

II. TERMS AND CONDITIONS

Bidders should complete Sections II thru VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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 or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. DISCOUNTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
LG			Pricing in the Cost Proposal includes a 20% discount off of SRP.

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

F. PRICES

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

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.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first one (1) year of the contract. Any request for a price increases subsequent to the first year of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the Department of Correctional Services a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

I. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

*****Contractor will not substitute any item that has been awarded without prior written approval of NDCS*****

J. RECORD OF VENDOR PERFORMANCE

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

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a

request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

M. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

N. NON-WAIVER OF BREACH

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

O. SEVERABILITY

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

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 provision held to be invalid or illegal.

P. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. 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, including subcontractor’s and their employees, provided by the Contractor.

3. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

4. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

Q. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor’s business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

R. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

S. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

T. CONFIDENTIALITY

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

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

U. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's 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 termination, 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, in whole or in part, 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) calendar 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; and,
 - i. In the event funding is no longer available.

V. CONTRACT CLOSEOUT

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

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract,

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and 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 that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder'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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an 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 <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. 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.
4. 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.

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

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, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, 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 goods and services to be covered by any contract resulting from this Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. INSURANCE REQUIREMENTS

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

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. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI**

subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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 Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Correctional Services
RFP #116783 O3
dcs.purchasing@nebraska.gov

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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

G. ANTITRUST

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

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.

H. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

I. ADVERTISING

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

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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

J. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection III.M.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

K. DISASTER RECOVERY/BACK UP PLAN

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

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

L. DRUG POLICY

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

Contractor certifies it maintains a drug free workplace 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.

M. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry

standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

N. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Invoices should be sent to:

NE Department of Correctional Services
 Accounts Payable
 P.O. Box 94661
 Lincoln, NE 68509-4661

Or via e-mail to: DCS.AccountsPayable@nebraska.gov

Accounts Payable Contact (402) 479-5715

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). 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 goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Nonnegotiable)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. 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.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

**NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
SUPPLEMENTAL CONTRACT INFORMATION
RFP 116783 O3**

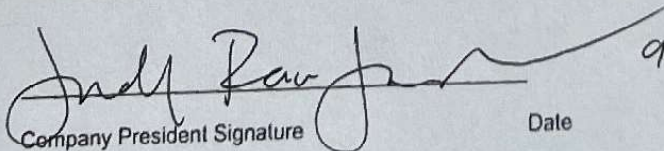
The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below and submit with your bid documents. Responding "yes" to any question will not disqualify you from consideration but may necessitate a follow-up information request.

Company Name: Hickory Farms LLC
 PO Box Address: P.O. Box 775530
 Physical Address: 311 S. Wacker Dr. #2030
 City/State/Zip: Chicago IL 60606
 Phone Number: 800-715-1474
 Name/Title of Contact: Jocia Carr 815-900-7942

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services?		X
	If yes, who?		
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS?		X
	If yes, who, how long, and in what capacity?		
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company?		X
	If yes, who and what position?		
4.	Incorporated companies, please provide the following information: Name of Corporate Entity: <u>Hickory Farms LLC</u> Principle Office Address: <u>311 S. Wacker Dr. #2030 Chicago IL 60606</u> Registered Agent and Office Address: <u>2510 W. Haven Ave #1 Joliet IL 60433</u>		
5.	Non-Incorporated Companies please provide the following information: Owner: _____		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

 9/11/23
 Company President Signature Date

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

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

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Hickory Farms LLC
COMPLETE ADDRESS:	311 S Wacker Dr #1030 Chicago IL 60606
TELEPHONE NUMBER:	815-900-7242
FAX NUMBER:	419-893-5548
DATE:	9/11/2023
SIGNATURE:	Patricia D. Carr
TYPED NAME & TITLE OF SIGNER:	Patricia D. Carr Customer Service + Sales Manager

Request for Proposal Number 116783 O3

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:	Hickory Farms LLC
Bidder Address:	311 S. Wacker Dr #2030 Chicago IL 60606
Contact Person & Title:	Lisa Gotshall Senior Director of Sales
E-mail Address:	lisa.gotshall@hickoryfarms.com
Telephone Number (Office):	312-267-0025
Telephone Number (Cellular):	N/A
Fax Number:	419-893-5548

Each bidder should 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:	Hickory Farms LLC
Bidder Address:	311 S. Wacker Dr #2030 Chicago IL 60606
Contact Person & Title:	Tricia Carr
E-mail Address:	tricia.carr@hickoryfarms.com
Telephone Number (Office):	815-900-7242
Telephone Number (Cellular):	N/A
Fax Number:	419-893-5548

Cost Proposal
Request for Proposal Number 116783 O3
Holiday Food Gift Program

BIDDER NAME: Hickory Farms LLC

3.	4-6 oz Cheese	4 oz Smoked Cheddar Blend	Hickory Farms #000091	no
4.	4-6 oz Cheese	4 oz Mission Jack Blend	Hickory Farms #000103	no
5.	4-6 oz Cheese	(2) 1 oz Golden Toasted Crackers	Hickory Farms #000175	no
6.	4-6 oz Cheese	4 oz Farmhouse Cheddar	Hickory Farms #000052	no
7.		1 Ziplock- DiRose Gallon Bag	002340	no
8.		1 Label- UPC- 1.5x2.625x2	093367	no

BEEF SAMPLER PACKAGE		COST PER PACKAGE: \$ <u> 16 </u>		
Beef Hickory Sampler Gift Box Item 09810DC		Cost per ounce: \$ <u> 1.33 </u>		
		Total ounces per package: <u> 12 </u>		

	Minimum	PRODUCT PACKAGE/ITEM	BRAND/ITEM #	Kosher or Halal
1.	4-5 oz sausage	5 oz Signature Beef Summer Sausage	Hickory Farms #000138	no
2	4-5 oz cheese	4 oz Smoked Cheddar Blend	Hickory Farms #000091	no
3.	2-3 oz specialty cheese	2 oz Three Cheese & Onion Blend	Hickory Farms #000878	no
4.	1-2 oz cracker	1 oz Golden Toasted Crackers	Hickory Farms #000175	no
5.		1 Ziplock- DiRose Gallon Bag	#002340	no
6.		1 Label- UPC- 1.5x2.625x2	#093367	no

BEEF SUMMER SAUSAGE PACKAGE		COST PER PACKAGE: \$ <u> 25.60 </u>		
Item # 3070DC		Cost per ounce: \$ <u> 0.85 </u>		
		Total ounces per package: <u> 30 </u>		

	Minimum	PRODUCT PACKAGE/ITEM	BRAND/ITEM #	Kosher or Halal	
1.	10 oz beef summer sausage	10 oz 100% North American Beef	000070	(3) 10 oz Signature Beef Summer Sausage	no
			002340	(1) ZIPLOCK - DiRose Gallon Bags Pack of 250	
			093367	(1) LABEL-UPC-1.5X2.625X2 UP	

Cost Proposal
Request for Proposal Number 116783 O3
Holiday Food Gift Program

BIDDER NAME: Hickory Farms LLC

TURKEY SUMMER SAUSAGE PACKAGE			COST PER PACKAGE: \$ <u> 25.60 </u>		
03136DC			Cost per ounce: \$ <u> 0.85 </u>		
			Total ounces per package: <u> 30 </u>		
	Minimum	PRODUCT PACKAGE/ITEM	BRAND/ITEM #		Kosher or Halal
1.	10 oz turkey summer sausage	10 oz blend of brown sugar & honey	093367	(1) LABEL-UPC-1.5X2.625X2 UP	no
			002340	(1) ZIPLOCK - DiRose Gallon Bags Pack of 250	
			000136	(3) 10 oz Sweet & Smoky Turkey Summer Sausage	

TURKEY SAMPLER PACKAGE			COST PER PACKAGE: \$ <u> 16 </u>		
Turkey Hickory Sampler Gift Box Item# 11876DC			Cost per ounce: \$ <u> 1.33 </u>		
			Total ounces per package: <u> 12 </u>		
	Minimum	PRODUCT PACKAGE/ITEM	BRAND/ITEM #		Kosher or Halal
1.	4-5 oz turkey summer sausage	5 oz Sweet & Smoky Turkey Summer Sausage	Hickory Farms #000135		no
2.	3-4 oz cheese	4 oz Farmhouse Cheddar	Hickory Farms #000052		no
3.	3-4 oz cheese	2 oz Three Cheese & Onion Blend	Hickory Farms #000878		no
4.	1 oz cracker	1 oz Golden Toasted Crackers	Hickory Farms #000175		no
5.		1 Ziplock- DiRose Gallon Bag	#002340		no
6.		1 Label- UPC- 1.5x2.625x2	#093367		no

CHOCOLATE COLLECTION (To consist of at least 19 pieces of mixed chocolate selections, including creamy, crunchy and/or nut varieties)			COST PER PACKAGE: \$ <u> 19.20 </u>	
			Cost per ounce: \$ <u> 2.40 </u>	
			Total ounces per package: <u> 8 </u>	
	PRODUCT PACKAGE/ITEM	BRAND/ITEM #		Kosher or Halal
1.	Signature Chocolate Collection #30974DC	000974	(1) 8 oz Signature Chocolate Collection	no
		002340	(1) ZIPLOCK - DiRose Gallon Bags Pack of 250	
		093367	(1) LABEL-UPC-1.5X2.625X2 UP	

Cost Proposal
Request for Proposal Number 116783 O3
Holiday Food Gift Program

BIDDER NAME: Hickory Farms LLC

2	Milk Chocolate Sea Salt Caramels #03143DC	093367	(1) LABEL-UPC-1.5X2.625X2 UP	no
		002340	(1) ZIPLOCK - DiRose Gallon Bags Pack of 250	
		000143	(1) 8 oz Milk Chocolate Sea Salt Caramels	
3.				
4.				
5.				

INDIVIDUAL PACKAGED ITEMS (To consist of peanut brittle, popcorn, mints, caramels, etc.)						
	PRODUCT PACKAGE/ITEM	BRAND/ITEM #		Kosher or Halal	Size oz/pk/etc.	Cost
1.	Milk Chocolate S'more Bar	#00158DC		no	3.5 oz	\$ <u> 6.40 </u>
2	Itty Bitty Brownie Bites #03164DC	001164	(1) 6 oz Brownie Bites			
		002340	(1) ZIPLOCK - DiRose Gallon Bags Pack of 250	no	6 oz	\$ <u> 7.20 </u>
		093367	(1) LABEL-UPC-1.5X2.625X2 UP			
3.	Itty Bitty Peppermint Pretzel Bites #03159DC	093367	(1) LABEL-UPC-1.5X2.625X2 UP			
		002340	(1) ZIPLOCK - DiRose Gallon Bags Pack of 250	no	6 oz	\$ <u> 7.20 </u>
		001159	(1) 6 oz Peppermint Pretzel Bites			
4.	Itty Bitty Christmas Nonpareils #03160DC	001160	(1) 6 oz Christmas Nonpareils			
		002340	(1) ZIPLOCK - DiRose Gallon Bags Pack of 250	no	6 oz	\$ <u> 7.20 </u>
		093367	(1) LABEL-UPC-1.5X2.625X2 UP			
5.					\$ <u> </u>	

ALTERNATIVE ITEMS						
	PRODUCT PACKAGE/ITEM	BRAND/ITEM #		Kosher or Halal	Size oz/pk/etc.	Cost
1.	Chocolate Caramel Corn	#03294DC		no	8 oz	\$ <u> 7.20 </u>
2	Meltaway Mints #31987DC	001987	(1) 10 oz Meltaway Mints	no	10 oz	\$ <u> 7.20 </u>
		002340	(1) ZIPLOCK - DiRose Gallon Bags Pack of 250			
		093367	(1) LABEL-UPC-1.5X2.625X2 UP			
3.	Snow Mints #03157DC	000157	(1) 10 oz Snow Mints	no	10 oz	\$ <u> 7.20 </u>
		002340	(1) ZIPLOCK - DiRose Gallon Bags Pack of 250			
		093367	(1) LABEL-UPC-1.5X2.625X2 UP			
4.	Jalapeno Cheddar Blend 3 pack #03036DC	002340	(1) ZIPLOCK - DiRose Gallon Bags Pack of 250	no	30 oz	\$ <u> 25.60 </u>
		000036	(3) 10 oz Jalapeño Cheddar Blend			

Individual or Sole Proprietor United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §4-108 through 4-114, I attest as follows:

<input checked="" type="checkbox"/> I am a citizen of the United States.
-OR-
<input type="checkbox"/> I am a qualified alien under the federal Immigration and Nationality Act. My immigration status and alien number are as follows: _____.
I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	_____ Patricia Dawn Carr _____ (first, middle, last)
SIGNATURE	_____ <i>Patricia Carr</i> _____
DATE	_____ 09/11/2023 _____

Individuo o Comerciante individual Atestiguación de ciudadanía de los Estados Unidos

Con el fin de cumplir con los estatutos revisados 4-108 a 4-114 de Nebraska, doy fe de lo siguiente:

<input type="checkbox"/> Soy ciudadano(a) de los Estados Unidos.
-O-
<input type="checkbox"/> Soy extranjero(a) calificado(a) bajo la ley federal de inmigración y nacionalidad. Mi estado de inmigración y número registrado de extranjero son: _____.
Entregaré una copia de mi(s) documento(s) del USCIS de ser solicitado(s).

Atestigo por la presente que mi respuesta y la información provista en este formulario, y cualquier solicitud relacionada con el mismo para recibir beneficios públicos, son verdaderas, completas y exactas, y entiendo que se puede utilizar esta información para verificar mi presencia legal en los Estados Unidos.

NOMBRE	_____
	(nombre, segundo nombre, apellido)
FIRMA	_____
FECHA	_____

Hickory Farms Gift Component
Nutritional & Ingredient Verification Form

000158 Milk Chocolate S'mores Bark 3.5oz (99g)

05/04/2022

Nutrition Facts	
3 servings per container	
Serving size	1/3 bar (33g)
Amount per serving	
Calories	180
	% Daily Value*
Total Fat 9g	12%
Saturated Fat 6g	30%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 20mg	1%
Total Carbohydrate 22g	8%
Dietary Fiber 1g	4%
Total Sugars 19g	
Includes 18g Added Sugars	36%
Protein 2g	
Vitamin D 0.3mcg	2%
Calcium 30mg	2%
Iron 1mg	6%
Potassium 80mg	2%
<small>*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.</small>	

Shelf Life: 12 Months
Storage: 60-70F; RH <60
Country of Origin: USA
Supplier: Nassau



INGREDIENTS: Milk Chocolate (Sugar, Cocoa Butter, Chocolate Liquor, Whole Milk Powder, Soy Lecithin [an emulsifier], Natural Vanilla Flavor), Graham Cracker Crumbs (Wheat Flour, Sugar, Sunflower Oil, Whole Wheat Flour, Honey, Molasses, Salt, Leavening [Sodium Bicarbonate, Ammonium Bicarbonate], Salt, Cream of Tartar), Dehydrated Marshmallow Bits (Sugar, Corn Syrup, Modified Food Starch, Contains Less than 2% of Gelatin, Artificial Flavor).

Contains: Milk, Wheat, Soy

May Contain: Tree Nuts, Peanuts, Sesame, Eggs

Entered based on supplier document dated 5/3/2022. LP 050422

Hickory Farms Gift Component
Nutritional & Ingredient Verification Form

003296 Chocolate Caramel Popcorn 8 oz (226g)

04/19/2023

Nutrition Facts

About 7 servings per container

Serving size 2/3 Cup (33g)

Amount per serving

Calories 130

% Daily Value*

Total Fat 3g 4%

Saturated Fat 1.5g 8%

Trans Fat 0g

Cholesterol 0mg 0%

Sodium 180mg 8%

Total Carbohydrate 24g 9%

Dietary Fiber 0g 0%

Total Sugars 20g

Includes 20g Added Sugars 40%

Protein 1g

Vitamin D 0mcg 0%

Calcium 0mg 0%

Iron 0.4mg 2%

Potassium 0mg 0%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Shelf Life: 6 months

Country of Origin: USA

Supplier: Nom Nom Popcorn CO.

INGREDIENTS: BROWN SUGAR, POPCORN, DEXTROSE, SUGAR, WATER, DARK WAFERS (SUGAR, VEGETABLE OIL [PALM KERNEL OIL AND HYDROGENATED PALM KERNEL OIL], COCOA POWDER [PROCESSED WITH ALKALI], SOY LECITHIN, WHEY POWDER [MILK], SALT), BUTTER FLAVORED VEGETABLE OIL (CORN OIL, ARTIFICIAL BUTTER FLAVOR, BETA CAROTENE), POPCORN SEASONING (SALT, ARTIFICIAL FLAVOR, YELLOW 5 LAKE, YELLOW 6 LAKE), SEA SALT.

Contains: Milk, Soy

Added based on supplier document rec'd 04/10/23, SA 041123





**HICKORY
FARMS™**

SINCE 1951

NEBRASKA

DEPT OF CORRECTIONAL SERVICES

2023

RFP



Bringing People Together

Hickory Farms has been connecting people through effortless gifting since 1951, and our gifts of good taste bring a smile to any occasion. We know that gifts are an important reflection of your business and help you build connections with customers, clients, and colleagues.

A holiday gifting program can help bring positivity and boost morale. Connection has never been more important, it's a great time to invest in a food gifting program. Programs like these can even increase productivity!

Contact us today to start your business gifting program!
Call 800.715.1474 or email us at b2b@hickoryfarms.com



Benefits of Gifting

Top of Mind/Outreach

Gifting is a great way to maintain relationships from afar, build important human connections, and make everyone feel special. A gift can get a conversation going too!



Contact us today to start your business gifting program!
Call 800.715.1474 or email us at b2b@hickoryfarms.com



Conformance to Security Packaging

As in the past Hickory Farms is committed to creating a holiday gifting experience to delight all involved while continuing to keep your gifting safely withing your gifting standards

- All Department of Correction products have been modified to remove all metal and glass that would have previously been contained in our traditional gifting line.
 - All updates needed for your safety have been included in the bill of material as an additional check point

Timelines and Work plans

- We at Hickory Farms continue to be dedicated to working with your procurement, admin and operations team to be sure to get your orders packed and to you by the agreed upon timeline.
 - Once orders are received from all facilities, Hickory Farms will work to:
 - Separate orders by facility
 - Adhere labels to gifts including prisoner number, name and facility for easy distribution
 - All unnecessary packaging will be discarded and gifts will be placed directly in shipper or in cello back fastened with tape then in shipper
 - Items will ship in bulk by facility, however bulk shipment will have individual labeling included for fast and easy delivery. We will hold the bulk shipping and handling costs of \$3,000 from previous agreement for the next 3 years.
 - Pricing included in document

Why Hickory Farms?

- 🏠 A variety of high-quality, delicious gifts available at every price point--choose from meat & cheese, chocolates, snacks, and more!
- 🏠 The Hickory Farms brand is synonymous with quality, great-tasting gifts. These are gifts you can feel good about giving!
- 🏠 Each gift features impressive packaging, with some gifts available with seasonal touches or signature designs, tweaked to meet criteria for department of corrections.
- 🏠 We create separate bills of material for department of correction gifts as a precautionary step added to keep your environment safe..



Contact us today to start your business gifting program!
Call 800.715.1474 or email us at b2b@hickoryfarms.com



MEAT AND CHEESE GIFT BOXES



Warm & Hearty Welcome Gift Box

\$43

#11662DC

- 5 oz Signature Beef Summer Sausage
- 5 oz Spicy Beef Summer Sausage
- 6 oz Smoked Gouda Blend
- 5 oz Sweet & Smoky Turkey Summer Sausage
- 4 oz Farmhouse Cheddar
- 4 oz Smoked Cheddar Blend
- 4 oz Three Cheese & Onion Blend



Cheese Favorites Gift Box

\$40

#11704DC

- 6 oz Smoked Gouda Blend
- 4 oz Jalapeño Cheddar Blend
- 4 oz Smoked Cheddar Blend
- 6 oz Mission Jack Blend
- (2) 1 oz Golden Toasted Crackers

Please note, gift packaging may change to meet compliance



MEAT AND CHEESE GIFT BOXES



Beef Hickory Sampler Gift Box

\$20

#09810DC

- 5 oz Signature Beef Summer Sausage
- 4 oz Smoked Cheddar Blend
- 2 oz Three Cheese & Onion Blend
- 1 oz Golden Toasted Crackers



Turkey Hickory Sampler Gift Box

\$20

#11876DC

- 5 oz Sweet & Smoky Turkey Summer Sausage
- 4 oz Farmhouse Cheddar
- 2 oz Three Cheese & Onion Blend
- 1 oz Golden Toasted Crackers

Please note, gift packaging may change to meet compliance



MEAT AND CHEESE 3 PACKS



Signature Beef Summer Sausage

#03070DC (3 Pack)

10 oz. 100% North American beef

\$32

Sweet & Smoky Turkey Summer Sausage

#03136DC (3 Pack)

10 oz. A blend of brown sugar & honey

\$32

Jalapeño Cheddar Blend

#03036DC (3 Pack)

10 oz. bars of aged cheddar blend with a kick of jalapeño

\$32

Smoked Cheddar Blend

#03037DC (3 Pack)

10 oz. bars of our smooth smoked aged cheddar with a touch of Swiss cheese

\$32

Farmhouse Cheddar

#03038DC (3 Pack)

10 oz. bars of delicious Farmhouse creamy cheddar, mild yet sharp flavor

\$32



CHOCOLATES



#30974DC

Signature Chocolate Collection

\$24

#30974DC

Our signature collection includes Milk Chocolate Almond Meltaways, Milk & White Chocolate Meltaways, Milk Chocolate Sea Salt Caramels, and Dark Chocolate Peanut Butter Meltaways. 16 pieces (8 oz.)



#3143DC

Milk Chocolate Sea Salt Caramels

\$24

#3143DC

Smooth, buttery caramel is enveloped in creamy milk chocolate and hand-sprinkled with coarse sea salt. 16 pieces. (8 oz.)



Milk Chocolate S'more Bark

\$8 NEW!

#00158DC

Milk Chocolate, crushed graham crackers and mini marshmallows (3.5 oz.)



CHOCOLATES AND CANDY



Itty Bitty Brownie Bites

\$9

#3164DC

6 oz. box



Itty Bitty Peppermint Pretzel Bites

\$9

#3159DC

6 oz. box



Itty Bitty Christmas Nonpareils

\$9

#3160DC

6 oz. box



POPCORN AND MINTS



#3294DC

#3157DC

#31987DC

Chocolate Caramel Corn **\$9**
#3294DC
Buttery caramel corn with sea salt and chocolate drizzle. 8 oz bag.

Meltaway Mints **\$9**
#31987DC
Smooth & creamy mints. 10 oz. bag

Snow Mints **\$9**
#3157DC
Cool and melty, with crushed peppermint pieces. 10 oz bag.



THANK YOU!

Lisa Gotshall

Director, B2B Sales & Business Development

lisa.gotshall@hickoryfarms.com

312-267-0025

