

Attachment A - Department of Correctional Services

Milk/Dairy Core List

Nebraska Department of Corrections - Summary of weekly deliveries to individual facilities is listed below table

Description	Manufacturer & Brand	Unit of Measure/Package Size	Estimated Weekly Usage per Unit	Estimated Annual Usage per Unit	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding	Number of Units per Case (if sold by Case)	Each Price per Unit Product	Total Price based on Case Price	List Any Changes from Spec
MILK, WHITE, 1%, 5 GALLON BLADDER	NAME BRAND	5 GAL	120	6,240	1341	HILAND	1	22.323	22.323	
MILK, WHITE, 1% GALLON	NAME BRAND	1 GAL	16	832	1346	HILAND	4	4.516	18.0640	
MILK, WHITE, 1% , 1/2 PINT	NAME BRAND	1/2 PINTS	42,750	2,223,000	9171	HILAND	50	.3030	15.15	
MILK, CHOCOLATE, 1% 5 GALLON BLADDER	NAME BRAND	5 GAL	250	13,000	25205	HILAND	1	27.3038	27.3038	
MILK, CHOCOLATE, SKIM, 1/2 PINT	NAME BRAND	1/2 PINTS	250	13,000	9178	HILAND	50	.2925	14.6250	
OLEO, 1 LB SOLIDS	NAME BRAND	1 LB	2,600	135,200	11463	GOLDN	36	1.1604	41.7744	
LOW-FAT BUTTERMILK, GALLON	NAME BRAND	1/2 GAL 1 GAL	9	468	1462	HILAND	9	2.625	23.625	Hiland does not carry gallons of Buttermilk
COTTAGE CHEESE, 2% 5 LBS	NAME BRAND	5 LB	100	5,200	5763	HILAND	4	10.8770	43.5080	
ICE CREAM, 3 GALLON, ASSORT. FLAVORS	NAME BRAND	3 GAL	100	5,200	8496-CHOC 8495-VANILLA 8497-STRAWBERRY	HILAND	1	24.969	24.969	
ICE CREAM, CUP, VANILLA- 4 OZ/24PK	NAME BRAND	24/4 OZ	243	12,636	25524	NSTAR	24	.475	11.40	
SOUR CREAM, 5LB CONTAINER	NAME BRAND	5LB	90	4,680	9224	HILAND	4	9.3760	37.5040	

CCCL - DELIVERY – MON & TUES

4,000 - HP WHITE
360 - LBS OLEO

CCCO – DELIVERY TUES. OCC – DELIVERY TUES.

750 – HP WHITE
90 – LBS OLEO
120 - GALLON BLADDERS
200 – LBS OLEO

NSP – DELIVERY MON & TUES.

10,000 now but in future est.19,250– HP WHITE
600 – LBS OLEO

NCCW- DELIVERYS MON & TUES

2,800 - HP WHITE
250 – HP CHOCOLATE
9 – GALLONS BUTTERMILK
16 - GALLONS – 1 %

LCC – DELIVERY MON & TUES.

15,500 – HP WHITE
10 – 5 GALS BAGS
600 – LBS OLEO

TSCI – DELIVERY TUES & FRI.

9,000 – HP WHITE
600 LB OLEO

NCYF – DELIVERY MON & THUR.

500 – HP WHITE
90 – LBS OLEO

Attachment B - Department of Health and Human Services

Milk/Dairy Core List

Summary of weekly deliveries to individual facilities is listed below table

Description	Manufacturer & Brand	Unit of Measure/Package Size	Estimated Annual Usage per Unit or Case	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding	Number of Units per Case (if sold by Case)	Each Price per Unit Product	Total Price based on Case Price	List Any Changes from Spec
MILK, WHITE, 1% , 1/2 PINT, GRADE A	NAME BRAND	1/2 PINTS	293,800	9171	HILAND	50	.303	15.15	
MILK, WHITE, 2% , GAL	NAME BRAND	GALLON	60	1201	HILAND	4	4.920	19.68	
MILK, WHITE 2%, 1/2 GALLON, GRADE A	NAME BRAND	1/2 GALLON	1,920	1267	HILAND	9	2.584	23.256	
MILK, WHITE, SKIM , GAL	NAME BRAND	GALLON	60	1413	HILAND	4	4.154	16.16	
MILK, WHITE, SKIM , 1/2 PINT	NAME BRAND	1/2 PINTS	5,200	9173	HILAND	50	.278	13.90	
MILK, LACTOSE FREE, 1/2 GALLON	NAME BRAND	1/2 GALLON	944	24962	HILAND	6	4.434	26.604	
MILK, CHOCOLATE, 1%, 1/2 PINT	NAME BRAND	1/2 PINTS	52,000	9175	HILAND	50	.309	15.45	
MILK, CHOCOLATE, SKIM, 1/2 PINT, GRADE A	NAME BRAND	1/2 PINTS	25,000	9178	HILAND	50	.293	14.65	
MILK, STRAWBERRY, 1/2 PINT	NAME BRAND	1/2 PINTS	3,000	9177	HILAND	50	.309	15.45	
BUTTERMILK, 1%, 1/2 GALLON	NAME BRAND	1/2 GALLON	288	1462	HILAND	9	2.625	23.625	
SOUR CREAM, 5LB CONTAINER	NAME BRAND	5LB	26	9224	HILAND	4	9.376	37.504	
SOUR CREAM, 1 LB CONTAINER	NAME BRAND	1 LB	1,300	14791	HILAND	4	1.995	7.98	
COTTAGE CHEESE, 2% 5 LBS	NAME BRAND	5 LB	1,192	5762	HILAND	4	10.877	43.508	
MARGARINE, SOLID, 1LB	NAME BRAND	16 OZ	64 Cases	N/A	---	---			
OLEO CUPS	NAME BRAND	CASE	318 Cases	2206	GOLDN			47.647	
ICE CREAM, CUP, VANILLA-4 OZ/24PK	NAME BRAND	24/4 OZ	45 Cases	25524	NSTAR	24	.475	11.40	
ICE CREAM, CUP, CHOCOLATE-4 OZ/24 PK	NAME BRAND	24/4 OZ	90 Cases	25514	NSTAR	24	.486	11.664	
ICE CREAM, CUP, STRAWBERRY-4 OZ	NAME BRAND	24/4 OZ	90 Cases	25521	NSTAR	24	.506	12.144	
ICE CREAM, BARS 24/BX	NAME BRAND	24/BX	50 Cases	17614	NSTAR	24	.518	12.432	
ICE CREAM, SANDWICHES, 24/BX	NAME BRAND	24/BX	50 Cases	17615	NSTAR	24	.512	12.288	
FUDGE BARS, 24/BX	NAME BRAND	24/BX	50	17612	NSTAR	24	.432	10.368	
SHERBERT, IND. 4 OZ., MIXED FLAVORS	NAME BRAND	24/4 OZ	37	25519-Orange	NSTAR	24	.431	10.344	
YOGURT, FAT FREE ASSORTED FLAVORS	NAME BRAND	12/6 OZ	600	various item #s	HILAND	12	.698	8.376	
YOGURT, ASSORTED FLAVORS	NAME BRAND	12/6 OZ	3,500	various item #s	HILAND	12	.698	8.376	
CHEESE, AMERICAN SLICED	NAME BRAND	5#	208	16915		4	23.00	92.00	
CHEESE, AMERICAN LOAF YELLOW	NAME BRAND	5#	1,520	N/A	---	---			
CHEESE, CHEDDAR, MILD SHREDDED	NAME BRAND	5#	208	18253		4	15.014	60.056	
CHEESE, MOZZARELLA SHREDDED	NAME BRAND	5#	208	16927		4	20.941	83.764	
JUICE, ORANGE, GALLON	NAME BRAND	GALLON	2,000	8092	HILAND	4	4.218	16.872	

LRC

- Milk, white 1%, grade A- ½ pints- 3300 each/week
- Milk, chocolate Skim, grade A- ½ pints- 200 each/week
- Cottage Cheese, Milkfat 2%- 5 lb- 15 each/week
- Margarine, Solid- 1# (30/case)- 1 case/week
- Lactose Free 2% Milk, Grade A- ½ gallon- 12 each/week
- Cheese American sliced- 4/5#- 3 cases/week
- Cheese American Loaf Yellow- 6/5#- 1 case/week
- Cheese Cheddar Mild Shredded- 4/5#- 2 cases/week
- Cheese Mozzarella Shredded- 4/5#- 1 case/MONTH
- 4oz. individual vanilla ice cream- 200/week
- 4oz. individual chocolate ice cream- 200/week
- 4oz. individual sherbet (any flavor)- 200/week
- Sour Cream- 1# containers- 25 each/week
- Margarine cups, whipped (5g)- 900/5g- 4 cases/week
- Buttermilk 1%- ½ gallon- 24 each/MONTH
- Milk, white 1%, grade A- ½ gallon- 18 each/week
- 4 oz. yogurt- 200 each/week

YRTC Kearney:

- Weekly Usage:**
 800 White Milk 1/2 pint
 900 Choc Milk 1/2 pint
 500 Annually - Strawberry 1/2 pint
 500 Yogurt (6oz) assorted flavors
 2 gallons 1% white milk
 1 Margarine solid case PER MONTH
 2 100/1oz sour cream
 1 5# sour cream tub

YRTC Hastings:

- Weekly Usage:**
 50 White Milk 1/2 pint
 50 Choc Milk 1/2 pint
 50 weekly - 2,500 Annually - Strawberry Milk 1/2 pint
 100 Yogurt (6oz) Assorted flavors
 1 5# sour cream tub
 1 5# cottage cheese tub

NRC –

Annual Numbers

- 1% White Milk ½ Pint – 1,500 CS
- 1% Chocolate Milk ½ Pint – 52,000 or 104 CS
- Sour Cream, 5lbs Container 120#
- Cottage Cheese, 2% 5lbs – 360 Containers or 1800# , Solid 1lbs 30 CS
- Ice Cream, cup, vanilla, 4oz/24pk – 45C
- Ice Cream, Cup, Chocolate 4oz/24pk – 90cs
- Ice Cream, Cup, Strawberry 4oz/24pk – 90cs
- Milk, White 2%, Gallon – 60 Gals
- Milk, White Skim, Gallon – 60 Gals
- Oleo Cups – 110 CS
- Lactose Free Milk – ½ Gal – 320 CS
- Milk, White, Fat Free ½ Pint – 5200 ea or 140 CS
- Fat Free Yogurt, 6oz, 600 dzn
- Orange Juice – Gal – 2000 GAL
- Fudge Bars 24/bx – 50 CS
- Ice Cream Bars, 24/bx – 50 CS
- Ice Cream Sandwiches 24/bx – 50 CS

Attachment B cont.

HILAND YOGURT ITEM #S			
ITEM #	UNIT	PRODUCT	BRAND
16448	6 OZ	YOG BLUEBERRY	HILND
25050	6 OZ	YOG BOSTON CREAM	HILND
16449	6 OZ	YOG CHERRY VANILLA	HILND
25051	6 OZ	YOG KEY LIME PIE	HILND
16450	6 OZ	YOG LEMON	HILND
16451	6 OZ	YOG PEACH	HILND
16452	6 OZ	YOG PLAIN	HILND
16453	6 OZ	YOG RASPBERRY	HILND
16455	6 OZ	YOG STRAW/BANANA	HILND
16454	6 OZ	YOG STRAWBERRY	HILND
16456	6 OZ	YOG VANILLA	HILND
16426	6 OZ	YOG FF/NSA BLKCHRY	HILND
16427	6 OZ	YOG FF/NSA BLUEBRY	HILND
16428	6 OZ	YOG FF/NSA CHRY/VN	HILND
16429	6 OZ	YOG FF/NSA PEACH	HILND
16430	6 OZ	YOG FF/NSA RASPBRY	HILND
16431	6 OZ	YOG FF/NSA STRW/BN	HILND
16432	6 OZ	YOG FF/NSA STRWBRY	HILND
16433	6 OZ	YOG FF/NSA VANILLA	HILND

ATTACHMENT C - Nebraska Department of Veterans Affairs

Amended Milk/Dairy Core List

Description	Grade	Manufacturer & Brand	Size	Weekly per average purchase by facility listed below	Annual Est. Qty.	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding	Number of Units per Case (if sold by Case)	Each Price (if sold by each)	Each Price per Unit Product	Total Price based on Case Price	List Any Changes from Spec
MILK, WHITE, WHOLE, GRADE A	GRADE A: No Substitution	NAME BRAND	GAL	160	8,320	1031	HILAND	4		5.414	21.656	
MILK, WHITE 2%, GRADE A	GRADE A: No Substitution	NAME BRAND	GAL	218	11,336	1201	HILAND	4		4.920	19.68	
MILK, WHITE 2%, GRADE A, 1/2 PINT	GRADE A: No Substitution	NAME BRAND	1/2 PINT	1950	101,400	9168	HILAND	50		.328	16.40	
MILK, WHITE, SKIM, GRADE A	GRADE A: No Substitution	NAME BRAND	GAL	20	1,040	1413	HILAND	4		4.154	16.616	
MILK, WHITE, SKIM, GRADE A	GRADE A: No Substitution	NAME BRAND	1/2 PINT	100	5,200	9173	HILAND	50		.278	13.90	
MILK, CHOCOLATE, WHOLE, 1/2 GALLON	GRADE A: No Substitution	NAME BRAND	1/2 GALLON	54	2,808	1492	HILAND	9		3.138	28.242	
MILK, CHOCOLATE, WHOLE, PINT	GRADE A: No Substitution	NAME BRAND	PINT	20	1,040	8082	HILAND	20		.929	18.58	
MILK, CHOCOLATE, 2%, 1/2 GALLON	GRADE A: No Substitution	NAME BRAND	1/2 GALLON	90	4,680	25145	HILAND	9		2.7424	24.681	
MILK, CHOCOLATE, 1%, GALLON	GRADE A: No Substitution	NAME BRAND	GALLON	28	1,456	1346	HILAND	4		4.5158	18.063	
MILK, CHOCOLATE, 1%, 1/2 PINTS	GRADE A: No Substitution	NAME BRAND	1/2 PINT	50	2,600	9175	HILAND	50		.309	15.45	
MILK, CHOCOLATE, 2%, 1/2 PINTS	GRADE A: No Substitution	NAME BRAND	1/2 PINT	900	46,800	25281	HILAND	50		.328	16.40	
HALF & HALF QUART		NAME BRAND	QUART	4	208	25148	HILAND	9		2.349	21.141	
SOUR CREAM, HEAVY		NAME BRAND	5#	18	936	9224	HILAND	4		9.376	37.504	
SOUR CREAM, LIGHT		NAME BRAND	5#	1	52	25293	HILAND	4		9.376	37.504	
COTTAGE CHEESE, MILKFAT 4%		NAME BRAND	5#	1	52	5762	HILAND	4		10.877	43.508	
COTTAGE CHEESE, MILKFAT 2%		NAME BRAND	5#	27	1,404	5763	HILAND	4		10.877	43.508	
LACTOSE FREE 2% MILK, GRADE A (not to include soy, almond or coconutmilk)	GRADE A: No Substitution	NAME BRAND	1/2 GAL	43	2,236	24962	HILAND	6		4.434	26.604	
GALLON ICE CREAM CHOCOLATE MIX		NAME BRAND	GALLON	4	208	25782	HILAND	4		8.333	33.32	
GALLON ICE CREAM VANILLA MIX		NAME BRAND	GALLON	8	416	25781	HILAND	4		8.440	33.760	
ICE CREAM BARS		NAME BRAND	CASE	288	14,976	17614	NSTAR	24		.518	12.432	

ENVH		CNVH	
Description	Weekly	Description	Weekly
1/2gal Whole Chocolate	54	Milk - White Whole Gallon	80 gallons
1/2 pt 2%	500	Milk-White 2% Gallon	80 gallons
1/2 pt FF Skim	100	Milk 2% LACTOSE FREE 1/2 Gallon (Dairy Ease)	36 1/2 gallons
pt Whole Chocolate	20	Cottage Cheese 2% 1/5# container	12 5#
Gal 5% Choc Mix	4	Milk-Chocolate 2% Half Gallon	90 1/2 gallons
Gal 5% Van Mix	8+8	Ice Cream bars	288- 2 cases
Gal Whole Milk	68	4oz Cottage Cheese	1 - 48 ea

NVH	
Description	Weekly
Milk-Chocolate 1% Gallon	28 Gallons
Half & Half Pint	4
Milk-White 2% Gallon	96 gallons
Milk- White Skim FF Gallon	20 Gallons
Milk - White Whole Gallon	12 Gallons
Milk 2% LACTOSE FREE 1/2 Gallon (Dairy Ease)	6 1/2 Gallons
Cottage Cheese 2% 1/5# container	15#
Sour Cream-HEAVY 1/5# container	5#
Milk 2%-White-1/2 Pints 50/cs	2 cs
Milk 1%-Chocolate-1/2 Pints 50/cs	1 cs

WNVH	
Description	Weekly
Milk-Chocolate 1% Gallon	0
Half & Half Pint	0
Milk-White 2% Gallon	42 gallons
Milk- White Skim FF Gallon	0
Milk - White Whole Gallon	0
Milk 2% LACTOSE FREE 1/2 Gallon (Dairy Ease)	0
Cottage Cheese 2% 1/5# container	0
Sour Cream-HEAVY 1/5# container	3 ea
Milk 2%-White-1/2 Pints 50/cs	27 cs
Milk 2%-Chocolate-1/2 Pints 50/cs	18 cs

ATTACHMENT D

Catalog Bid Sheet

Dairy percent discount: Hiland Dairy does not offer discounts

Attachment E - Facilities Estimated Delivery per Week

Department of Correctional Services estimated deliveries per week per facility		DHHS estimated deliveries per week per facility		NDVA estimated deliveries per week per facility	
FACILITIES	DAIRY	FACILITIES	DAIRY	FACILITIES	DAIRY
Community Correctional Center - Lincoln	2	Beatrice State Developmental Center	1	Eastern Nebraska Veterans' Home	2
Community Correctional Center - Omaha	1	Lincoln Regional Center	3	Norfolk Veterans' Home	2
Lincoln Correctional Center	2	Norfolk Regional Center	2	Central Nebraska Veterans' Home	2
Nebraska Correctional Center for Women	2	Youth Rehab & Treatment Center - Hastings	2	Western Nebraska Veterans' Home	2
Nebraska Correctional Youth Facility	2	Youth Rehab & Treatment Center - Kearney	2		
Nebraska State Penitentiary	2				
Omaha Correctional Center	2				
Tecumseh State Correctional Institution	2				
Work Ethic Camp	2				

ADDRESS AND RECEIVING HOURS FOR NEBRASKA DEPARTMENT OF CORRECTIONS FACILITIES

Facility Letter	Facility Address & Telephone Number	Phone/Fax Number	Delivery Hours	Food Service Director	Special Instructions
A	DCS Central Warehouse 1001 Pioneers Blvd Lincoln, NE 68502	Phone: 402-479-3010 Fax: 402-479-3248	Monday - Friday 8:00 AM-2:00 PM	Rex Haake 402-479-3010	
B	Tecumseh State Correctional Institution 2725 North Highway 50 Tecumseh, NE 68450 P.O. Box 900 Tecumseh, NE 68450	Phone: 402-335-5998 Fax: 402-335-5115	Monday-Friday 7:00 AM-3:00 PM	Teresa Kalin 402-335-5157 Mark Rumery, Warehouse 402-335-5161	All items delivered to TSCI Warehouse
F	Reception Treatment Center (RTC) Formerly Diagnostic & Evaluation Center 3218 West Van Dorn Street Lincoln, NE 68522 P.O. Box 22800 <u>Lincoln, NE 68542-2800</u>	Phone: 402-471-3330 Fax: 479-6396	Monday - Friday 7:00 AM -11:30 AM 12:00 PM - 3:00 PM	Greg Burianek 402-479-6215	All items delivered to Central Warehouse UNTIL Reception Treatment Center opens Summer 2022 otherwise requested.
H	Reception Treatment Center (RTC) Lincoln Correctional Center 3218 West Van Dorn St. 68522 Lincoln, Ne 68522-9278 P.O. Box 22800 Lincoln, NE 68542-2800	Phone: 402-471-2861 Fax: 402-479-6100	Monday - Friday 7:00 AM -11:30 AM 12:00 PM - 3:00 PM	Greg Burianek Greg Burianek	See Reception Treatment Center above After RTC opens, these dimensions are void: Loading dock doors at LCC will accommodate trucks meeting the following dimensions: 117" high, 37' deep and 97" wide.
J	Nebraska State Penitentiary 4201 S. 14th Street Lincoln, NE 68502 P.O. Box 2500 Lincoln, NE 68542-2500	Phone: 402-471-3161 Fax: 402-471-4326	Monday - Friday 8AM-2PM accept deliveries thru lunch	Shawn Shores 402-479-3319 Karl Meyer 402-479-3389 402-479-3439	All items delivered to Central Warehouse unless otherwise noted. Dairy delivered to the kitchens.
K	Nebraska Correctional Youth Facility 2610 N. 20th Street East Omaha, NE 68110	Phone: 402-595-2000	Monday-Friday 8:00 AM - 11:00 AM 1:00 PM - 3:30 PM	Mike Coffiel 402-636-8660	
L	Omaha Correctional Center 2323 East Ave J Omaha, NE 68110 P.O. Box 11099 Omaha, NE 68111-0099	Phone: 402-595-3963 Fax: 402-595-2227	Monday-Friday 7:30 AM -10:30 AM 12:00 AM -2:30 PM	Tim Dickey 402-522-7010	
M	Work Ethic Camp 2309 N Hwy 83 McCook, NE 69001 P.O. Box 1150 McCook, NE 69001-1150	Phone: 308-345-8405 Fax: 308-345-8407	Monday - Friday 7:30 AM - 15:30 PM	Clarice Shields 308-345-8405 ext. 226	Trucks must be shut off or cab locked.
O	Community Correctional Center - Omaha 2320 E Avenue "J" Omaha, NE 68110	Phone: 402-595-2010 Fax: 402-595-2227	Monday - Friday 7:00 AM -4:00 PM	Tim Dickey 402-522-7065	
R	Nebraska Correctional Center for Women 1107 Recharge Rd York, NE 68467-8003	Phone: 402-362-3317 Fax: 402-362-3892	Monday - Friday 7:30 AM - 3:00 PM	Brandon Lee Morris 402-362-8852	Delivery Driver will be required to unload the shipment with minimal or no assist from facility staff.
W	Community Correctional Center - Lincoln 2720 West Van Dorn St. Lincoln, NE 68522 P.O. Box 2200 Lincoln, NE 68542-2200	Phone: 402-471-6271 Fax: 402-471-6268	Monday - Friday 5:00 AM - 3:00 PM	Belinda England 402-471-6263	

ALL INVOICES SHOULD BE SENT TO:

dcs.accounts payable@nebraska.gov

OR mailed to:

NDCS ACCOUNTS PAYABLE

P.O. BOX 94661

LINCOLN, NE 68509-4661

4/25/2022

State of Nebraska - INVITATION TO BID CONTRACT

Date	5/5/22	Page	1 of 1
Solicitation Number	6697 OF		
Opening Date and Time	05/26/22	2:00 pm	
Buyer	JULIE DABYDEEN (AS)		

DESTINATION OF GOODS
 MULTIPLE DELIVERY LOCATIONS
 PLEASE REFER TO DOCUMENTATION
 FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, 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.

X 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 ITB.

X 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.

Contract to supply and deliver Milk/Dairy Products to the State of Nebraska as per the attached specifications for a Two (2) year period from date of award. The contract may be renewed for Two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

(MH 5/3/22)

INVITATION

SEE ATTACHMENTS A-D

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % _____ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here 
 (Authorized Signature Mandatory – Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR# _____
 VENDOR: Hiland Dairy Foods, LLC
 Address: 2901 Cuming St Omaha, NE 68131

Contact Scott Barnard
 Telephone (402)970-0570
 Email sbarnard@hilanddairy.com

II. TERMS AND CONDITIONS

Contractors should complete Section II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Contractor should also provide an explanation of why the Contractor rejected the clause or rejected the clause and provided alternate language using "Track Changes". Upon request an electronic copy of the proposal with "Track Changes" must be submitted in an editable Word format. By signing the solicitation, Contractor 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 Contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State is soliciting proposals in response to the solicitation. The State reserves the right to reject proposals that attempt to substitute the Contractor's commercial contracts and/or documents for this solicitation.

The Contractor should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. Upon notice of Intent to Award, the Contractor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Contractor's proposal. 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 addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

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

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

The contract resulting from this solicitation shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal response;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments 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 to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

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.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

Contractor 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses 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 five (5) calendar days following deposit in the mail.

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. NOTICE (POC)

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 Contractor 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 (Statutory)

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 contract 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. BEGINNING OF WORK

The Contractor 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.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. 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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

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

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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.

J. BREACH

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

SB			
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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 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 breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach. OR 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. (See Indemnity - Self-Insurance and Payment)

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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 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. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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.

P. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, 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.

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.

Q. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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 man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). 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 granted 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.

R. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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.

S. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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, at its sole discretion, may terminate the contract 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 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.

T. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

Upon termination of the contract for any reason the Contractor shall within thirty (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 contactor, 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 person 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 Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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 Contractor'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.

The Contractor warrants that all persons assigned to the project 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 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.

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 sub-contractor 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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. 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 DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the solicitation response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. 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.

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

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, 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 through 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 or services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the 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. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the 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

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. 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.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the solicitation is cancelled.

Core List pricing is to remain firm for the initial three (3) months of the contract. Changes to the core product list pricing must be the same change as made available for all customers.

The Contractor must inform the State Purchasing Bureau at least thirty (30) days prior to requesting a change. The contractor must provide documentation explaining their adjustments in costs to manufacture and produce or otherwise supply the products in order to adjust the charges for any Core product.

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. COST CLARIFICATION

The State reserves the right to review all aspects of cost 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.

H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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 performance 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.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary 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.

J. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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.

K. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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.

L. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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.

M. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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 in writing between the State and the Contractor.

N. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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 and 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.

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nita.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

P. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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.

Q. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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.

R. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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 Contract. 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 Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the 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.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[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 (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. 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

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

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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.

E. PAYMENT (Statutory)

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 (Statutory)

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 (Statutory)

The State's obligation to pay amounts due on the Contract for a 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 Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day 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. In no circumstances will 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 Solicitation Response (Initial)	NOTES/COMMENTS:
SB			

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 (.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.

T. **ORDER CONFIRMATION**

Line detail order confirmation will be sent via e-mail to the user placing the order and if needed, any additional e-mail addresses linked to the user account. It will also confirm stock of items ordered, and note those items that will not be fulfilled.

U. **SAMPLE(S)**

After award, facilities may from time to time, request a sample of product in order to ascertain whether it would be a useful inclusion to the facility dietary offerings. New product offerings may be provided by the contractor.

V. **REFERENCES**

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 may be identified by the company in the bid, those indicated through the explicitly specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects.

The State may use a third party to obtain reference checks. Bidding vendors are expected to comply with any third party reference check process used by the State.

List the name, addresses, and the telephone numbers of three companies/businesses that we may contact who are currently using the same equipment being bid for the same application.

1. OMAHA PUBLIC SCHOOLS, TAMMY YARMON, 402-557-2225
2. WESTSIDE PUBLIC SCHOOLS, ERIN VIK, (402)390-3383
3. BELLEVUE PUBLIC SCHOOLS, MARY HANSON, (402)293-5032

W. **CUSTOMER SERVICE**

The vendor shall list the name and phone number of the customer service representative who will be assigned to service the State of Nebraska's account:

Customer Service Representative: Scott Barnard
Phone Number: (402)970-0570
Fax Number: (402)970-0147
E-mail Address: sbarnard@hilanddairy.com

The State reserves the right to effect/request a change in the account representative assigned to this account if his/her performance is deemed consistently unsatisfactory.

VI. TECHNICAL SPECIFICATIONS

A. CONTRACTOR INSTRUCTIONS

Contractor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Contractor to qualify for the award.

"YES" response means the Contractor guarantees they can meet this condition.

"NO" response means the Contractor cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Contractor's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Contractor's alternative is an acceptable alternative.



B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
SB			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your proposal. Non-compliance to any single specification can void your proposal.
SB			2. It is the responsibility of Contractors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Contractor.
SB			3. No interpretation related to the meaning of solicitation specifications or other pre-proposal documents will be made orally to any Bidder by the State. Any solicitation interpretation must be put in writing by the Bidder by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. MILK/DAIRY PRODUCTS

YES	NO	NO & PROVIDE ALTERNATIVE	1. CORE MILK/DAIRY PRODUCTS AND PRICING
SB			A. The Bidder shall provide a bid for each Dairy core item listed in DCS Attachment A
SB			B. The Bidder shall provide a bid for each Dairy core item listed in DHHS Attachment B.
SB			C. The Bidder shall provide a bid for each Dairy core item listed in NDVA Attachment C.
SB			D. If not already specified, Bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for initial three (3) months of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
SB			E. The Contractor must inform the State Purchasing Bureau at least 30 days prior to requesting a change. The contractor must provide documentation explaining their adjustments in costs to manufacture and produce or otherwise supply the products in order to adjust the charges for any Core product.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. GRADING SPECIFICATIONS
SB			A. For information on USDA grading for dairy, see: http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3103624
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. MILK/DAIRY PACKAGING NEEDS - GENERAL
SB			A. Bidder can provide cardboard containers and plastic containers for milk per request of facility.
SB			B. For half-pint individual servings, Bidders should be able to provide either cardboard containers or plastic containers. Illustrations are representative only: <div style="display: flex; justify-content: space-around; align-items: center;">   </div>
SB			C. Bidder can provide 5 Gallon Bladders for dispensing machines.
SB			D. Bidder can provide 1 Gallon containers and Half Gallon containers.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	4. ORDER CONFIRMATION PROCEDURES FOR MILK/DAIRY PRODUCTS DEPARTMENT OF CORRECTIONAL SERVICES
SB			A. A firm order for Department of Correctional Services will be provided to the Contractor by the ordering state facility a minimum of 72 hours before delivery is required.
SB			B. Line detail order confirmation will be sent via e-mail to the user placing the order within 24 hours of order being placed and if needed, any additional e-mail addresses linked to the user account.
SB			C. Contractor's Order Confirmation will confirm stock availability. Order Confirmation will identify those items that cannot be filled and offer a one-time alternative equivalent substitute at no additional charge.
SB			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
SB			E. <i>All Catalog/non-core list items ordered or shipped will be invoiced separately.</i>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. ORDER CONFIRMATION PROCEDURES FOR MILK/DAIRY PRODUCTS FOR DHHS AND NDVA
SB			A. A firm order for will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
SB			B. Line detail order confirmation will be sent via e-mail to the user placing the order within 24 hours of order being placed and if needed, any additional e-mail addresses linked to the user account.
SB			C. Contractor's Order Confirmation will confirm stock availability. Order Confirmation will identify those items that cannot be filled and offer a one-time alternative equivalent substitute at no additional charge.
SB			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. MILK/DAIRY PRODUCTS GENERAL DELIVERY INSTRUCTIONS
SB			A. Estimated delivery service to each State facility can be found on Attachment E . Facility address and delivery contacts are on attached sheets.
SB			B. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product

SB			category. This includes dry goods, refrigerated goods and frozen items. The intent is that each ordering facility's products are properly handled and segregated from every other ordering facility and/or customer.
SB			C. All delivered product will be clean and free of debris no matter the size or type of container.
SB			D. Contractor must ensure when loading the trucks that all appropriate temperatures and guidelines are adhered to and there is a barrier between frozen and dry goods to ensure the integrity of the frozen products. All USDA and HACCP guidelines will be adhered to.
SB			E. Delivery personnel will be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process if not provided at the facility. Note: Some state facilities may be able to assist in the off load process.
SB			F. Contractor is able to provide alternate delivery methods for facilities that cannot accommodate full size trucks. If "YES", please list size(s) of alternate truck(s) and/or alternate delivery method: _____
SB			G. DHHS/NDVA Facility Delivery Instructions: Contractor's delivery personnel must wait for the order to be received, invoice(s) / packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc.) documented on the delivery invoice. This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
SB			H. NDCS Facility Delivery Instructions: NDCS Central Warehouse receives all food orders placed for the Nebraska State Penitentiary (NSP). The Tecumseh State Correctional Institution (TSCI) warehouse receives all food orders placed by that facility. For Central Warehouse and Tecumseh deliveries, warehouse staff will acknowledge receipt of orders delivered by stamping the invoice "Receipt Acknowledged – Quantities To Be Verified." Within 72 hours of delivery the product will be shipped to the facility which placed the order and Food Service staff will verify quantities and report any discrepancies to the Contractor. For the Work Ethic Camp (WEC), McCook, warehouse staff will acknowledge receipt of orders delivered by stamping the invoice "Receipt Acknowledged – Quantities To Be Verified." WEC Food Service staff will verify quantities and report any discrepancies to the Contractor. The delivery instructions for all other NDCS facilities are the same as listed in "G" above.
SB			I. If damage is detected prior to delivery being complete, the product will be returned and a credit memo will be issued by the delivery personnel.
SB			J. If damage is detected after delivery is complete, the facility will contact the vendor with a list of the damaged items/circumstances of damage as soon as detected.
SB			K. Deliveries must be clearly marked with the invoice/purchase order number.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	7. CATALOG MILK/DAIRY PRODUCTS AND PRICING
SB			A. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Milk/Dairy items available from the vendor, but not listed as part of the Milk/Dairy Core Lists, A – C .
SB			B. Bidder will ensure that Milk/Dairy Catalog categories include Ice Cream and Related Products, Including Soft Serve Mix Options for DHHS, NDCS and NDVA.
SB			C. Prices for Catalog items shall be determined by applying the quoted discount for the item to the supplier/vendor's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. The Bidder shall provide percent discount on Attachment D for all statewide facilities .

NOTES/COMMENTS:

End of Dairy Specifications

Western Nebraska Delivery Availability

Bidder Instructions 6697 OF

BIDDER INSTRUCTIONS

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A "YES" response means the bidder guarantees they can meet this condition. A "NO" response means the bidder cannot meet this condition and will not be considered. "NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. WESTERN NEBRASKA VETERANS' HOME (WNVH), Scottsbluff, NE
SB			A. Bidder is able to deliver Milk/Dairy products to the Western Nebraska Veterans' Home in Scottsbluff.
SB			B. Bidder list delivery time ARO: <u>Same as current set up</u>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. WORK ETHIC CAMP (WEC), McCook, NE
SB			A. Bidder is able to deliver Milk/Dairy products to the Work Ethic Camp in McCook.
SB			B. Bidder list delivery time ARO: <u>Same as current set up</u>
NOTES/COMMENTS:			

End of Western Nebraska Delivery Availability

Form A
Contractor Contact Sheet
Invitation To Bid Number 6697 OF

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the Contractor's name and address, and the specific person(s) who are responsible for preparation of the Contractor's response.

Preparation of Solicitation Contact Information	
Contractor Name:	Hiland Dairy Foods, LLC
Contractor Address:	2901 Cuming St Omaha, NE 68131
Contact Person & Title:	Raquel Merwald, Sales Administrative Assistant
E-mail Address:	rmerwald@hilanddairy.com
Telephone Number (Office):	402)970-0571
Telephone Number (Cellular):	
Fax Number:	(402)970-0147

Each Contractor shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Contractor's response should become necessary.

Communication with the State Contact Information	
Contractor Name:	Hiland Dairy Foods, LLC
Contractor Address:	2901 Cuming St Omaha, NE 68131
Contact Person & Title:	Scott Barnard, District Sales Manager
E-mail Address:	sbarnard@hilanddairy.com
Telephone Number (Office):	(402)970-0570
Telephone Number (Cellular):	(402)657-3468
Fax Number:	(402)970-0147