

STATE OF NEBRASKA CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14529 OC

PAGE 1 of 2	ORDER DATE 03/06/22
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 500106	
VENDOR ADDRESS: HILAND DAIRY FOODS COMPANY LLC 2901 CUMING ST PO BOX 3825 OMAHA NE 68103-0825	

THE CONTRACT PERIOD IS:

JUNE 20, 2020 THROUGH JUNE 19, 2022

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document 5143 OF

Contract to supply and deliver Milk/Dairy Products to the State of Nebraska as per the attached specifications for the contract period June 20, 2020 through June 19, 2022.

Vendor Contact: Scott Barnard
Phone: 402-970-0570
E-Mail: sbarnard@hilanddairy.com

This is the second renewal of the contract as amended. (5/28/20 sc)

AMENDMENT SIX (6) AS ATTACHED. (10/21/20 sc)

Amendment Seven (7) as attached. (MH 3/6/22)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DCS MILK/DAIRY PRODUCTS ATTACHMENT D CORE ITEMS LIST	1,435,928.0400	\$	1.0000
2	DHHS MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	1,654,278.4000	\$	1.0000
3	SCHOOL LUNCH PROGRAM ATTACHMENT M CORE ITEMS LIST	31,373.9200	\$	1.0000
4	OTHER NON-CORE/CATALOG PRODUCT ZERO PERCENT DISCOUNT FROM CATALOG	410,000.0000	\$	1.0000

DocuSigned by:
Julie Dabydeen 3/7/2022
0FA0706F43004ED...

BUYER

DocuSigned by:
Amara Block 3/10/2022
4CFF27141162A4A2...

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

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PAGE 2 of 2		ORDER DATE 03/06/22	
BUSINESS UNIT 9000		BUYER JULIE DABYDEEN (AS)	
VENDOR NUMBER: 500106			

CONTRACT NUMBER
14529 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	NDVA MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	800,000.0000	\$	1.0000



DS
JD

BUYER INITIALS

AMENDMENT SEVEN
Contract 14529 OC
Milk/Dairy Products for the State of Nebraska
Between
The State of Nebraska and Hiland Dairy Foods Company, LLC

This Amendment (the "Amendment") is made by the State of Nebraska and Hiland Dairy Foods Company, LLC, parties to Contract 14529 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract effective March 20, 2022 as follows:

1. Attachment D3 – Core Items List, is deleted in its entirety and replaced with Attachment D4 – Core Items List, attached hereto.

Attachment D4 is incorporated in its entirety into the contract.

2. Attachment J4 – Core Items List, is deleted in its entirety and replaced with Attachment J5 – Core Items List, attached hereto.

Attachment J5 is incorporated in its entirety into the contract.

3. Attachment M2 – Core Items List, is deleted in its entirety and replaced with Attachment M3 – Core Items List, attached hereto.

Attachment M3 is incorporated in its entirety into the contract.

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

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

State of Nebraska

DocuSigned by:
By: Amara Block
4CFF2711162A4A2...

Name: Amara Block

Title: General Counsel and
Acting Chief Procurement Officer

Date: 3/10/2022

Contractor: Hiland Dairy Foods Company, LLC

DocuSigned by:
By: Scott Barnard
58DE73AA2BB3401...

Name: Scott Barnard

Title: District sales Manager

Date: 3/4/2022

Attachment D4 - Core Items List		
<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
9171	MILK, WHITE, 1%, HILAND BRAND, 1/2 PT	\$ 0.1889
1341	MILK, WHITE, 1%, HILAND BRAND, 5 GAL	\$ 13.0342
9224	SOUR CREAM, HILAND BRAND, 5 LB.	\$ 7.2975
9178	MILK, CHOCOLATE SKIM, GRADE A, HILAND 1/2 PINT	\$ 0.2008
11467	1 LB OLEO SOLIDS GLD	\$ 1.1595

Attachment J5 - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Case Price</u>
16915	CHEESE AMERICAN SLICED, PERFORMANCE FOOD GROUP/WEST CREEK, 4.5#/CS, \$12.9360/ EA	\$ 51.74
16921	CHEESE CHEDDAR MILK SHRED REGULAR, PERFORMANCE FOOD GROUP/NORTHERN STAR, 4.5#/CS, \$11.15/EA	\$ 44.60
16927	CHEESE MOZZARELLA SHRED, PERFORMANCE FOOD GROUP/NORTHLAND MTAR, 4.5#/CS, \$12.9049/EA	\$ 51.62
5762	COTTAGE CHEESE, MILKFAT 2%, PRAIRIE FARMS/HILAND, 5#	\$ 7.4175
5763	COTTAGE CHEESE, MILKFAT 4%, PRAIRIE FARMS/HILAND, 5#	\$ 7.4175
20283	COTTAGE CHEESE, LOW FAT, 2% MILKFAT, 4OZ, SNACK CUPS - .4775/EA	\$ 5.7300
29949	CREAM CHEESE LOAF, GRASSLAND, 10.3#/CS, \$6.95/EA	\$ 41.70
16470-16433	FAT FREE YOGURT ASSORTED FLAVORS, PRAIRIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
16446-16456	LOW FAT YOGURT ASSORTED FLAVORS, PRARIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84

11467	MARGARINE, SOLID, VENTURA FOODS/GOLDEN SWEET, 1#/CS, \$1.1595/EA	\$ 34.79
25281	MILK, CHOCOLATE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.2326
9178	MILK, CHOCOLATE SKIM, GRADE A, HILAND, 1/2 PINT	\$ 0.2008
9171	MILK, WHITE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.1889
9168	MILK, WHITE 2%, GRADE A, HILAND, 1/2 PINT	\$ 0.2067
9173	MILK, WHITE, FAT FREE, GRADE A, HILAND, 1/2 PINT	\$ 0.1829
9165	MILK, WHITE, WHOLE, GRADE A, HILAND, 1/2 PINT	\$ 0.2311
9224	SOUR CREAM, HEAVY, HILAND, 5#	\$ 7.2975
25293	SOUR CREAM, LIGHT, HILAND, 5#	\$ 6.0475

Attachment M3 - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
9173	MILK, WHITE, FAT FREE, GRADE A - NO SUBSTITUTION, HILAND, 1/2 PINT	\$ 0.1829
16470-16433	FAT FREE YOGURT ASSORTED FLAVORS, PRAIRIE FARMS/HILAND, 48/6 OZ	\$ 0.4400
9508	JUICE ORANGE 100%, HILAND, 75/4 OZ, CASE PRICE \$11.215	\$ 0.1495

STATE OF NEBRASKA CONTRACT AMENDMENT

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CONTRACT NUMBER
14529 OC

PAGE 1 of 2	ORDER DATE 10/21/20
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 500106	
VENDOR ADDRESS: HILAND DAIRY FOODS COMPANY LLC 2901 CUMING ST PO BOX 3825 OMAHA NE 68103-0825	

THE CONTRACT PERIOD IS:

JUNE 20, 2020 THROUGH JUNE 19, 2022

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document 5143 OF

Contract to supply and deliver Milk/Dairy Products to the State of Nebraska as per the attached specifications for the contract period June 20, 2020 through June 19, 2022.

Vendor Contact: Scott Barnard
Phone: 402-970-0570
E-Mail: sbarnard@hilanddairy.com

This is the second renewal of the contract as amended. (5/28/20 sc)

AMENDMENT SIX (6) AS ATTACHED. (10/21/20 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DCS MILK/DAIRY PRODUCTS ATTACHMENT D CORE ITEMS LIST	1,435,928.0400	\$	1.0000
2	DHHS MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	1,654,278.4000	\$	1.0000
3	SCHOOL LUNCH PROGRAM ATTACHMENT M CORE ITEMS LIST	31,373.9200	\$	1.0000
4	OTHER NON-CORE/CATALOG PRODUCT ZERO PERCENT DISCOUNT FROM CATALOG	410,000.0000	\$	1.0000
5	NDVA MILK/DAIRY PRODUCTS	800,000.0000	\$	1.0000

DS
RC
10/22/2020
Julie Dabydeen
06A0788F43004ED BUYER
10/23/2020
MATERIALS ADMINISTRATOR

10/22/2020

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
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CONTRACT NUMBER
14529 OC

PAGE 2 of 2		ORDER DATE 10/21/20	
BUSINESS UNIT 9000		BUYER JULIE DABYDEEN (AS)	
VENDOR NUMBER: 500106			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	ATTACHMENT J CORE ITEMS LIST			



BUYER INITIALS

AMENDMENT SIX
Contract 14529 OC
Milk/Dairy Products for the State of Nebraska
Between
The State of Nebraska and Hiland Dairy Foods Company, LLC

This Amendment (the "Amendment") is made by the State of Nebraska and Hiland Dairy Foods Company, LLC, parties to Contract 14529 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract effective upon execution by both parties as follows:

1. Attachment D2 – Core Items List, is deleted in its entirety and replaced with Attachment D3 – Core Items List, attached hereto.

Attachment D3 is incorporated in its entirety into the contract.

2. Attachment J3 – Core Items List, is deleted in its entirety and replaced with Attachment J4 – Core Items List, attached hereto.

Attachment J4 is incorporated in its entirety into the contract.

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

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

State of Nebraska

DocuSigned by:

By: 

6F1A26D8C1D24BC...

Name: Doug Carlson

Title: Materiel Administrator

Date: 10/23/2020

Contractor: Hiland Dairy Foods Company, LLC

By: 

Name: Scott Barnard

Title: District Sales Manager

Date: 10/21/2020

Attachment D3 - Core Items List		
<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
9171	MILK, WHITE, 1%, HILAND BRAND, 1/2 PT	\$ 0.1838
1341	MILK, WHITE, 1%, HILAND BRAND, 5 GAL	\$ 12.6262
9224	SOUR CREAM, HILAND BRAND, 5 LB.	\$ 7.25
9178	MILK, CHOCOLATE SKIM, GRADE A, HILAND 1/2 PINT	\$ 0.1957
11467	1 LB OLEO SOLIDS GLD	\$ 0.8851

Attachment J4 - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Case Price</u>
16915	CHEESE AMERICAN SLICED, PERFORMANCE FOOD GROUP/WEST CREEK, 4.5#/CS, \$10.78/EA	\$ 43.12
16921	CHEESE CHEDDAR MILK SHRED REGULAR, PERFORMANCE FOOD GROUP/NORTHERN STAR, 4.5#/CS, \$11.15/EA	\$ 44.60
16927	CHEESE MOZZARELLA SHRED, PERFORMANCE FOOD GROUP/NORTHLAND MTAR, 4.5#/CS, \$12.9049/EA	\$ 51.62
5762	COTTAGE CHEESE, MILKFAT 2%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
5763	COTTAGE CHEESE, MILKFAT 4%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
20283	COTTAGE CHEESE, LOW FAT, 2% MILKFAT, 4OZ, SNACK CUPS - .4775/EA	\$ 5.7300
29949	CREAM CHEESE LOAF, GRASSLAND, 10.3#/CS, \$6.95/EA	\$ 41.70
16470-16433	FAT FREE YOGURT ASSORTED FLAVORS, PRAIRIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
16446-16456	LOW FAT YOGURT ASSORTED FLAVORS, PRARIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
11467	MARGARINE, SOLID, VENTURA FOODS/GOLDEN SWEET, 1#/CS, .8851/EA	\$ 26.55

25281	MILK, CHOCOLATE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.2275
9178	MILK, CHOCOLATE SKIM, GRADE A, HILAND, 1/2 PINT	\$ 0.1957
9171	MILK, WHITE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.1838
9168	MILK, WHITE 2%, GRADE A, HILAND, 1/2 PINT	\$ 0.2016
9173	MILK, WHITE, FAT FREE, GRADE A, HILAND, 1/2 PINT	\$ 0.1778
9165	MILK, WHITE, WHOLE, GRADE A, HILAND, 1/2 PINT	\$ 0.2260
9224	SOUR CREAM, HEAVY, HILAND, 5#	\$ 7.25
25293	SOUR CREAM, LIGHT, HILAND, 5#	\$ 6.00

STATE OF NEBRASKA CONTRACT AWARD

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14529 OC

PAGE 1 of 1	ORDER DATE 05/28/20
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 500106	
VENDOR ADDRESS: HILAND DAIRY FOODS COMPANY LLC 2901 CUMING ST PO BOX 3825 OMAHA NE 68103-0825	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JUNE 20, 2020 THROUGH JUNE 19, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document 5143 OF

Contract to supply and deliver Milk/Dairy Products to the State of Nebraska as per the attached specifications for the contract period June 20, 2020 through June 19, 2022.

Vendor Contact: Scott Barnard
Phone: 402-970-0570
E-Mail: sbarnard@hilanddairy.com

This is the second renewal of the contract as amended. (5/28/20 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DCS MILK/DAIRY PRODUCTS ATTACHMENT D CORE ITEMS LIST	1,435,928.0400	\$	1.0000
2	DHHS MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	1,654,278.4000	\$	1.0000
3	SCHOOL LUNCH PROGRAM ATTACHMENT M CORE ITEMS LIST	31,373.9200	\$	1.0000
4	OTHER NON-CORE/CATALOG PRODUCT ZERO PERCENT DISCOUNT FROM CATALOG	410,000.0000	\$	1.0000
5	NDVA MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	800,000.0000	\$	1.0000

Julie Dabydeen 5/29/20
BUYER
MATERIEL ADMINISTRATOR 5/29/2020

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT RENEWAL

December 11, 2019

Mr. Greg Smith
Hiland Dairy Foods Company LLC
2901 Cuming St
PO Box 3825
Omaha, NE 68103-0825

RE: Contract Number 14529 OC, Milk/Dairy Products

Dear Mr. Smith:

The above named contract for providing Milk/Dairy Products to the State of Nebraska, expires June 19, 2020.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional two (2) year period, i.e. June 20, 2020 through June 19, 2022.

If this is agreeable with Hiland Dairy Foods Company LLC, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Hiland Dairy Foods Company LLC does not intend to renew contract number 14529 OC, and thus may begin the formal solicitation process to obtain Milk/Dairy Products.

Sincerely,



Julie Dabydeen, Buyer
State Purchasing Bureau

Hiland Dairy Foods Company LLC is agreeable to the renewal of 14529 OC for Milk/Dairy Products June 20, 2020 through June 19, 2022.

Signature

Title

Date


District Sales Manager
1/13/2020

Doug Carlson, Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

das.nebraska.org

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
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Lincoln, Nebraska 68508

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CONTRACT NUMBER
14529 OC

PAGE 1 of 2	ORDER DATE 03/25/20
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 500106	
VENDOR ADDRESS: HILAND DAIRY FOODS COMPANY LLC 2901 CUMING ST PO BOX 3825 OMAHA NE 68103-0825	

THE CONTRACT PERIOD IS:

JUNE 20, 2018 THROUGH JUNE 19, 2020

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document 5143 OF

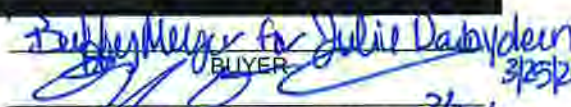
Contract to supply and deliver Milk/Dairy Products to the State of Nebraska as per the attached specifications for the contract period June 20, 2018 through June 19, 2020. The contract may be renewed for one (1) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Scott Barnard
Phone: 402-970-0570
E-Mail: sbarnard@hilanddairy.com

This is the first renewal of the contract as amended. (5/15/2018 lk)

Amendment Five (5) as attached. (3/25/20 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DCS MILK/DAIRY PRODUCTS ATTACHMENT D CORE ITEMS LIST	935,928.0400	\$	1.0000
2	DHHS MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	1,654,278.4000	\$	1.0000
3	SCHOOL LUNCH PROGRAM ATTACHMENT M CORE ITEMS LIST	31,373.9200	\$	1.0000
4	OTHER NON-CORE/CATALOG PRODUCT ZERO PERCENT DISCOUNT FROM CATALOG	210,000.0000	\$	1.0000

3/25/20

 BUYER
 MATERIAL ADMINISTRATOR
 3/26/2020

STATE OF NEBRASKA CONTRACT AMENDMENT

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CONTRACT NUMBER
14529 OC

PAGE 2 of 2		ORDER DATE 03/25/20	
BUSINESS UNIT 9000		BUYER JULIE DABYDEEN (AS)	
VENDOR NUMBER: 500106			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	NDVA MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	800,000.0000	\$	1.0000

BUYER INITIALS

AMENDMENT FIVE
Contract 14529 OC
Milk/Dairy Products for the State of Nebraska
Between
The State of Nebraska and Hiland Dairy Foods Company, LLC

This Amendment (the "Amendment") is made by the State of Nebraska and Hiland Dairy Foods Company, LLC, parties to Contract 14529 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract effective March 20, 2020 as follows:

1. Attachment D1 – Core Items List, is deleted in its entirety and replaced with Attachment D2 – Core Items List, attached hereto.

Attachment D2 is incorporated in its entirety into the contract.

2. Attachment J2 – Core Items List, is deleted in its entirety and replaced with Attachment J3 – Core Items List, attached hereto.

Attachment J3 is incorporated in its entirety into the contract.

3. Attachment M1 – Core Items List, is deleted in its entirety and replaced with Attachment M2 – Core Items List, attached hereto.

Attachment M2 is incorporated in its entirety into the contract.

4. Contact information is hereby superseded and replaced by:
Vendor Contact: Scott Barnard
Phone: (402)970-0570
E-mail: sbarnard@hilanddairy.com

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

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

State of Nebraska

By: 

Name: Douglas D Corbin

Title: Material Administrator

Date: 3/26/2020

Contractor: Hiland Dairy Foods Company, LLC

By: 

Name: Scott Barnard

Title: District Sales Manager

Date: 3/19/2020

Attachment D2 - Core Items List

Item #	Item Description	Unit Price
9171	MILK, WHITE, 1%, HILAND BRAND, 1/2 PT	\$ 0.1838
1341	MILK, WHITE, 1%, HILAND BRAND, 5 GAL	\$ 12.6262
9224	SOUR CREAM, HILAND BRAND, 5 LB.	\$ 7.2500
9178	MILK, CHOCOLATE SKIM, GRADE A, HILAND 1/2 PINT	\$ 0.1687

Attachment D2 - Core Items List

Item #	Item Description	Unit Price
9171	MILK, WHITE, 1%, HILAND BRAND, 1/2 PT	\$ 0.1838
1341	MILK, WHITE, 1%, HILAND BRAND, 5 GAL	\$ 12.63
9224	SOUR CREAM, HILAND BRAND, 5 LB.	\$ 7.25
9178	MILK, CHOCOLATE SKIM, GRADE A, HILAND 1/2 PINT	\$ 0.1687

Attachment J3 - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Case Price</u>
16915	CHEESE AMERICAN SLICED, PERFORMANCE FOOD GROUP/WEST CREEK, 4.5#/CS, \$10.78/EA	\$ 43.12
16915	CHEESE CHEDDAR MILK SHRED REGULAR, PERFORMANCE FOOD GROUP/NORTHERN STAR, 4.5#/CS, \$11.15/EA	\$ 44.60
16927	CHEESE MOZZARELLA SHRED, PERFORMANCE FOOD GROUP/NORTHLAND MTAR, 4.5#/CS, \$12.9049/EA	\$ 51.62
5762	COTTAGE CHEESE, MILKFAT 2%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
5763	COTTAGE CHEESE, MILKFAT 4%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
29949	CREAM CHEESE LOAF, GRASSLAND, 10.3#/CS, \$6.95/EA	\$ 41.70
16470-16433	FAT FREE YOGURT ASSORTED FLAVORS, PRAIRIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
16446-16456	LOW FAT YOGURT ASSORTED FLAVORS, PRARIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
11467	MARGARINE, SOLID, VENTURA FOODS/GOLDEN SWEET, 1#/CS, .8851/EA	\$ 26.55
<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
25281	MILK, CHOCOLATE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.2275
9178	MILK, CHOCOLATE SKIM, GRADE A, HILAND, 1/2 PINT	\$ 0.1957

Attachment J3 - Core Items List

9171	MILK, WHITE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.1838
9168	MILK, WHITE 2%, GRADE A, HILAND, 1/2 PINT	\$ 0.2016
9173	MILK, WHITE, FAT FREE, GRADE A, HILAND, 1/2 PINT	\$ 0.1778
9165	MILK, WHITE, WHOLE, GRADE A, HILAND, 1/2 PINT	\$ 0.2260
9224	SOUR CREAM, HEAVY, HILAND, 5#	\$ 7.25
25293	SOUR CREAM, LIGHT, HILAND, 5#	\$ 6.00

Attachment D2 - Core Items List

Item #	Item Description	Unit Price
9171	MILK, WHITE, 1%, HILAND BRAND, 1/2 PT	\$ 0.1838
1341	MILK, WHITE, 1%, HILAND BRAND, 5 GAL	\$ 12.6262
9224	SOUR CREAM, HILAND BRAND, 5 LB.	\$ 7.25
9178	MILK, CHOCOLATE SKIM, GRADE A, HILAND 1/2 PINT	\$ 0.1957

Attachment M2 - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
9173	MILK, WHITE, FAT FREE, GRADE A - NO SUBSTITUTION, HILAND, 1/2 PINT	\$ 0.1778
16470-16433	FAT FREE YOGURT ASSORTED FLAVORS, PRAIRIE FARMS/HILAND, 48/6 OZ	\$ 0.4400
9508	JUICE ORANGE 100%, HILAND, 75/4 OZ, CASE PRICE \$11.215	\$ 0.1495

Attachment J3 - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Case Price</u>
16915 EA	CHEESE AMERICAN SLICED, PERFORMANCE FOOD GROUP/WEST CREEK, 4.5#/CS, \$10.78/EA	\$ 43.12
16921 STAR, 4.5#/CS, \$11.15/EA	CHEESE CHEDDAR MILK SHRED REGULAR, PERFORMANCE FOOD GROUP/NORTHERN	\$ 44.60
16927	CHEESE MOZZARELLA SHRED, PERFORMANCE FOOD GROUP/NORTHLAND MTAR, 4.5#/CS, \$12.9049/EA	\$ 51.62
5762	COTTAGE CHEESE, MILKFAT 2%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
5763	COTTAGE CHEESE, MILKFAT 4%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
29949	CREAM CHEESE LOAF, GRASSLAND, 10.3#/CS, \$6.95/EA	\$ 41.70
16470-16433	FAT FREE YOGURT ASSORTED FLAVORS, PRAIRIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
16446-16456	LOW FAT YOGURT ASSORTED FLAVORS, PRARIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
11467	MARGARINE, SOLID, VENTURA FOODS/GOLDEN SWEET, 1#/CS, .8851/EA	\$ 26.55
<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
25281	MILK, CHOCOLATE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.2275
9178	MILK, CHOCOLATE SKIM, GRADE A, HILAND, 1/2 PINT	\$ 0.1957

Attachment J3 - Core Items List

9171	MILK, WHITE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.1838
9168	MILK, WHITE 2%, GRADE A, HILAND, 1/2 PINT	\$ 0.2016
9173	MILK, WHITE, FAT FREE, GRADE A, HILAND, 1/2 PINT	\$ 0.1778
9165	MILK, WHITE, WHOLE, GRADE A, HILAND, 1/2 PINT	\$ 0.2260
9224	SOUR CREAM, HEAVY, HILAND, 5#	\$ 7.25
25293	SOUR CREAM, LIGHT, HILAND, 5#	\$ 6.00

STATE OF NEBRASKA CONTRACT AWARD

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14529 OC

PAGE 1 of 2	ORDER DATE 05/22/18
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 500106	
VENDOR ADDRESS: HILAND DAIRY FOODS COMPANY LLC 2901 CUMING ST PO BOX 3825 OMAHA NE 68103-0825	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JUNE 20, 2018 THROUGH JUNE 19, 2020

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document 5143 OF

Contract to supply and deliver Milk/Dairy Products to the State of Nebraska as per the attached specifications for the contract period June 20, 2018 through June 19, 2020. The contract may be renewed for one (1) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Greg Smith
Phone: 402-344-4321 x 572
Fax: 402-970-0147
E-Mail: gsmith@hilanddairy.com

This is the first renewal of the contract as amended. (5/15/2018 lk)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DCS MILK/DAIRY PRODUCTS ATTACHMENT D CORE ITEMS LIST	935,928.0400	\$	1.0000
2	DHHS MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	1,654,278.4000	\$	1.0000
3	SCHOOL LUNCH PROGRAM ATTACHMENT M CORE ITEMS LIST	31,373.9200	\$	1.0000
4	OTHER NON-CORE/CATALOG PRODUCT ZERO PERCENT DISCOUNT FROM CATALOG	210,000.0000	\$	1.0000
5	NDVA MILK/DAIRY PRODUCTS	800,000.0000	\$	1.0000

5/22/18
pic Julie Dabeydeen 5/22/18
BUYER
MATERIEL ADMINISTRATOR
5/22/18

STATE OF NEBRASKA CONTRACT AWARD

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14529 OC

PAGE 2 of 2	ORDER DATE 05/22/18
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 500106	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	ATTACHMENT J CORE ITEMS LIST			


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14529 OC

PAGE 1 of 2	ORDER DATE 08/30/17
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 500106	
VENDOR ADDRESS: HILAND DAIRY FOODS COMPANY LLC 2901 CUMING ST PO BOX 3825 OMAHA NE 68103-0825	

THE CONTRACT PERIOD IS:

JUNE 20, 2016 THROUGH JUNE 19, 2018

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document 5143 OF

Contract to supply and deliver Milk/Dairy Products to the State of Nebraska as per the attached specifications for the contract period June 20, 2016 through June 19, 2018. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Greg Smith
Phone: 402-344-4321 x 572
Fax: 402-970-0147
E-Mail: gsmith@hilanddairy.com

(fc 06/13/16)

Amendment One as attached. (fc 09/09/16)
Amendment Two as attached. (fc 12/28/16)
Amendment Three as attached. (cp 6/26/17)
Amendment Four as attached. (cp 8/30/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DCS MILK/DAIRY PRODUCTS ATTACHMENT D CORE ITEMS LIST	935,928.0400	\$	1.0000
2	DHHS MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	1,654,278.4000	\$	1.0000
3	SCHOOL LUNCH PROGRAM ATTACHMENT M CORE ITEMS LIST	31,373.9200	\$	1.0000
4	OTHER NON-CORE/CATALOG PRODUCT	210,000.0000	\$	1.0000

9/6/17 Julie Dabydeen 9/6/17
BUYER
MATERIEL ADMINISTRATOR
8

STATE OF NEBRASKA CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
14529 OC

PAGE 2 of 2		ORDER DATE 08/30/17	
BUSINESS UNIT 9000		BUYER JULIE DABYDEEN (AS)	
VENDOR NUMBER: 500106			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	0% DISCOUNT FROM CATALOG			
5	NDVA MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	800,000.0000	\$	1.0000



BUYER INITIALS

AMENDMENT FOUR
Contract 14529 OC
Milk/Dairy Products for the State of Nebraska
Between
The State of Nebraska and Hiland Dairy Foods Company, LLC

This Amendment (the "Amendment") is made by the State of Nebraska and Hiland Dairy Foods Company, LLC, parties to Contract 14529 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

1. Effective upon execution, Attachment J1 – Core Items List, is deleted in its entirety and replaced with Attachment J2 – Core Items List, attached hereto.

Attachment J2 is incorporated in its entirety into the contract.

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

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

State of Nebraska

Contractor: Hiland Dairy Foods Company, LLC

By: Douglas Wilken

By: Greg Smith

Name: Douglas Wilken

Name: Greg Smith

Title: Material Administrator

Title: District Sales Manager

Date: 8 Sept 17

Date: 8/15/17

Attachment J2 - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Case Price</u>
2178	BUTTER, U.S. GRADE AA INDIVIDUAL WRAP, GRASSLAND/COUNTY CREAM, 90 CT/CS	\$ 16.80
9544	CHEESE AMERICAN LOAF YELLOW, PERFORMANCE FOOD GROUP/WEST CREEK, 6.5#/CS, \$10.78/EA	\$ 64.68
16915	CHEESE AMERICAN SLICED, PERFORMANCE FOOD GROUP/WEST CREEK, 4.5#/CS, \$10.78/ EA	\$ 43.12
16915	CHEESE CHEDDAR MILK SHRED REGULAR, PERFORMANCE FOOD GROUP/NORTHERN STAR, 4.5#/CS, \$11.15/EA	\$ 44.60
16927	CHEESE MOZZARELLA SHRED, PERFORMANCE FOOD GROUP/NORTHLAND MTAR, 4.5#/CS, \$11/EA	\$ 44.00
5762	COTTAGE CHEESE, MILKFAT 2%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
5763	COTTAGE CHEESE, MILKFAT 4%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
16944	CREAM CHEESE LOAF, GRASSLAND, 10.3#/CS, \$6.95/EA	\$ 41.70
16470-16433	FAT FREE YOGURT ASSORTED FLAVORS, PRAIRIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
16446-16456	LOW FAT YOGURT ASSORTED FLAVORS, PRARIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
11467	MARGARINE, SOLID, VENTURA FOODS/GOLDEN SWEET, 1#/CS, .4990/EA	\$ 14.97
<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
25281	MILK, CHOCOLATE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.2079

Attachment J2 - Core Items List

9178	MILK, CHOCOLATE SKIM, GRADE A, HILAND, 1/2 PINT	\$ 0.1687
9171	MILK, WHITE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.16
9168	MILK, WHITE 2%, GRADE A, HILAND, 1/2 PINT	\$ 0.182
9173	MILK, WHITE, FAT FREE, GRADE A, HILAND, 1/2 PINT	\$ 0.1508
9165	MILK, WHITE, WHOLE, GRADE A, HILAND, 1/2 PINT	\$ 0.2117
9224	SOUR CREAM, HEAVY, HILAND, 5#	\$ 7.25
25293	SOUR CREAM, LIGHT, HILAND, 5#	\$ 6.00

STATE OF NEBRASKA CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14529 OC

PAGE 1 of 2	ORDER DATE 06/28/17
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 500106	
VENDOR ADDRESS: HILAND DAIRY FOODS COMPANY LLC 2901 CUMING ST PO BOX 3825 OMAHA NE 68103-0825	

THE CONTRACT PERIOD IS:

JUNE 20, 2016 THROUGH JUNE 19, 2018

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document 5143 OF

Contract to supply and deliver Milk/Dairy Products to the State of Nebraska as per the attached specifications for the contract period June 20, 2016 through June 19, 2018. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Greg Smith
Phone: 402-344-4321 x 572
Fax: 402-970-0147
E-Mail: gsmith@hilanddairy.com

(fc 06/13/16)

Amendment One as attached. (fc 09/09/16)
Amendment Two as attached. (fc 12/28/16)
Amendment Three as attached. (cp 6/26/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DCS MILK/DAIRY PRODUCTS ATTACHMENT D CORE ITEMS LIST	935,928.0400	\$	1.0000
2	DHHS MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	854,278.4000	\$	1.0000
3	SCHOOL LUNCH PROGRAM ATTACHMENT M CORE ITEMS LIST	31,373.9200	\$	1.0000
4	OTHER NON-CORE/CATALOG PRODUCT 0% DISCOUNT FROM CATALOG	210,000.0000	\$	1.0000

Julie Dabydeen 6/28/17
BUYER 6/28/17
Douglas Johnson 29 JUNE 17
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
14529 OC

PAGE 2 of 2		ORDER DATE 06/26/17	
BUSINESS UNIT 9000		BUYER JULIE DABYDEEN (AS)	
VENDOR NUMBER: 500106			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	NDVA MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	800,000.0000	\$	1.0000



BUYER INITIALS

AMENDMENT THREE
Contract 14529 OC
Milk/Dairy Products for the State of Nebraska
Between
The State of Nebraska and Hiland Dairy Foods Company, LLC

This Amendment (the "Amendment") is made by the State of Nebraska and Hiland Dairy Foods Company, LLC, parties to Contract 14529 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Effective July 1, 2017, the Veterans' Homes in Nebraska will become part of the Department of Veterans' Affairs and will no longer be part of line 2 for the Department of Health and Human Services Milk/Dairy Products.

1. Line 5 is added to the contract for use by the Department of Veterans' Affairs.

Line	Description	Unit of Measure	Unit Price
5	NDVA MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	5	1.0000

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

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

State of Nebraska

By: *Douglas Wilken*

Name: DOUGLAS WILKEN

Title: Material Administrator

Date: 29 JUNE 17

Contractor: Hiland Dairy Foods Company, LLC

By: *Greg Smith*

Name: Greg Smith

Title: Plant Sales Manager

Date: 6/23/17

STATE OF NEBRASKA CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14529 OC

PAGE 1 of 1	ORDER DATE 12/28/16
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 500106	
VENDOR ADDRESS: HILAND DAIRY FOODS COMPANY LLC 2901 CUMING ST PO BOX 3825 OMAHA NE 68103-0825	

THE CONTRACT PERIOD IS:

JUNE 20, 2016 THROUGH JUNE 19, 2018

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document 5143 OF

Contract to supply and deliver Milk/Dairy Products to the State of Nebraska as per the attached specifications for the contract period June 20, 2016 through June 19, 2018. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Greg Smith
Phone: 402-344-4321 x 572
Fax: 402-970-0147
E-Mail: gsmith@hilanddairy.com

(fc 06/13/16)

Amendment One as attached. (fc 09/09/16)
Amendment Two as attached. (fc 12/28/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DCS MILK/DAIRY PRODUCTS ATTACHMENT D CORE ITEMS LIST	935,928.0400	\$	1.0000
2	DHHS MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	854,278.4000	\$	1.0000
3	SCHOOL LUNCH PROGRAM ATTACHMENT M CORE ITEMS LIST	31,373.9200	\$	1.0000
4	OTHER NON-CORE/CATALOG PRODUCT 0% DISCOUNT FROM CATALOG	210,000.0000	\$	1.0000

12/28/16
KLC PG 19
Julie Dabydeen 12/29/16
BUYER KS 12-29-16
13 129/16
MATERIAL ADMINISTRATOR

AMENDMENT TWO
Contract 14529 OC
Milk/Dairy Products for the State of Nebraska
Between
The State of Nebraska and Hiland Dairy Foods Company, LLC

This Amendment (the "Amendment") is made by the State of Nebraska and Hiland Dairy Foods Company, LLC, parties to Contract 14529 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

1. Effective upon execution, Attachment M – Core Items List, is deleted in its entirety and replaced with Attachment M1 – Core Items List, attached hereto.

Attachment M1 is incorporated in its entirety into the contract.

2. Effective upon execution, in Section III. EE. Administrative Fee/Rebate Remittance Location is deleted in its entirety and replaced with the following:

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

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

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

State of Nebraska

By: 

Name: Bo Botelho

Title: Material Administrator

Date: 12/29/16

Contractor: Hiland Dairy Foods Company, LLC

By: 

Name: Terry L Landes II

Title: Sales Manager

Date: December 22, 2016

Attachment M1 - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
9173	MILK, WHITE, FAT FREE, GRADE A - NO SUBSTITUTION, HILAND, 1/2 PINT	\$ 0.1508
16470-16433	FAT FREE YOGURT ASSORTED FLAVORS, PRAIRIE FARMS/HILAND, 48/6 OZ	\$ 0.4400
9508	JUICE ORANGE 100%, HILAND, 75/4 OZ, CASE PRICE \$11.215	\$ 0.1495

STATE OF NEBRASKA CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14529 OC

PAGE 1 of 1	ORDER DATE 09/09/16
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 500106	
VENDOR ADDRESS: HILAND DAIRY FOODS COMPANY LLC 2901 CUMING ST PO BOX 3825 OMAHA NE 68103-0825	

THE CONTRACT PERIOD IS:

JUNE 20, 2016 THROUGH JUNE 19, 2018

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document 5143 OF

Contract to supply and deliver Milk/Dairy Products to the State of Nebraska as per the attached specifications for the contract period June 20, 2016 through June 19, 2018. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Greg Smith
Phone: 402-344-4321 x 572
Fax: 402-970-0147
E-Mail: gsmith@hilanddairy.com

(fc 06/13/16)

Amendment One as attached. (fc 09/09/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DCS MILK/DAIRY PRODUCTS ATTACHMENT D1 CORE ITEMS LIST	935,928.0400	\$	1.0000
2	DHHS MILK/DAIRY PRODUCTS ATTACHMENT J1 CORE ITEMS LIST	854,278.4000	\$	1.0000
3	SCHOOL LUNCH PROGRAM ATTACHMENT M CORE ITEMS LIST	31,373.9200	\$	1.0000
4	OTHER NON-CORE/CATALOG PRODUCT 0% DISCOUNT FROM CATALOG	210,000.0000	\$	1.0000

Julie Dabodeen 9/12/16
BUYER *KS 9-12-16*
9/12/16
MATERIEL ADMINISTRATOR

AMENDMENT ONE
Contract 14529 OC
Milk/Dairy Products for the State of Nebraska
Between
The State of Nebraska and Hiland Dairy Foods Company, LLC

This Amendment (the "Amendment") is made by the State of Nebraska and Hiland Dairy Foods Company, LLC, parties to Contract 14529 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

1. Effective upon execution Attachment D – Core Item List, is deleted in its entirety and replaced with Attachment D1 – Core Item List, attached hereto.

Attachment D1 is incorporated in its entirety into the contract.

2. Effective upon execution Attachment J – Core Item List, is deleted in its entirety and replaced with Attachment J1 – Core Item List, attached hereto.

Attachment J1 is incorporated in its entirety into the contract.

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

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

State of Nebraska

Contractor: Hiland Dairy Foods Company, LLC

By: 

By: 

Name: Bo Botelho

Name: Division Sales Manager

Title: Material Administrator

Title: Division Sales Manager

Date: 9/19/16

Date: August 31, 2016

Attachment D1 - Core Items List

Item #	Item Description	Unit Price
9171	MILK, WHITE, 1%, HILAND BRAND, 1/2 PT	\$ 0.16
1341	MILK, WHITE, 1%, HILAND BRAND, 5 GAL	\$ 10.72
9224	SOUR CREAM, HILAND BRAND, 5 LB.	\$ 7.25
	MILK, CHOCOLATE SKIM, GRADE A, HILAND	
9178	1/2 PINT	\$ 0.1687

Attachment J1 - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Case Price</u>
2178	BUTTER, U.S. GRADE AA INDIVIDUAL WRAP, GRASSLAND/COUNTY CREAM, 90 CT/CS	\$ 16.80
9544	CHEESE AMERICAN LOAF YELLOW, PERFORMANCE FOOD GROUP/WEST CREEK, 6.5#/CS, \$10.78/EA	\$ 64.68
16915	CHEESE AMERICAN SLICED, PERFORMANCE FOOD GROUP/WEST CREEK, 4.5#/CS, \$10.78/EA	\$ 43.12
16915	CHEESE CHEDDAR MILK SHRED REGULAR, PERFORMANCE FOOD GROUP/NORTHERN STAR, 4.5#/CS, \$11.15/EA	\$ 44.60
16927	CHEESE MOZZARELLA SHRED, PERFORMANCE FOOD GROUP/NORTHLAND MTAR, 4.5#/CS, \$11/EA	\$ 44.00
5762	COTTAGE CHEESE, MILKFAT 2%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
5763	COTTAGE CHEESE, MILKFAT 4%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
16944	CREAM CHEESE LOAF, GRASSLAND, 10.3#/CS, \$6.95/EA	\$ 41.70
16470-16433	FAT FREE YOGURT ASSORTED FLAVORS, PRAIRIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
16446-16456	LOW FAT YOGURT ASSORTED FLAVORS, PRARIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
11467	MARGARINE, SOLID, VENTURA FOODS/GOLDEN SWEET, 1#/CS, .65/EA	\$ 19.50
<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
25281	MILK, CHOCOLATE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.2079

Attachment J1 - Core Items List

9178	MILK, CHOCOLATE SKIM, GRADE A, HILAND, 1/2 PINT	\$ 0.1687
9171	MILK, WHITE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.16
9168	MILK, WHITE 2%, GRADE A, HILAND, 1/2 PINT	\$ 0.182
9173	MILK, WHITE, FAT FREE, GRADE A, HILAND, 1/2 PINT	\$ 0.1508
9165	MILK, WHITE, WHOLE, GRADE A, HILAND, 1/2 PINT	\$ 0.2117
9224	SOUR CREAM, HEAVY, HILAND, 5#	\$ 7.25
25293	SOUR CREAM, LIGHT, HILAND, 5#	\$ 6.00

STATE OF NEBRASKA CONTRACT AWARD

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14529 OC

PAGE 1 of 1	ORDER DATE 06/13/16
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 500106	
VENDOR ADDRESS: HILAND DAIRY FOODS COMPANY LLC 2901 CUMING ST PO BOX 3825 OMAHA NE 68103-0825	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JUNE 20, 2016 THROUGH JUNE 19, 2018

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document 5143 OF

Contract to supply and deliver Milk/Dairy Products to the State of Nebraska as per the attached specifications for the contract period June 20, 2016 through June 19, 2018. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Greg Smith
Phone: 402-344-4321 x 572
Fax: 402-970-0147
E-Mail: gsmith@hilanddairy.com

(fc 06/13/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DCS MILK/DAIRY PRODUCTS ATTACHMENT D CORE ITEMS LIST	935,928.0400	\$	1.0000
2	DHHS MILK/DAIRY PRODUCTS ATTACHMENT J CORE ITEMS LIST	854,278.4000	\$	1.0000
3	SCHOOL LUNCH PROGRAM ATTACHMENT M CORE ITEMS LIST	31,373.9200	\$	1.0000
4	OTHER NON-CORE/CATALOG PRODUCT 0% DISCOUNT FROM CATALOG	10,000.0000	\$	1.0000

Julie Dabydeen 6/14/16
BUYER / *RS 6-15-16*
MATERIEL ADMINISTRATOR

Attachment J - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Case Price</u>
2178	BUTTER, U.S. GRADE AA INDIVIDUAL WRAP, GRASSLAND/COUNTY CREAM, 90 CT/CS	\$ 16.80
9544	CHEESE AMERICAN LOAF YELLOW, PERFORMANCE FOOD GROUP/WEST CREEK, 6.5#/CS, \$10.78/EA	\$ 64.68
16915	CHEESE AMERICAN SLICED, PERFORMANCE FOOD GROUP/WEST CREEK, 4.5#/CS, \$10.78/EA	\$ 43.12
18253	CHEESE CHEDDAR MILK SHRED REGULAR, PERFORMANCE FOOD GROUP/NORTHERN STAR, 4.5#/CS, \$11.15/EA	\$ 44.60
16927	CHEESE MOZZARELLA SHRED, PERFORMANCE FOOD GROUP/NORTHLAND MTAR, 4.5#/CS, \$11/EA	\$ 44.00
5762	COTTAGE CHEESE, MILKFAT 2%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
5763	COTTAGE CHEESE, MILKFAT 4%, PRAIRIE FARMS/HILAND, 5#	\$ 7.37
9544	CREAM CHEESE LOAF, GRASSLAND, 10.3#/CS, \$6.95/EA	\$ 41.70
16470-16433	FAT FREE YOGURT ASSORTED FLAVORS, PRAIRIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
16446-16456	LOW FAT YOGURT ASSORTED FLAVORS, PRARIE FARMS/HILAND, 48/6 OZ/CS, .44/EA	\$ 15.84
10196	MARGARINE, SOLID, VENTURA FOODS/GOLDEN SWEET, 1#/CS, .65/EA	\$ 19.50
<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
25281	MILK, CHOCOLATE 1%, GRADE A, HILAND, 1/2 PINT	\$ 0.2079

Attachment M - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
9173	MILK, WHITE, FAT FREE, GRADE A-No Substitution, HILAND, 1/2 PINT	\$ 0.1508
16470-16433	FAT FREE YOGURT ASSORTED FLAVORS, PRAIRIE FARMS/HILAND, 48/6 OZ	\$ 0.44

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	10/13/15	Page	1 of 2
Solicitation Number	5143 OF		
Opening Date and Time	11/18/15	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.

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.

_____ 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 Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs 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. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

(bl 10/13/15)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.

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

Bid Tabulations are available on the internet at <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

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

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No Bid Respond: () Remove From Class-Item OR () Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 0 DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within 3 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign 
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# Contract 13315 OC #500106 / Contract 13239 OC #545064

Contact Greg Smith / Division Sales Manager

VENDOR: Hiland Dairy Foods

Telephone 402-344-4321 X 572

Address: 2901 Cuming Street

Facsimile 402-970-0147

Omaha, NE 68131-0825

Email gsmith@hilanddairy.com

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	10/13/15	Page	2 of 2
Solicitation Number	5143 OF		
Opening Date and Time	11/18/15	2:00 pm	
Buyer	JULIE DABYDEEN (AS)		

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

No facsimile or email solicitation responses will be accepted.

INVITATION

SEE ATTACHED BID SHEETS

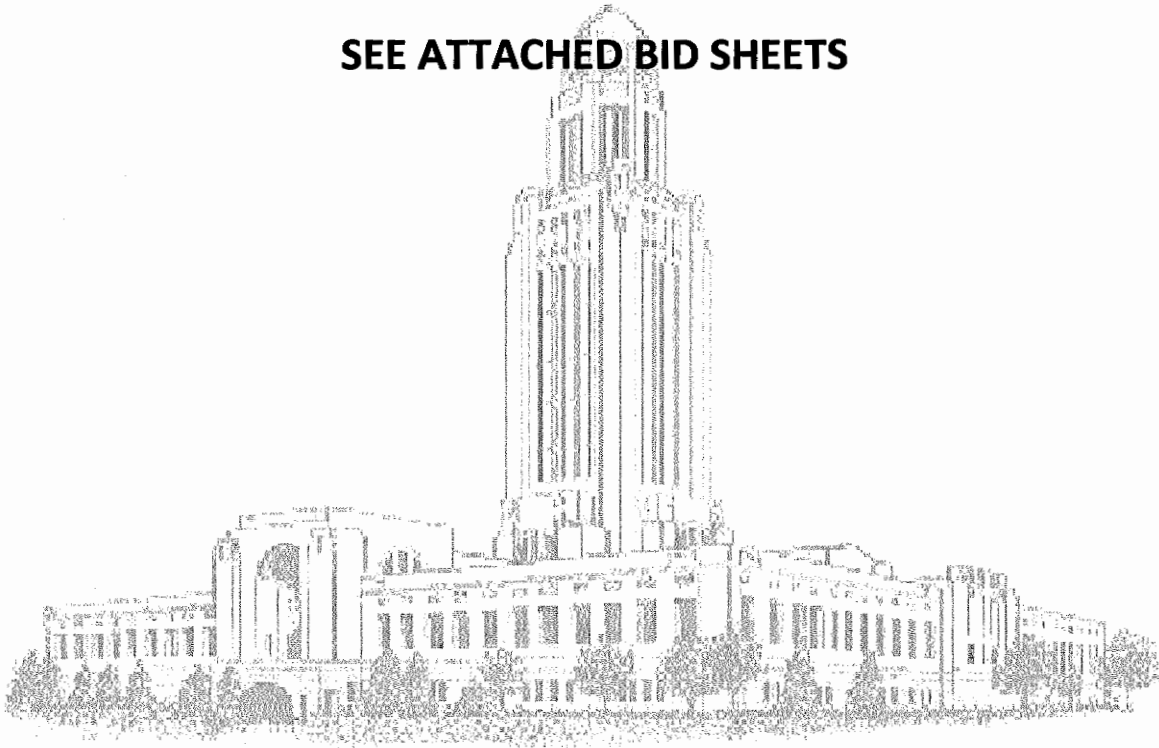


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GLOSSARY OF TERMS

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

ARO: After Receipt of Order

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

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

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

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

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

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

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

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

Change Order: Document that provides amendments to an executed purchase order.

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

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

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

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

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

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring

deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

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

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

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

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

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

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by a Contractor.

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

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

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

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

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

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

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

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

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

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

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

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

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

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

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

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

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

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

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

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

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

Proposal: See Bid/Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

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

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

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

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

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must

Work Day: See Business Day.

I. SCOPE OF THE INVITATION TO BID (ITB)

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), is issuing this Invitation To Bid, Number 5143 OF for the purpose of selecting a qualified Contractor to provide **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs**.

A contract resulting from this Invitation To Bid will be issued approximately for a period of two (2) years effective the date of award. The contract has the option to be renewed for two (2) additional two (2) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing/>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Invitation To Bid	October 13, 2015
2.	Last day to submit written questions	October 30, 2015
3.	State responds to written questions through Invitation To Bid" Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/	November 3, 2015
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 18, 2015 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	November 18, 2015
6.	Review period	November 20, 2015 – December 8, 2015
7.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing/	December 9, 2015
8.	Contract finalization period	TBD
9.	Contract award	TBD
10.	Contract start date	02/01/16

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Julie Dabydeen
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

B. GENERAL INFORMATION

The Invitation To Bid (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation To Bid will not be considered.

Bids shall conform to all instructions, conditions, and requirements included in the Invitation To Bid. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation To Bid, and respond to each requirement in the format prescribed.

In addition to the provisions of this Invitation To Bid and the awarded bid, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

A fixed-price contract will be awarded as a result of this Invitation to Bid.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bid is issued until a determination is announced regarding the contract award, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Invitation To Bid. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this ITB.

Once a Contractor is preliminarily selected, as documented in the intent to award, that Contractor is restricted from communicating with State staff until a contract is signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Invitation To Bid or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations and;
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a Bidder's bid and/or selection irrespective of any other condition. No individual member of the State or employee of the State is empowered to make binding statements regarding this Invitation To Bid. The Buyer will issue any clarifications or opinions regarding this Invitation To Bid in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a Bidder regarding the meaning or interpretation of any Invitation To Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5143 OF; **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, and must include a cover sheet clearly indicating that the transmission is to the attention of Julie Dabydeen, showing the total number of pages transmitted, and clearly marked "ITB Number 5143 OF **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** Questions".

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bid reference and page number.

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/> on or before the date shown in the Schedule of Events.

Question Number	ITB Section References	ITB Page Number	Question

E. SUBMISSION OF BIDS

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

To facilitate the evaluation process, one (1) original of the entire bid should be submitted. Bids must be submitted by the bid due date and time. **A separate sheet must be provided that clearly states which sections, if applicable, have been submitted as proprietary or have copyrighted materials.** All proprietary information the Bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Invitation To Bid number must be included in all correspondence.

F. IMPORTANT NOTICE LANGUAGE

Bid responses should include the completed Form A and Bidder Contact Sheet. Bids must reference the Invitation To Bid number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the page of the calendar or bidder's bid response packet. Rejected late bids will return to the bidder unopened.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

G. DISCOUNTS

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

H. PRICE ADJUSTMENTS DURING CONTRACT TERM

Any request for a price adjustment must be submitted in writing to the State Purchasing Bureau, a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause with supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

I. PAYMENT

Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§81-20401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

J. BID EXECUTION

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

K. BID OPENING

The sealed bids will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Bids will be available for viewing by those present at the bid opening. Vendors may also contact the State to schedule an appointment for viewing bids after the Intent to Award has been posted to the website.

L. ELECTRONIC DOCUMENTS/FACSMILIE SUBMISSIONS

The State Purchasing Bureau will not accept electronic responses to an Invitation To Bid for a commodity contract at any dollar amount. However, an exception applies to one-time purchase bids under \$25,000. These one-time purchase bids may be submitted by electronic means, but cannot exceed ten (10) pages.

Sealed responses to an Invitation To Bid that contain a two party bid, may include electronic pages transmitted between the two parties, but these documents cannot be submitted to the State Purchasing Bureau by electronic means. No direct electronic solicitation responses will be accepted for a commodity contract of any estimated value.

M. VALID BID TIME

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

N. ALTERNATE/EQUIVALENT BIDS

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

O. LATE BIDS

Bids received after the time and date of the bid opening will be considered late bids. Rejected late bids will be returned to the Bidder unopened. The State is not responsible for bids that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

P. NO BID

If not submitting a bid, respond by returning the Invitation To Bid form explaining the reason in the space provided. NOTE: To qualify as a respondent, Bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

Q. LUMP SUM OR ALL OR NONE BIDS

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

R. REJECTION OF BIDS

The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The State reserves the right to reject any or all bids and re-advertise for bids; and further reserves the right to waive any informality or irregularity.

S. EVALUATION OF BIDS

All responses to this Invitation To Bid which fulfill all mandatory requirements will be evaluated for conformance to requested specifications. Elements that may also be considered include but are not limited to:

- a. The ability, capacity, and skill of the Bidder to deliver and implement the system or project, or provide the requested goods, that meet the requirements of the Invitation to Bid;
- b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c. Whether the Bidder can perform the contract within the specified time frame;
- d. The quality of Bidder performance on prior contracts; and
- e. Such other information that may be secured and that has a bearing on the decision to award the contract.

T. BID TABULATIONS

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined, after the evaluation period is over, during normal business hours by appointment.

U. MANDATORY REQUIREMENTS

The bids will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Bids not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Invitation To Bid for Commodity Contract form, signed in ink; and
2. The completed Invitation To Bid document.

Bidder's Instructions:

The following are the procedures for establishing contract(s) for the purchase of food products by the State of Nebraska, Department of Correctional Services and the Department of Health and Human Services.

Vendors willing to supply food products shall provide a completed bid package per the information below.

The complete bid package consists of the following documents and information:

1. Invitation to Bid Form (the standard State Purchasing Bureau form that must be signed in ink by responding bidder);
2. Standard Invitation to Bid documents, including sections I through III.
3. Section IV. - Special Terms and Conditions for Food Products
4. Section V. - Specifications Tables for each Food Category, Western Nebraska Delivery Availability, National School Lunch and Breakfast Program and Optional Services Tables which are to be filled out by the bidder;
5. Facility Addresses and Locations;
6. Bid Sheet Attachments A-M for each Food Category whereby the bidder will provide pricing information and percent discount off price lists, etc.
7. Attachment N - Estimated Delivery Table per each State Facility

Bidders can bid on all food categories or choose to only bid on one category of food type. Bidders may also choose to bid on items for both the Department of Correctional Services and the Department of Health and Human Services or bid only for a specific agency.

Bidders will need to fill out those corresponding specification tables and bid sheet attachments which are separated out on individual worksheets in Excel and include all these documents within their bid package.

The Core Lists were separated for convenience based on the different needs of the State's agencies. However, these separate Core Lists do not imply that they will be separate contracts, award(s) may be made for all facilities on one contract, whichever is in the best interest of the State.

V. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that 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 conduct reference checks.

W. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All Bidders should be authorized to transact business in the State of Nebraska. All Bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the Bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certification of registration. Further, all Bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

X. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01-73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

Y. AWARD

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

By submitting a bid in response to this Invitation To Bid, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once an Intent To Award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing/>

Z. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

AA. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Invitation To Bid or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid; and
2. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State, and
3. Legal Action

III. INVITATION TO BID - TERMS AND CONDITIONS

By signing the "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 Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. **Bidders must include completed Section III with their ITB response.**

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
[Handwritten Initial]			

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

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Invitation To Bid form and the Contractor's Bid Response signed in ink
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

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


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

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

B. DEBARMENT

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

C. SPECIFICATIONS


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

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

D. SAMPLES


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

E. PERFORMANCE AND DEFAULT

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


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

F. DRUG POLICY

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


Bidder certifies that 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.

G. NE ACCESS TECHNOLOGY STANDARDS

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


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

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

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


The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, 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 services to be covered by any contract resulting from this Invitation To Bid.

I. PERMITS, REGULATIONS, LAWS

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.


J. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.


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

K. CONTRACTOR RESPONSIBILITY

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


The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

L. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. In no event shall the Contractor be paid for a loss of anticipated profit.

M. RIGHT TO AUDIT


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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

N. CONFLICT OF INTEREST


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

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.


The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

O. BID PREPARATION COSTS

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


The State shall not incur any liability for any costs incurred by Bidders in replying to this Invitation To Bid, including any activity related to bidding on this Invitation To Bid.

P. ERRORS AND OMISSIONS

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


The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting contract. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

Q. ASSIGNMENT BY THE STATE

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


The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

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


The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. GOVERNING LAW

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


The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

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


In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. NOTIFICATION

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


During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in its bid and the buyer noted in Section II.A., Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this ITB, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Bidder should provide in its bid the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

W. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other obligations incurred under the terms of the contract. In the event of cancellation, the Contractor shall be entitled to payment for those products received and accepted by the State.
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 or provision of the deliverable;
- i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
- j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this contract.

X. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
[Handwritten Initial]			


The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Y. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
[Handwritten Initial]			


If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Intent To Bid/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

Z. ACCEPTANCE AND PAYMENT OF GOODS

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


In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

AA. FORCE MAJEURE

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


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

BB. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

CC. ADMINISTRATIVE FEE /REBATE

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

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one percent (1%) of the net sales (net of any returns, credits, or adjustments) under the contract for each period as shown below. The Contractor's pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:


<u>Period Ending</u>	<u>Fee Due</u>
December 31	January 31
March 31	April 30

June 30
September 30

July 31
October 31

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum

DD. REPORTS

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

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska Utilization:


Purchase order number;
Description;
Quantity; and
Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

Reports shall be sent to: as.materielpurchasing@nebraska.gov.
Please include the Contract Number in the subject line of the email.


EE. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

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

All Administrative Fees/Rebates will be sent to the following address:


State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508

FF. PAYMENT

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


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

GG. INVOICES

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


Invoices for payments must be submitted by the Contractor to the agency requesting the goods 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.

HH. TAXES

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


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

II. SEVERABILITY

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


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

JJ. PROPRIETARY INFORMATION

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


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

KK. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

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

LL. PRICES

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


All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid until an award is made (and for Bidder receiving award unless otherwise so stated in the contract) or the Invitation To Bid is cancelled.

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Bidder, F. O. B. Destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

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

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

MM. ETHICS IN PUBLIC CONTRACTING


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

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

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

If the Bidder is found to be in non-compliance with this section of the Invitation To Bid, they may forfeit the contract if awarded to them or be disqualified from the selection process.

NN. INDEMNIFICATION

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

1. GENERAL


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

2. INTELLECTUAL PROPERTY

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


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

OO. ANTITRUST

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

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

PP. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

The completed United States Attestation Form should be submitted with the Invitation To Bid response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IV. SCOPE OF WORK

The Bidder must provide the following information in response to this Invitation To Bid.

A. SCOPE

It is the intent of this bid invitation to establish contracts to supply the following food categories: **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** per the attached specifications from date of award for a period of two (2) years with the option to renew for additional two (2), two-year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

Primary using State Agencies are the Department of Correctional Services (NDCS) and the Department of Health and Human Services (DHHS). A list of current ordering state facilities is found within these specifications, but changes to ordering facilities may be necessary throughout the contract period. Adequate notice of any such changes shall be made to the participating contractors.

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** whether or not they may be specifically mentioned below.

Complete specifications, supplier/manufacture's descriptive literature, nutritional labels and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the supplier/manufacture's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If supplier/manufacture's specifications sheets, descriptive literature, nutritional labels, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will be required to submit requested information within five (5) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

B. AMENDMENT

This Contract may be amended at any time in writing upon the agreement of both parties.

C. REVISIONS

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

D. PRICING - CORE LIST and CATALOG

The State of Nebraska intends to enter into Contract(s) for **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core List.

Catalog/Non-Core List items shall be represented by a catalog or current supplier/vendor price list(s) containing **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** not called out in the Core List, as shown in the Attachments within this document

Separate Core Lists for each using agency (School Breakfast and Lunch Program is a combined list for using agencies – Attachment M) are attached which shall contain the most repetitively purchased **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Egg** items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List(s) represent those items for which the State expects to receive the greatest consideration for pricing valuation by all bidders. The Core List should represent a greater discount than the Catalog/Non-Core item lists

The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.

The Core Lists were separated for convenience based on the different needs of the State's agencies. However, these separate Core Lists do not imply that they will be separate contracts, award(s) may be made for all facilities on one contract, whichever is in the best interest of the State.

Catalog/Non-Core List items are defined as those additional items available from the vendor not listed as part of the Core List. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the vendor's current catalog or vendor's price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period. However, the vendor's catalog/price list can change, but the State's discount will remain firm.

All items not included on the Core Lists shall be considered Catalog Items.

At the request of the State Purchasing Bureau, the vendor shall block on-line ordering availability on certain non-core items as identified by State Purchasing Bureau. **Alcohol, Pork and/or Pork By-Products shall be excluded from any on-line ordering site which will be used by the Department of Correctional Services (NDCS).**

Alcohol shall be excluded from any on-line ordering site which will be used by the Department of Health and Human Services (DHHS).

1. PRICE

Core List prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core List pricing is to remain firm for the initial 180 days of the contract **with the exception of the Fresh Eggs contract** (see Attachment/specifications). After the initial 180 day period, price adjustments may be requested by the contractor(s).

Any request for price adjustment must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to the initial 180 days and prior to the end of each following quarter of the contract. The price adjustment request must be accompanied by any/all supporting documentation such as a notification letter from the vendor/supplier/ indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The Core Lists are not subject to the discount pricing required for the Non-Core List/Catalog products, but will consist of net, fixed pricing.

Catalog/Non-Core item purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Discount bid off of supplier/vendor's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new supplier/vendor's list price schedules published. In the event this occurs, it will be necessary for the contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau. Catalog Price Lists will be updated and supplied automatically to State Purchasing Bureau buyer and designated agency contacts established upon contract award.

Discounts for Catalog/Non-Core items shall be applied to products as presented in Attachments F and L. Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs, Catalog/Non-Core List.

Prices quoted for products on the Core List and Catalog/Non-Core items shall be inclusive of all costs, to include but not limited to storage, processing and/or delivery throughout the State of Nebraska. Vendor cannot impose any additional service fees.

NO price increases are to be billed to the State facilities without prior written approval by the State Purchasing Bureau.

The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.

It is understood and agreed that in the event of a reduction in the supplier/vendor's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.

2. CORE LIST PRICING

The State will not accept substitutions except as stated above. A supplier/vendor's manufacturer's brand have been provided for some specific items. Where brand names are given, they are listed as guides only, unless otherwise specified. Where listed as "NO SUBSTITUTE" this is the only product that will be

Hiland Dairy Foods Company
Simplified Price Change Models

	Class I		Class II	
	Future	Current	Future	Current
Skim Price (cwt)	8.6500	8.5700	7.3500	6.4600
Butterfat Price (lb)	2.8956	2.7352	3.3588	3.1346

Whole Milk

	Percent	Weight	Future	Current	Change
			Cost	Cost	
Product Weight	100.00%	8.60000			
Skim Weight	96.75%	8.32050	0.7197	0.7131	0.0066
Butterfat Weight	3.25%	0.27950	0.8093	0.7645	0.0448
			<u>1.5290</u>	<u>1.4776</u>	<u>0.0514</u>

2% Milk

	Percent	Weight	Future	Current	Change
			Cost	Cost	
Product Weight	100.00%	8.62000			
Skim Weight	98.00%	8.44760	0.7307	0.7240	0.0067
Butterfat Weight	2.00%	0.17240	0.4992	0.4715	0.0277
			<u>1.2299</u>	<u>1.1955</u>	<u>0.0344</u>

1% Milk

	Percent	Weight	Future	Current	Change
			Cost	Cost	
Product Weight	100.00%	8.63000			
Skim Weight	99.00%	8.54370	0.7390	0.7322	0.0068
Butterfat Weight	1.00%	0.08630	0.2499	0.2360	0.0139
			<u>0.9889</u>	<u>0.9682</u>	<u>0.0207</u>

Skim Milk

	Percent	Weight	Future	Current	Change
			Cost	Cost	
Product Weight	100.00%	8.63000			
Skim Weight	99.75%	8.60843	0.7446	0.7377	0.0069
Butterfat Weight	0.25%	0.02157	0.0625	0.0590	0.0035
			<u>0.8071</u>	<u>0.7967</u>	<u>0.0104</u>

Sour Cream

	Percent	Weight	Future	Current	Change
			Cost	Cost	
Product Weight	100.00%	1.00000			
Skim Weight	80.00%	0.80000	0.0588	0.0517	0.0071
Butterfat Weight	20.00%	0.20000	0.6718	0.6269	0.0449
			<u>0.7306</u>	<u>0.6786</u>	<u>0.0520</u>

accepted. Vendor is required to list brand name bidding and vendor's product code number. All bid units should match exactly. In those cases where items may have more than one brand name, the vendor may bid on either brand. Please indicate which brand was bid. Bidder must complete Attachments A-E, G-K and M.

Bidder(s) are not required to bid every food category, but should bid all items for the categories they choose to bid. Please pay special attention to the unit of measure on the attached bid sheets, in addition to reviewing and completing the attached specification sheets for each food category.

3. CORE LIST FILL RATE

95% fill rate for core items.

4. CATALOG/NON-CORE PRICING

Prices for Catalog/Non-Core 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. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.

The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.

A firm percentage rate must be quoted--a range of percentages will not be considered.

Catalog/Non-Core Categories have been identified as follows (and vendor catalog items should include the following categories):

- a. Grocery (excluding core items)
- b. Frozen (excluding core items)
- c. Milk/Dairy (excluding core items)
- d. Bread/Bakery (excluding core items)
- e. Eggs, Fresh (excluding core items)
- f. Eggs, Pasteurized (excluding core items)
- g. Miscellaneous, Including Spices, Creamers, Condiments, Oils and Single Serving Packets (excluding core items)
- h. Produce, if available. Any produce item is considered a Catalog/Non-Core category for this solicitation and contract award

Pork/Pork By-Products are not to be made available for purchase by NDCS without approval from the State Purchasing Bureau and must be blocked in vendor's on-line order system.

DHHS facilities DO utilize Pork/Pork By-Products. Products containing alcohol will not be allowed by any using State agency.

5. PRICE LISTS AND CATALOGS

After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog or price list used for this Invitation to Bid for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.

E. SUBSTITUTION DEFINITION

Vendor will not permanently substitute any Core List item that has been awarded without prior approval of State Purchasing Bureau.

A one-time approved substitute item does not automatically become identified as an acceptable substitution for future out of stock situations. (This applies to Core and Catalog items alike.) Each time a substitute item needs to replace an out of stock item, the Contractor's customer service representative will be required to get authorization from the ordering agency (Food Service Director or Warehouse Supervisor) prior to making the substitution. The substitute item shall be equivalent in quality and billed at the contracted price. In the event the one-time substituted item costs less than the original ordered item, the State will be charged at the lower price).

Any one-time approved substitute item must be identified on the corresponding invoice as "substitute." This is necessary in order to track the frequency of occurrence, in relation to fill rates.

If a suitable substitute cannot be provided by the vendor, the using agency may source the product off-contract. The State reserves the right to procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

F. OPPORTUNITY BUYS and RIGHTS

The State reserves the right, through the State Purchasing Bureau, to purchase items from other sources as necessary when the vendor cannot perform or for emergency needs.

The State also reserves the right to participate in "Opportunity Buys" that become available for otherwise contracted items when it is in the best interest of the State of Nebraska. Contracted vendors may also offer "Opportunity Buys" to the State facilities as such products become available.

The State considers an "Opportunity Buy" to be items that may be overruns, close to expiration date, discontinued or other product variances that will offer the State substantial discounts beyond contracted pricing. Each using facility or agency may have specific criteria for their approval of such purchases and evaluates such products on a case by case basis. Such purchases will not be considered part of the contract(s) established from this solicitation and must be invoiced separately from contract purchases.

G. QUALITY STANDARDS & USDA REQUIREMENTS

Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during (i.e., product expiration date) with no additional charges for shipping or restocking.

Products delivered shall not be past expiration date, at a minimum, and in wholesome condition.

Below are links to the USDA requirements for Grocery, Frozen, Bread/Bakery, Milk/Dairy Products and Fresh Eggs.

<http://www.usda.gov/wps/portal/usda/usdahome>

<http://www.ams.usda.gov/AMSV1.0/standards>

H. INSPECTION OF GOODS

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

I. PACKAGING

See attached specifications for specific food category packaging requirements.

J. WAREHOUSE INSPECTION

Vendor's warehouse(s) are subject to inspection as required by federal and/or state regulatory entities. Awarded vendors will maintain documentation of any such inspections, corrective plan of action, if warranted, and shall provide copies of such reports and/or documentation to State Purchasing Bureau upon request.

K. ANNUAL USAGE – CORE LISTS

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

L. GENERAL SECURITY CONCERNS/SITE RULES and REGULATIONS

Vendor's delivery personnel will abide in general by all using agency and facility delivery location requirements, including driver and/or delivery personnel carrying proper identification upon their person. Delivery personnel shall comply with all NDCS and DHHS rules and regulations related to delivery security.

Contraband shall not be introduced into any state facility; such items include but are not limited to firearms, ammunition, drugs, tobacco, alcohol, etc. Vehicles, drivers and other delivery personnel may be subject to search upon entering and exiting facility grounds.

1. AGENCY SPECIFIC SECURITY REQUIREMENTS:

DEPARTMENT OF CORRECTIONAL SERVICES (NDCS) SECURITY and TOBACCO POLICY

The Contractor and all Contractors' employees shall abide by security requirements of the Department of Correctional Services necessary for the safety, security, and good order of the facility in the performance of duties. These include, but are not limited to appropriate dress, conduct, and the confidentiality of inmates/personnel encountered during the performance of the Contract.

Contractor shall make his/her employees aware of the provisions §28-322.01 of the State of Nebraska Revised Statutes that states it shall be a felony for individuals working for or under contract to the Department of Correctional Services to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship.

Contractor's personnel shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds.

Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.

Contractor's personnel shall be aware that they, their vehicles and items being delivered may be subject to searches upon entering and leaving each facility. Cell phones, pagers and any other item as dictated by the safety, security and good order of the facility will be left with the officer processing the vehicle and will not be allowed into secure institutions. Contractor's personnel should be aware that these checks upon entry and exit can take time, depending upon availability of NDCS staff to provide such checks.

The Department of Correctional Services may require the successful completion of a background check on all employees at any facility maintained by the Department of Correctional Services.

2. AGENCY SPECIFIC SECURITY REQUIREMENTS:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Contractors are prohibited from using or distributing tobacco materials anywhere on DHHS facility campuses/grounds. This No-Tobacco Policy applies seven (7) days a week, 24 hours a day. Tobacco materials may include, but are not limited to, cigarettes, pipes, pipe tobacco, tobacco substitutes, electronic cigarettes, chewing tobacco, cigars, matches, clove cigarettes, cigarette lighters, and other smoking and tobacco-related paraphernalia.

M. DELIVERY SCHEDULES –TYPICAL BY AGENCY

See Attachment N for estimated deliveries for each food category.

N. LIST OF FACILITY/LOCATIONS & SCHEDULE (OPEN TIMES) may be found attached to the end of this document.

O. STANDARD DELIVERY

Standard delivery is expected within 24-48 hours of order placement by using facility.

P. WILL CALL/ PICK-UP

Contractor will allow for the possible need for a State Facility to pick up goods at the Contractor's place of business, in the event of an emergency situation or other unique need. This shall not be a standard business practice.

Q. EMERGENCY ORDERS

The State reserves the right, through the State Purchasing Bureau, to purchase items from other sources as necessary when the vendor cannot perform or for emergency needs.

R. DELIVERY ~ ALL DELIVERIES STATEWIDE

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 Contractor's responsibility to provide any equipment needed to complete the delivery process. 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. Deliveries must be clearly marked with the purchase order number.

At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." 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.

Each using state facility has its own internal processes for receiving and handling product deliveries. Contractor(s) should expect slight variances in procedures between facilities within agencies and between agencies. See **Attached General Delivery Instructions under Section V, Specifications for each specific Food Category.**

S. ORDERS

Orders will be placed either by, phone, fax, e-mail or Internet. All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order. Internet ordering capability preferred. Vendor shall not impose minimum order requirements.

T. ON-LINE ORDERING OPTION

Contractor should be able to provide on-line ordering capabilities, at no additional cost to the State, along with other standard means of ordering as listed above. All items covered by the contract and viewed on the Internet must show State pricing.

U. 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.

V. 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.

W. 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. Julie Dabydeen State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 (402)-471-2401
2. Sara Luther University Of NE-Lincoln 1700 Y Street Lincoln, NE 68588-0645 (402)-472-2126
3. Tammy Yarmon Omaha Public Schools 3215 Cuming Street Omaha, NE 68131-2024 (402)-557-2230

X. 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: Jaki Sell
Phone Number: (402)-344-4321 x521/589
Fax Number: (402)-800-953-2450
E-mail Address: customerservice@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.

Y. OTHER or OPTIONAL SERVICES

Submit with bid response a detailed statement with respect to bidder's Customer Service Philosophy.

Submit with bid response a detailed explanation of bidder's Quality Assurance Measures.

Submit with bid response Additional Services that can be provided which can be found in the attached specifications pages. – See Optional Services.

Notice of Trade Shows to using agencies and State Purchasing Bureau.

Additional Services may be used as a factor in award consideration.



Hiland Dairy's Customer Service Department strives to be a leader in customer service within the dairy industry by providing the following **at each customer contact:**

- We value our customers and will serve you with professional and courteous service.
- We will earn your trust by striving to provide a quality experience every time.
- We will provide accurate, consistent, and timely information.
- We will be flexible and work to find acceptable solutions.
- We will strive to meet your customer service expectations or provide you with a logical explanation why we are unable to meet your request.
- We will continually strive to improve our services in order to meet your expectations.



GOOD MANUFACTURING PRACTICES

Hiland Dairy Foods Company makes every effort to ensure good quality and the safety of our products to our customers and consumers.

We have, therefore, instituted Code of Good Manufacturing Practices (GMP) Compliance for all employees. Below is an outline of that program.

- I. Definitions: Explains whom and what is covered under the compliance code.
- II. Disease Control: Defines transmittable diseases per Pasteurized Milk Ordinance (PMO). (PMO Section 13).
- III. Employee Grooming/Personal Hygiene Practices: All employees must maintain a high degree of personal cleanliness to prevent product contamination.
- IV. Handling Sanitation: Good sanitation practices must be maintained to assure product integrity.
- V. Ingredient, Process and Product Integrity: Finished products and raw ingredients must be handled and maintained in a manner to prevent exposure to extraneous matter.
- VI. Maintenance Related: Building areas and equipment must be maintained in a sanitary condition.
- VII. Receiving & Shipping: Products must be handled with care to prevent damage and exposure to adverse conditions.
- VIII. Coding: Product codes must be checked to ensure correct code and monitored to ensure proper rotation.
- IX. Quality Control: Quality control technicians monitor and audit the plant operations.
- X. Record Keeping: Proper records of product and ingredients coming into, while in, and leaving our possession, must be monitored and maintained per the time periods defined by regulatory.

Name Eric M. Woodley Title QA Manager Date June 26, 2015



JUICE & MILK PRODUCTS HACCP PROGRAM

Hiland Dairy Foods is making every effort to ensure the safety of our products to our customers and consumers. We have, therefore, instituted a comprehensive program, our Juice & Milk HACCP programs, in combination with supporting prerequisite programs, to form our Food Safety Systems Pyramid.

Hazard Analysis of Critical Control Points (HACCP) is a food safety system designed to ensure the manufacture of safe food products, and to prove the product was made safely. HA (Hazard Analysis) is the where and how part of the HACCP program and CCP is the proof that the control of the process and conditions set are being followed.

We have a HACCP team comprised of employees, from varied disciplines in the plant, and management. The team describes the food (each product type manufactured) and its distribution, identifies the intended use and consumer of the product, and provides on-site verification of flow diagrams for each product type manufactured. (Ex: white milk, chocolate milk, sour cream. etc).

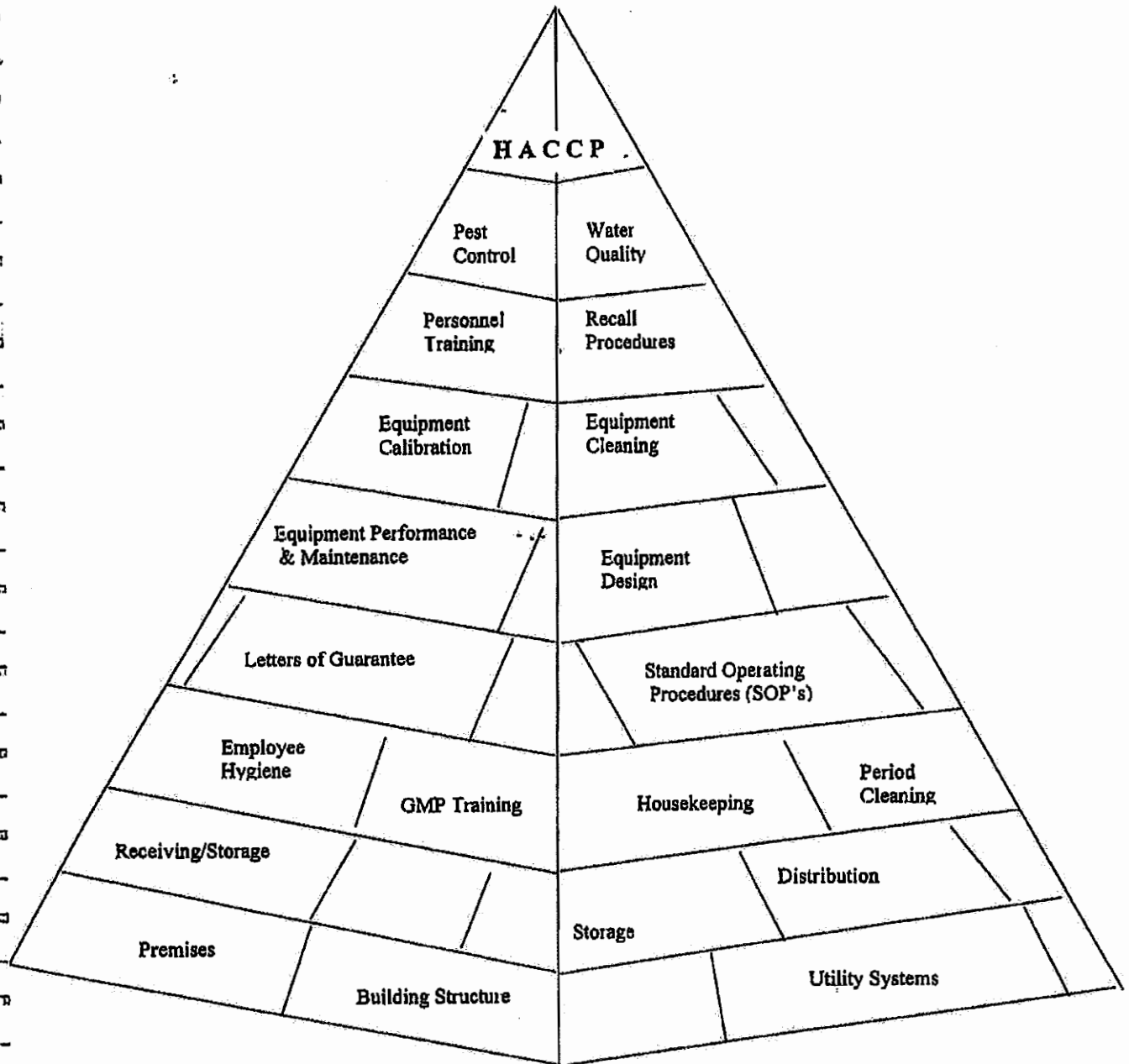
During the developmental stages of the HACCP program, the team conducted a hazard analysis (determining whether a biological, chemical, or physical threat was posed), identified the critical control point (CCP) in the product flow (pasteurization, time and temperature), showed what prerequisite programs were in place, if it was not a CCP, and established critical limits for each stage. In addition, monitoring procedures (ex: temperature recording devices, charts, etc.), corrective action and verification & validation procedures were established. Any changes made in a product type's flow diagram are reviewed in a timely manner and all systems are validated annually.

The accompanying sheet shows the prerequisite programs and their integration into the complete program (with no inference to their importance by their position on the pyramid).

A more detailed review of our program came be made on-site, with adequate notification and authorization.

Name Eric M. Wither Title QA Manager Date June 26, 2015

FOOD SAFETY SYSTEMS PYRAMID



Response to Section J, page 61.

Additional Services

Hiland Dairy Foods Company will provide the additional services specified in sections D, E, G, and I. Our cost for these additional services will be based on our actual costs at the time of providing the service. For example, if a truck is used to provide temporary refrigeration, we will charge for the actual fuel used to operate the truck. If we provide product development services, our cost will be based on the cost of the ingredients and packaging.

V. INVITATION TO BID - TECHNICAL SPECIFICATIONS

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.

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

"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 Bidder's alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. NON-COMPLIANCE STATEMENT
SB			A. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.
SB			B. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.
SB			C. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any Invitation To bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

**Grocery Products
Specifications and Bidder Instructions
5143 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. CORE GROCERY PRODUCTS AND PRICING
			A. The Bidder shall provide a bid for each Grocery Products core item listed in DHHS Attachment G .
			B. The Bidder shall provide a bid for each Grocery Products core item listed in NDCS Attachment A .
			C. If not already specified, Bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
			D. 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 produce or otherwise supply the products in order to adjust the charges for any Core product. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. MATERIAL SPECIFICATIONS
			A. For those Core Grocery items identified as Grade A and/or Fancy per USDA, no lesser grade may be substituted.
			B. For those Core Grocery items NOT identified as Grade A and/or Fancy per USDA, Grade B is acceptable. No lesser grade may be substituted.
			C. For information on USDA grading for vegetables, see: http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3103622
			D. For information on USDA grading for fruit, see: http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3103621
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. ORDER CONFIRMATION PROCEDURES FOR GROCERY PRODUCTS DEPARTMENT OF CORRECTIONAL SERVICES
			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.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
			E. <i>All Catalog/non-core list items ordered or shipped will be invoiced separately.</i>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ORDER CONFIRMATION PROCEDURES FOR GROCERY PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			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.
			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	5. GROCERY PRODUCTS GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.
			C. 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. http://www.fsis.usda.gov/shared/PDF/Transportation Security Guidelines.pdf
			D. Delivery personnel may be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It is the Contractor's responsibility to provide equipment/personnel to complete the delivery process as needed. Note: Some state facilities may be able to assist in the off load process.
			E. 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: _____
			F. DHHS 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.
			G. NDCS Facility Delivery Instructions: NDCS Central Warehouse receives all food orders placed for the Nebraska State Penitentiary (NSP) and the Lincoln Correctional Center (LCC). 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 "F" above.

			H. 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 or acknowledged in writing on the delivery ticket/invoice for credit issuance.
			I. 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.
			J. Deliveries must be clearly marked with the invoice/purchase order number.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. CATALOG GROCERY PRODUCTS AND PRICING
			A. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Grocery items available from the vendor, but not listed as part of the Grocery Core List, DHHS Attachment G.
			B. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Grocery items available from the vendor, but not listed as part of the Grocery Core List, NDCS Attachment A.
			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 NDCS Attachment F and DHHS Attachment L.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. SECRETARY OF STATE REGISTRATION REQUIREMENTS
			<p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p> <p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <ol style="list-style-type: none"> The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <ol style="list-style-type: none"> If the Bidder indicates on such attestation form that he or she

			<p>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.</p> <p>3. The Bidder 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.</p>
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

End of Grocery Specifications

**Frozen Products
Specifications and Bidder Instructions
5143 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. CORE FROZEN PRODUCTS AND PRICING
			A. The Bidder shall provide a bid for each Frozen Products core item listed in DHHS Attachment H .
			B. The Bidder shall provide a bid for each Frozen Products core item listed in NDCS Attachment B .
			C. If not already specified, bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
			D. 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, produce or otherwise supply the products in order to adjust the charges for any Core product. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. ORDER CONFIRMATION PROCEDURES FOR FROZEN PRODUCTS DEPARTMENT OF CORRECTIONAL SERVICES
			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.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
			E. All Catalog/non-core list items ordered or shipped will be invoiced separately.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	3. ORDER CONFIRMATION PROCEDURES FOR FROZEN PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			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.
			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	4. FROZEN PRODUCTS GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.
			C. 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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf
			D. 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 Contractor'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.
			E. 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: _____

			<p>F. DHHS 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.</p>
			<p>G. NDCS Facility Delivery Instructions: NDCS Central Warehouse receives all food orders placed for the Nebraska State Penitentiary (NSP) and the Lincoln Correctional Center (LCC).</p> <p>The Tecumseh State Correctional Institution (TSCI) warehouse receives all food orders placed by that facility.</p> <p>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.</p> <p>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.</p> <p>The delivery instructions for all other NDCS facilities are the same as listed in "F" above.</p>
			<p>H. 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 or acknowledged in writing on the delivery ticket/invoice for credit issuance.</p>
			<p>I. 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.</p>
			<p>J. Deliveries must be clearly marked with the invoice/purchase order number.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. CATALOG FROZEN PRODUCTS AND PRICING
			<p>A. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Frozen items available from the vendor, but not listed as part of the Frozen Core List, DHHS Attachment H.</p>
			<p>B. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Frozen items available from the vendor, but not listed as part of the Frozen Core List, NDCS Attachment B.</p>

			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 NDCS Attachment F and DHHS Attachment L .
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. SECRETARY OF STATE REGISTRATION REQUIREMENTS *Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			<p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required) If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <ol style="list-style-type: none"> 1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html The completed United States Attestation Form should be submitted with the Invitation to Bid response. 2. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. 4. The Bidder 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.
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

End of Frozen Products Specifications

**Bread and Bakery Products
Specifications and Bidder Instructions
5143 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. CORE BREAD & BAKERY PRODUCTS AND PRICING
			A. The Bidder shall provide a bid for each Bread and Bakery core item listed in DHHS Attachment I .
			B. The Bidder shall provide a bid for each Bread and Bakery core item listed in NDCS Attachment C .
			C. If not already specified, Bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
			D. 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 produce or otherwise supply the products in order to adjust the charges for any Core product. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. ORDER CONFIRMATION PROCEDURES FOR BREAD & BAKERY PRODUCTS DEPARTMENT OF CORRECTIONAL SERVICES
			A. A firm order for Department of Correctional Services will be provided to the Contractor by the ordering state facility a minimum of 24 hours before delivery is required.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.

			E. All Catalog/non-core list items ordered or shipped will be invoiced separately.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. ORDER CONFIRMATION PROCEDURES FOR BREAD AND BAKERY PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 24 hours before delivery is required.
			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.
			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.
			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	4. BREAD & BAKERY PRODUCTS GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. On occasion, 24 hour facilities may request Saturday deliveries. Contractor shall make every effort to accommodate these requests.
			C. All bread and bakery products shall have an expiration/use by date. Delivery trucks and carriers must meet Sanitary Food Act regulations for overall sanitation. Delivery shall be pre-ordered by each facility.
			D. Bread is to be delivered in stackable racks, which are sanitary, non-ferrous and non-corrosive. Racks shall have the capability of being stored in a relatively small area. Bread dollies must be provided when requested.
			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 Contractor'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.
			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: _____

			<p>G. DHHS 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.</p>
			<p>H. NDCS Facility Delivery Instructions: NDCS Central Warehouse receives all food orders placed for the Nebraska State Penitentiary (NSP) and the Lincoln Correctional Center (LCC).</p> <p>The Tecumseh State Correctional Institution (TSCI) warehouse receives all food orders placed by that facility.</p> <p>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.</p> <p>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.</p> <p>The delivery instructions for all other NDCS facilities are the same as listed in "G" above.</p>
			<p>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.</p>
			<p>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.</p>
			<p>K. Deliveries must be clearly marked with the invoice/purchase order number.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. CATALOG BREAD & BAKERY PRODUCTS AND PRICING
			<p>A. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Bread and Bakery items available from the vendor, but not listed as part of the Bread and Bakery Core List, DHHS Attachment I.</p>
			<p>B. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Bread and Bakery items available from the vendor, but not listed as part of the Bread and Bakery Core List, NDCS Attachment C.</p>
			<p>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 NDCS Attachment F and DHHS Attachment L.</p>

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	6. SECRETARY OF STATE REGISTRATION REQUIREMENTS *Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			<p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <ul style="list-style-type: none"> i. If the Bidder 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. ii. The Bidder 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.
			<p>B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p>
			<p>C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.</p>
			<p>D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.</p>

NOTES/COMMENTS:

End of Bread and Bakery Product Specifications

Milk/Dairy Products Specifications and Bidder Instructions 5143 OF

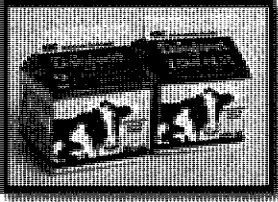

BIDDER INSTRUCTIONS

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. CORE MILK/DAIRY PRODUCTS AND PRICING
Y			A. The Bidder shall provide a bid for each Dairy core item listed in DHHS Attachment J .
Y			B. The Bidder shall provide a bid for each Dairy core item listed in NDCS Attachment D .
Y			C. If not already specified, Bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
Y			D. 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. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. GRADING SPECIFICATIONS
Y			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
Y			A. Bidder can provide cardboard containers and plastic containers for milk per request of facility.




			<p>B. For half-pint individual servings, Bidders should be able to provide either cardboard containers or plastic containers. Illustrations are representative only:</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div>
			<p>C. Bidder can provide 5 Gallon Bladders for dispensing machines. D. Bidder can provide 1 Gallon containers and Half Gallon containers.</p>
<p>NOTES/COMMENTS:</p>			





YES	NO	NO & PROVIDE ALTERNATIVE	4. ORDER CONFIRMATION PROCEDURES FOR MILK/DAIRY PRODUCTS DEPARTMENT OF CORRECTIONAL SERVICES
			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.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
			E. <i>All Catalog/non-core list items ordered or shipped will be invoiced separately.</i>
<p>NOTES/COMMENTS:</p>			


YES	NO	NO & PROVIDE ALTERNATIVE	5. ORDER CONFIRMATION PROCEDURES FOR MILK/DAIRY PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			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.




			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
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.
			C. All delivered product will be clean and free of debris no matter the size or type of container.
			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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf
			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.
			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: <u>33ft - 35 ft straight trucks</u>
			G. DHHS 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.
			H. NDCS Facility Delivery Instructions: NDCS Central Warehouse receives all food orders placed for the Nebraska State Penitentiary (NSP) and the Lincoln Correctional Center (LCC). 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.

			<p>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.</p> <p>The delivery instructions for all other NDCS facilities are the same as listed in "G" above.</p>
			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.
			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.
			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
			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 List, DHHS Attachment J .
			B. Bidder will ensure that Milk/Dairy Catalog categories include Ice Cream and Related Products, Including Soft Serve Mix Options for DHHS and NDCS.
			C. 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 List, NDCS Attachment D .
			D. 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 NDCS Attachment F and DHHS Attachment L .
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. SECRETARY OF STATE REGISTRATION REQUIREMENTS
			<p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p> <p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p>
			

			<p>1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>iii. If the Bidder 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.</p> <p>iv. The Bidder 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.</p>
			<p>B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p>
			<p>C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.</p>
			<p>D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.</p>
<p>NOTES/COMMENTS:</p>			

End of Dairy Specifications

Fresh Egg Products Specifications and Bidder Instructions 5143 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. CORE FRESH EGG PRODUCTS
			A. The Bidder shall provide a bid for each Fresh Egg Product core item listed in DHHS Attachment K .
			B. The Bidder shall provide a bid for each Fresh Egg Product core item listed in NDCS Attachment E .
			C. Bidder must indicate on bid sheet the pricing under or over the Chicago Urner-Barry Market Price.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. FRESH EGGS MATERIAL SPECIFICATIONS
			A. Grade A Medium, minimum weight of individual eggs at a rate of 21 ounces per dozen.
			B. Grade A Large, minimum weight of individual eggs are a rate of 24 ounces per dozen.
			C. Eggs shall be clean, sound and odor-free.
			D. Not more than five days shall elapse between grading and delivery. Eggs shall be delivered in clean snug-fitting fiberboard boxes to reduce breakage.
			E. Eggs shall be delivered under refrigeration to a temperature not to exceed 45 degrees F.
			F. 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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf
			G. Eggs shall be purchased and packed in cases of 30 dozen.
			H. Cases and flats shall be clean and in good condition.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. ORDER CONFIRMATION PROCEDURES FOR FRESH EGG PRODUCTS DEPARTMENT OF CORRECTIONAL SERVICES
			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.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
			E. <i>All Catalog/non-core list items ordered or shipped will be invoiced separately.</i>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ORDER CONFIRMATION PROCEDURES FOR FRESH EGG PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			C. 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	5. FRESH EGG PRODUCTS GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate Fresh Egg Products by facility on separate pallets and follow HACCP guidelines. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.

			<p>C. 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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf</p>
			<p>D. 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.</p>
			<p>E. Contractor is able to provide alternate delivery methods for facilities that cannot accommodate full size trucks.</p> <p>If "YES", please list size(s) of alternate truck(s) and/or alternate delivery method: _____</p>
			<p>F. DHHS 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.</p>
			<p>G. NDCS Facility Delivery Instructions: NDCS Central Warehouse receives all food orders placed for the Nebraska State Penitentiary (NSP) and the Lincoln Correctional Center (LCC).</p> <p>The Tecumseh State Correctional Institution (TSCI) warehouse receives all food orders placed by that facility.</p> <p>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.</p> <p>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.</p> <p>The delivery instructions for all other NDCS facilities are the same as listed in "F" above.</p>
			<p>H. 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.</p>
			<p>I. 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.</p>
			<p>J. Deliveries must be clearly marked with the invoice/purchase order number.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	6. CATALOG FRESH EGG PRODUCTS AND PRICING
			A. If available, the Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Fresh Egg Products available from the vendor, but not listed as part of the Fresh Egg Products Core List, DHHS Attachment K .
			B. If available, the Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Fresh Egg Products available from the vendor, but not listed as part of the Fresh Egg Products Core List, NDCS Attachment E .
			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 NDCS Attachment F and DHHS Attachment L .
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. SECRETARY OF STATE REGISTRATION REQUIREMENTS
			<p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p> <p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>v. If the Bidder 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.</p> <p>vi. The Bidder 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.</p>
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good

			Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

End of Fresh Eggs Specs

Fresh Hard Shell Pasteurized Egg Products Specifications and Bidder Instructions 5143 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. CORE FRESH HARD SHELL PASTEURIZED EGG PRODUCTS
			A. The Bidder shall provide a bid for each Fresh Hard Shell Pasteurized Egg Product core item listed in DHHS Attachment K .
			B. If not already specified, Bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
			C. 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 produce or otherwise supply the products in order to adjust the charges for any Core product. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. FRESH HARD SHELL PASTEURIZED EGGS MATERIAL SPECIFICATIONS
			A. Grade A large, minimum weight of individual eggs are a rate of 24 ounces per dozen.
			B. Eggs shall be clean, sound and odor-free
			C. Eggs shall be delivered with no less than 14 days of shelf life remaining. Eggs shall be delivered in clean snug-fitting fiberboard boxes to reduce breakage.
			D. Eggs shall be delivered under refrigeration to a temperature not to exceed 45 degrees F.
			E. Eggs shall be purchased and packed in cases of 15 dozen.
			F. Cases and flats shall be clean and in good condition.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. ORDER CONFIRMATION PROCEDURES FOR FRESH HARD SHELL PASTEURIZED EGG PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			C. 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	4. FRESH HARD SHELL PASTEURIZED EGG PRODUCTS GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate Fresh Egg Products by facility on separate pallets and follow HACCP guidelines. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.
			C. 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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf
			D. 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.
			E. 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: _____
			F. DHHS 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.
			G. 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.

			H. 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.
			I. Deliveries must be clearly marked with the invoice/purchase order number.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. CATALOG FRESH HARD SHELL PASTEURIZED EGG PRODUCTS AND PRICING
			A. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Fresh Hard Shell Pasteurized Egg Products available from the vendor, but not listed as part of the Fresh Hard Shell Pasteurized Egg Product Core List, DHHS Attachment K .
			B. 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 NDCS Attachment F and DHHS Attachment L .
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. SECRETARY OF STATE REGISTRATION REQUIREMENTS *Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			<p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>2. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>vii. If the Bidder 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.</p> <p>viii. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract</p>

			terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

End of Fresh Pasteurized Eggs Specs

Western Nebraska Delivery Availability

Bidder Instructions 5143 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
☑			A. Bidder is able to deliver food products to the Western Nebraska Veterans' Home in Scottsbluff.
☑			B. Bidder list delivery time ARO: <u>72 hrs</u>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. WORK ETHIC CAMP (WEC), McCook, NE
☑			A. Bidder is able to deliver food products to the Work Ethic Camp in McCook.
☑			B. Bidder list delivery time ARO: <u>72 hrs</u>
NOTES/COMMENTS:			

End of Western Nebraska Delivery Availability

National School Lunch and Breakfast Programs

Locations: Youth Rehabilitation and Treatment Centers – Geneva and Kearney
Nebraska Correctional Youth Facility - Omaha




Bidder Instructions



5143 OF

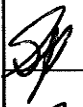
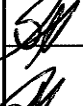


BIDDER INSTRUCTIONS

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. NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM
✓			A. DHHS Youth Rehabilitation and Treatment Centers in Kearney and Geneva must comply with the National School Lunch Program and School Breakfast Program. Contractor shall provide a list of all items available which have Child Nutrition Labels. The items can be either core or catalog items. See link below: http://www.fns.usda.gov/cnlabeling/child-nutrition-cn-labeling-program
✓			B. NDCS Nebraska Correctional Youth Facility in Omaha must comply with the National School Lunch Program and School Breakfast Program. Contractor shall provide a list of all items available which have Child Nutrition Labels. The items can be either core or catalog items. See link below: http://www.fns.usda.gov/cnlabeling/child-nutrition-cn-labeling-program
✓			C. With their bid, Bidder shall provide a list of all available products that meet the USDA National School Lunch and Breakfast Programs. This includes foods that are whole-grain rich. Foods that meet the whole grain-rich criteria for the school meal programs contain at least 51 percent whole-grain meal and/or flour. The remaining 49 percent or less of grains, if any, must be enriched. Awarded vendors will comply with and/or adapt to any new guidelines for such programs as necessary.
✓			D. Contractors must comply with the Federal Register for Nutrition Standards in the National School Lunch and Breakfast Programs (77 FR 4088) which can be found in the link below: http://www.gpo.gov/fdsys/pkg/FR-2012-01-26/pdf/2012-1010.pdf
NOTES/COMMENTS:			





YES	NO	NO & PROVIDE ALTERNATIVE	2. CORE SCHOOL LUNCH AND BREAKFAST PRODUCTS AND PRICING
			A. The Bidder shall provide a bid for each School Lunch and Breakfast Products core item listed in Combined School Lunch Program Core List Attachment M.
			B. If not already specified, Bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
			C. 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, produce or otherwise supply the products in order to adjust the charges for any Core product. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. CATALOG SCHOOL LUNCH AND BREAKFAST PRODUCTS AND PRICING
			A. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional School Lunch and Breakfast Products items available from the vendor, but not listed as part of the NDCS & DHHS Combined School Lunch Program Core List Attachment M.
			B. 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.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ORDER CONFIRMATION PROCEDURES FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM DEPARTMENT OF CORRECTIONAL SERVICES
			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.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
			E. All Catalog/non-core list items ordered or shipped will be invoiced separately.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	5. ORDER CONFIRMATION PROCEDURES FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			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.
			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. FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.
			C. 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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf
			D. Delivery personnel may be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It is the Vendor's responsibility to provide equipment/personnel to complete the delivery process as needed. Note: Some state facilities may be able to assist in the off load process.

SA			<p>E. Contractor is able to provide alternate delivery methods for facilities that cannot accommodate full size trucks.</p> <p>If "YES", please list size(s) of alternate truck(s) and/or alternate delivery method: _____</p>
SA			<p>F. 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.</p>
SA			<p>G. 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 or acknowledged in writing on the delivery ticket/invoice for credit issuance.</p>
SA			<p>H. 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.</p>
SA			<p>I. Deliveries must be clearly marked with the invoice/purchase order number.</p>
<p>NOTES/COMMENTS:</p>			

End of School Lunch and Breakfast Programs

**Optional Services
Bidder Instructions
5143 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. OPTIONAL SERVICES THAT CAN BE PROVIDED
	NO		A. Dietician support
	NO		B. Medical Religious/Dietary /recipe requirement support
	NO		C. Test Kitchens
NO			D. Food Cuttings/Testing/Sampling of New Products
NO			E. Product Development
	NO		F. Menu and Recipe Development support
NO			G. Hazard Analysis and Critical Control Points Training or other Food Handling Training, please list below: <hr/>
	NO		H. School Lunch and Breakfast Program recipes and product development/implementation
NO			I. Loaner program for refrigerated/freezer storage in the event of an emergency at any using State Facility.
NO			J. For any of these additional services, please attach list specifying availability by location. Designate any fees or charges with document.
NOTES/COMMENTS:			

End of Optional Services

**Form A
Bidder Contact Sheet
Invitation To Bid Number 5143 OF**

Form A should be completed and submitted with each response to this Invitation to Bid. 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 ITB Contact Information	
Bidder Name:	Greg Smith
Bidder Address:	2901 Cumming Street Omaha, NE 68131-0825
Contact Person & Title:	Greg Smith / Division Sales Manager
E-mail Address:	gsmith@hilanddairy.com
Telephone Number (Office):	(402) 344-4321 X 572
Telephone Number (Cellular):	(402) 510-9740
Fax Number:	(402) 970-0147

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

Communication with the State Contact Information	
Bidder Name:	Greg Smith
Bidder Address:	2901 Cumming Street Omaha, NE 68131-0825
Contact Person & Title:	Greg Smith / Division Sales Manager
E-mail Address:	gsmith@hilanddairy.com
Telephone Number (Office):	(402) 344-4321 x 572
Telephone Number (Cellular):	(402)-510-9740
Fax Number:	(402) 970-0147

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		
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	
F	Diagnostic & Evaluation Center 3220 West Van Dom St Lincoln, NE 68522 P.O. Box 22800 Lincoln, NE 68542-2800	Phone: 402-471-3330 Fax: 479-6396	Monday - Friday 7:00 AM - 11:30 AM 12:00 PM - 3:00 PM	Janel Boyer 402-479-6215	All items delivered to Central Warehouse unless otherwise requested.
H	Lincoln Correctional Center 3216 West Van Dom 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	Janel Boyer 402-479-6215	All items delivered to Central Warehouse unless otherwise requested. Loading dock doors at LCC will accommodate trucks meeting the following dimensions: 117' high, 37' deep and 97' wide.
I	Comhusker State Industries(Business Office) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1264 Fax: 402-471-1263			Full semi-loads requested before noon.
I	Comhusker State Industries (Warehouse) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1264 Fax: 402-471-1263	Monday - Friday 8:00 AM - 5:00 PM		Full semi-loads requested before noon.
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 Greg Buriemek 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	Nicole Ramer 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	Jeryl Carey 402-522-7065	
P	Residential Treatment Center - @ NSP 4201 S. 14th Street Lincoln, NE 68502	Phone: 402-479-3397	Monday - Friday 7:00AM-11:30AM 12:00PM-3:00PM		All items delivered to Central Warehouse unless otherwise noted
Q	DCS Pharmacy 2620 West Van Dom St. Lincoln, NE 68522	Pharm. Phone: 402-471-7805 & 7806 Medical Supply Phone: 402-471-7807 Fax: 402-471-7809	Monday - Friday 7:00AM-3:30PM		
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	Joyce Plock 402-362-3317 ext, 252	Delivery Driver will be required to unload the shipment with minimal or no assist from facility staff.
T	Central Office, Bldg #1 (Double "Y") 801 W. Prospector Place, Bldg. #1 Lincoln, NE 68522	Phone: 402-471-2654	Monday - Friday 8:30-11:30 12:30-15:30		All items delivered to Central Warehouse unless otherwise noted.
W	Community Correctional Center - Lincoln 2720 West Van Dom 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	
Z	Federal Surplus 2700 West Van Dom St. Lincoln, NE 68522	Phone: 402-471-2677	Monday - Friday 8:00 AM-3:30PM		

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

A.	Beatrice State Developmental Center 3000 E Lincoln Blvd Beatrice, NE 68310 Diana Knoop, Purchasing (402) 223-6816 Fax: 402-223-7546	Dock 1 Sheridan Ind Dock 2 Maintenance Dock 5 North Laundry Dock 5 South	7:30 a.m. – 3:30 p.m. 7:00 a.m. – 3:30 p.m. 6:30 a.m. – 12:00 p.m. 7:30 a.m. – 3:30 p.m.
B.	Norfolk Veterans' Home 600 E Benjamin Ave Norfolk, NE 68701 402-370-3330 Fax: 402-370-3190	Lori Burns, Bus. Mgr. 402-370-3178 Kate Renter, Supply Supervisor 402-370-3104	6:30 a.m. – 2:00 p.m. No deliveries accepted 12:00 pm-12:30 pm
C.	Grand Island Veterans' Home 2300 West Capital Ave. Burkett Station Grand Island, NE 68803 308-385-6252 Fax: 308-385-6257	Loading Dock WWII Bldg Lisa Sedlak, Food Svc Rod Halm, Commissary Sup.	8:00 a.m. – 12:00 p.m.
D.	Hastings Regional Center W 2 St. PO Box 579 Hastings, NE 68901 Terry Blum, Supply Supervisor 402-462-1971 Fax: 402-460-3134	Bldg 3 Pharmacy Bldg 15 Food Supply Bld 7 Inst Supply Bldg 5 UPS	8:00 a.m. – 4:30 p.m. 8:00 a.m. – 3:30 p.m. 8:00 a.m. – 4:30 p.m. 8:00 a.m. – 4:30 p.m.
E.	Eastern Nebraska Veteran's Home 12505 South 40 th Street Bellevue, NE 68123 402-595-2180 Fax: 402-591-4943	David Moon, Bus. Mgr. (402) 591-4949 Rebecca McDaniel, Food Svc. 402-591-4911 Thomas Dudderar, Supply Svc. 402-591- 4897	8:30 a.m. – 11:00 a.m. 12:30 p.m. – 2:00 p.m. All Deliveries should be sent to the attention of the Ordering Department or Supply Services if a department is not specified.
F.	Lincoln Regional Center 2705 Folsom St. Lincoln, NE 68522 402-471-4444	K Bldg (All Deliveries) Randy Willey, Administrator of Financial Management 402-479-5244 Anne Regelean, Food Svc 402-479-5445	5:00 a.m. – 12:00 p.m.
G.	Western Nebraska Veterans' Home 1102 W 42 St Scottsbluff, NE 69361 308-632-0300	Main Bldg Sandy Schuldies, Bus Mgr 308-632-0314 Marci Docekal, Food Svc 308-632-0327	8:00 a.m. – 5:00 p.m. No deliveries accepted: 12:00 p.m. – 1:30 p.m. Deliveries allowed on holidays for this facility.

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

H.	Norfolk Regional Center 1700 N Victory Rd Norfolk, NE 68701 Fax: 402-370-4229	Diane Charles, Food Service Supervisor 402-370-3358 Lori Rector, 402-370-3206	6:30 a.m. – 2:00 p.m. No deliveries between 12:00 p.m. and 12:30 p.m. No deliveries Saturday or Sunday
I.	Center For Children/Youth Lincoln Reg. Ctr., East Campus 5845 Huntington Ave. Lincoln, NE 68507 402-471-6969	Charles Wooldridge, Non Clinical Supervisor Kitchen 402-471-6912 Fax: 402-471-6948	8:00 a.m. – 4:30 p.m.
J.	Youth Rehab & Treatment Center Route 1, Box 23A Geneva, NE 68361 402-759-3164 Fax: 402-759-4804	Sandi Renken, Business Mgr. Jon Eisenhower, Food Service, Mgr.	8:00 a.m. – 4:00 p.m. Monday-Friday
K.	Youth Rehab & Treatment Center 2802 30 th Avenue Kearney, NE 68845 308-865-5313 Fax: 308-865-5323	Rita Uldrich, Business Mgr. Lindsey Eads, Purchasing	8:00 a.m. – 4:00 p.m. Monday-Friday No Delivery 11:30 a.m. – 12:30 p.m.

ATTACHMENT D

Nebraska Department of Correctional Services

Dairy Core List

Description	Manufacturer & Brand	Unit of Measure/Package Size	Estimated Usage per Unit	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding	Case Price (if sold by case)	Each Price (if sold by each)	Extended Price based on Case Price	List Any Changes from Spec
COTTAGE CHEESE, 2% 5 LBS	Prarie Farms / Hiland	5 LB	100	5763	5 LB		7.37	737	
ICE CREAM, 3 GALLON, ASSORT. FLAVORS	Hiland / Hiland	3 GAL	100	9324, 8496, 8997	3 GAL		18.88	1888	Price submittted is for vanilla, chocolate, strawberry
ICE CREAM, CUP, VANILLA-4 OZ/24PK	Ice Cream Specialities / North Star	24/4 OZ	243	25524	24/4 OZ	7.92	0.33	1924.56	
LOW-FAT BUTTERMILK, 1/2 GALLON	Hiland / Hiland	1/2 GAL	608	1462	1/2 GAL		1.51	918.08	
MARGARINE, SOLID, 1LBS (SHREDDDS MARG SLT)	Ventura Foods / Golden Sweet	16 OZ	140,190	10196	16 OZ		0.65	91123.5	
MILK, CHOCOLATE, 1% 5 GALLON BLADDER	Hiland / Hiland	5 GAL	500	25205	5 GAL		15.25	7625	Price submitted is for 2%; 1% is not available
MILK, CHOCOLATE, 1%, 1/2 PINT	Hiland / Hiland	1/2 PINTS	1,056	25281	1/2 PINTS		0.22	232.32	Price submitted is for 2%; 1% is not available
MILK, CHOCOLATE, 1%, GALLON	Hiland / Hiland	1 GAL	500	25144	1 GAL		3.59	1795	Price submitted is for 2%; 1% is not available
MILK, CHOCOLATE, SKIM, 1/2 PINT	Hiland / Hiland	1/2 PINTS	23,748	9178	1/2 PINTS		0.1687	4006.29	
MILK, WHITE, 1%, 1/2 PINT	Hiland / Hiland	PINTS	2,071,070	9171	1/2 PINTS		0.16	331371.2	
MILK, WHITE, 1% GALLON	Hiland / Hiland	1 GAL	1000	1346	1 GAL		2.67	2670	
MILK, WHITE, 1%, 5 GALLON BLADDER	Hiland / Hiland	5 GAL	12,681	1341	5 GAL		10.72	135940.32	
SOUR CREAM, 5LB CONTAINER	Hiland / Hiland	5LB	90	9224	5 LB		7.25	652.5	

ATTACHMENT F

Nebraska Department of Correctional Services

Catalog Bid Sheet

Grocery percent discount: _____

Frozen percent discount: _____

Bread percent discount: _____

Dairy percent discount: _____ 0 _____

Egg Product percent discount: _____

Pasteurized Egg percent discount: _____

Miscellaneous:
Spices, Creamers, Conditments,
Oils and Single Serving Packets
Percent discount: _____

Produce percent discount:
(If available) _____

ATTACHMENT J

Nebraska Department of Health and Human Services

Dairy Core List

Description	Grade	Manufacturer & Brand	Size	Est. Qty.	Bidder's Product Code Number	Case Price	Each Price (if sold by each)	Extended Price based on Case Price	List Any Changes from Spec
BUTTER, U.S. GRADE AA	GRADE AA: No Substitution	Grassland / Hiland	59 CT 17#/CS	1200	9276	58.24		69888	size bidding 47 CT 17#/CS; 59 CT N/A
BUTTER, U.S. GRADE AA INDIVIDUAL WRAP	GRADE AA: No Substitution	Grassland / Country Cream	90 CT	1000	2178	16.8		16800	5 LB BTR-BULK CHIP/PAT 90
CHEESE AMERICAN LOAF YELLOW	N/A	Performance Food Group / West Creek	6 5#	1100	9544	64.68	10.78	71148	
CHEESE AMERICAN SLICED	N/A	Performance Food Group / West Creek	4 5#	1500	16915	43.12	10.78	64680	
CHEESE CHEDDAR MILD SHRED REGULAR	N/A	Performance Food Group / Northland Star	4 5#	900	18253	44.6	11.15	40140	
CHEESE MOZZARELLA SHRED	N/A	Performance Food Group / Northland Mtar	4 5#	600	16927	44	11	26400	
COTTAGE CHEESE, MILKFAT 2%	N/A	Prairie Farms / Hiland	5#	400	5762	7.37	7.37	2948	
COTTAGE CHEESE, MILKFAT 4%	N/A	Prairie Farms / Hiland	5#	1700	5763	7.37	7.37	12529	
CREAM CHEESE LOAF	N/A	Grassland / Grassland	10 3#	600	9544	41.7	6.95	2502	
FAT FREE YOGURT ASSORTED FLAVORS	N/A	Prairie Farms / Hiland	48/6 OZ	300	16470-16433	15.84	0.44	4752	Case Pk is 36 / 6 oz
LACTOSE FREE 2% MILK, GRADE A (not to include soy, almond or coconut milk)	GRADE A: No Substitution	Hiland /	1/2 GAL	1200	25281	3.95	3.95	4740	
LOW FAT YOGURT ASSORTED FLAVORS	N/A	Prairie Farms / Hiland	48/6 OZ	700	16446-16456	15.84	0.44	11088	Case Pk is 36 / 6 oz
MARGARINE, SOLID	N/A	Ventura Foods / Golden Sweet	1#	7200	10196	19.5	0.65	4680	
MILK, CHOCOLATE 1%, GRADE A	GRADE A: No Substitution	Hiland / Hiland	1/2 PINT	53000	25281	0.2079	0.2079	11018.7	Price submitted is for 2%; 1% N/A
MILK, CHOCOLATE SKIM, GRADE A	GRADE A: No Substitution	Hiland / Hiland	1/2 PINT	95000	9178	0.1687	0.1687	16026.5	
MILK, WHITE 1%, GRADE A	GRADE A: No Substitution	Hiland / Hiland	1/2 PINT	450000	9171	0.16	0.16	72000	
MILK, WHITE 2%, GRADE A	GRADE A: No Substitution	Hiland / Hiland	GAL	7250	1201	2.88	2.88	20880	
MILK, WHITE 2%, GRADE A	GRADE A: No Substitution	Hiland / Hiland	1/2 PINT	165000	9168	0.182	0.182	30030	
MILK, WHITE, FAT FREE, GRADE A	GRADE A: No Substitution	Hiland / Hiland	GAL	900	1413	2.49	2.49	2241	
MILK, WHITE, FAT FREE, GRADE A	GRADE A: No Substitution	Hiland / Hiland	1/2 PINT	55000	9173	0.1557	0.1557	8563.5	
MILK, WHITE, WHOLE, GRADE A	GRADE A: No Substitution	Hiland / Hiland	GAL	1300	1031	3.39	3.39	4407	
MILK, WHITE, WHOLE, GRADE A	GRADE A: No Substitution	Hiland / Hiland	1/2 PINT	55000	9165	0.2117	0.2117	11643.5	
SOUR CREAM, HEAVY	N/A	Hiland / Hiland	5#	600	9224	7.25	7.25	4350	
SOUR CREAM, LIGHT	N/A	Hiland / Hiland	5#	200	25293	6	6	1200	

ATTACHMENT L

Nebraska Department of Health and Human Services

Catalog Bid Sheet

Grocery percent discount: _____

Frozen percent discount: _____

Bread percent discount: _____

Dairy percent discount: _____ 0 _____

Egg Product percent discount: _____

Pasteurized Egg percent discount: _____

Miscellaneous:
Spices, Creamers, Conditments,
Oils and Single Serving Packets
Percent discount: _____

Produce percent discount
(if available) _____

ATTACHMENT M

Nebraska Department of Correctional Services & Department of Health and Human Services

Combined Breakfast and School Lunch Program Core List

Description	Grade Requested	Manufacturer & Brand	Case/Qty	Est. Case Qty	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding per Case	Case Price	Each Price (if sold by each)	Extended Price based on Case Price	List Any Changes from Spec
PASTA SPAGHETTI WHOLE GRAIN		NAME BRAND	2/10#	1						
PASTA ROTINI WHOLE GRAIN		NAME BRAND	2/10#	1						
CEREAL FROSTED MINI WHEAT SPOON WHOLE GRAIN		NAME BRAND	6/36 OZ	24						
CEREAL TOASTY O'S WHOLE GRAIN		NAME BRAND	4/34 OZ	130						
CEREAL TRIX WHOLE GRAIN		NAME BRAND	4/32 OZ	63						
CEREAL GOLDEN GRAHAMS WHOLE GRAIN		NAME BRAND	4/43.5 OZ	3						
TORTILLA CHIPS ROUND WHITE WHOLE GRAIN		NAME BRAND	6/2#	8						
JUICE PINEAPPLE 100% VIT C		NAME BRAND	966/4 OZ	7						
APRICOT HALVES 80/130 CHOICE JUICE PACK	B	NAME BRAND	6/#10	41						
POTATOES YAMS FANCY CUT LIGHT SYRUP	B	NAME BRAND	6/#10	339						
CORN CHIPS WHOLE GRAIN		NAME BRAND	90/1 OZ	32						
JUICE ORANGE 100%		Hiland/Hiland	96/4 OZ	105	9508	75 / 4 oz	11.215	0.1495	1056.96	Bid is for 75 / 4 oz Fresh
JUICE GRAPE 100%			96/4 OZ	100				N/A		
JUICE APPLE 100%		Hiland/Hiland	96/4 OZ	115	9504	75 / 4 oz	11.215	0.1495	1650.48	Bid is for 75 / 4 oz Fresh
POTATO, TATER PUFF		SWEET THINGS POTATOES	6/2.5#	23						
FRIES SWEET POTATO JULIENNE CUT		NAME BRAND	5/3#	13						

Milk/Dairy Products

Description	Manufacturer & Brand Requested	Unit of Measure/Package Size	Estimated Usage per Unit	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding	Case Price (if sold by case)	Each Price (if sold by each)	Extended Price based on Case Price	List Any Changes from Spec
MILK, WHITE, FAT FREE, GRADE A - No Substitution	Hiland / Hiland	GAL	900	1413	GAL		2.49	2241	
MILK, WHITE, FAT FREE, GRADE A - No Substitution	Hiland / Hiland	1/2 PINT	55000	9173	1/2 PINT		0.1508	8294	
FAT FREE YOGURT ASSORTED FLAVORS	Prairie Farms / Hiland	48/6 OZ	300	16470-16433	48/6 OZ		0.44	6336	? Brand Bidding - Prairie Farms
YOGURT VANILLA CUP	DANIMALS	48/4 OZ	36	23640-23639	48/4 OZ		0.32	552.96	? Brand Bidding - Prairie Farms
YOGURT STRAW / BANANA	DANIMALS	48/4 OZ	23	23640-23639	48/4 OZ		0.32	353.28	? Brand Bidding - Prairie Farms

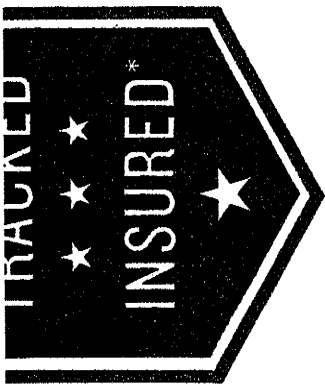
Bread Products

Description	Unit of Measure Package Size	Estimated Usage	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding	Unit Price	List Any Changes from Spec
BREAD, SANDWICH, WHOLE-GRAIN RICH, SLICED, 24 OZ	LV	3300				
BUNS, HAMBURGER, 1.5", WHOLE-GRAIN RICH, SLICE, 12 CT	PK	2100				
BUNS, WEINER, WHOLE- GRAIN RICH, CUT, 12 CT	PK	1200				
ROLLS, DINNER, WHOLE- GRAIN RICH, 12 CT	PK	2000				
BREAD COTTAGE, 100% WHOLE WHEAT, 24 OZ SLICED	LV	500				
BUNS, WEINER, CUT, WHOLE WHEAT, 16 CT	PK	586				
BREAD, 100% WHOLE WHEAT 20 OZ.	LV	2739				
BREAD, 51% WHOLE GRAIN, WHITE	LV	2,872				

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Hiland Dairy Foods Company
State of Nebraska Non-Core Products Pricing

Order Code	Size	Product	Label	Bid Price
9034	DISP	WHOLE	HILND	16.9617
9036	DISP	2%	HILND	14.7856
9037	DISP	SKIM	HILND	11.6883
9040	DISP	CHOCOLATE FF	HILND	12.5339
9560	GAL	SKIM EXTRA	HILND	2.4741
8084	GAL	CHOCOLATE FF	HILND	2.5580
1111	HGAL	WHOLE PLST	HILND	1.7424
1267	HGAL	2% PLASTIC	HILND	1.5249
8074	HGAL	1% PLASTIC	HILND	1.3484
10349	HGAL	LACTAID - WHOLE	STOCK	4.3286
1433	HGAL	SKIM PLASTIC	HILND	1.2151
9561	HGAL	SKIM EXTRA PLST	HILND	1.2777
1492	HGAL	CHOC PREM	HILND	1.8744
25145	HGAL	CHOC 2% PLAST	HILND	1.5963
15116	HGAL	STRAWBERRY 2%	HILND	1.7026
15278	HGAL	CHOC FF PLST	HILND	1.3149
8077	HGAL	EGG NOG	HILND	3.3159
16361	QT	WHOLE PLST	HILND	1.0081
16362	QT	2% PLASTIC	HILND	0.8993
24855	QT	1% PLST	HILND	0.8111
16363	QT	SKIM PLASTIC	HILND	0.7444
24487	QT	BUTTERMILK PLST	HILND	0.8416
25146	QT	CHOC 2% PLST	HILND	0.9274
8079	QT	LITE EGG NOG PAPER	HILND	1.4521
25629	QT	LITE EGG NOG PLST	HILND	1.3579
25448	QT	CHOC MINT UHT	HILND	2.1000
8078	QT	EGG NOG PAPER	HILND	1.7857
25628	QT	EGG NOG PLST	HILND	1.7854
25449	QT	PUMPKIN SPICE UHT	HILND	2.0429
25451	QT	SNICKERDOODLE UHT	HILND	2.0429
8069	PT	WHOLE PLST	HILND	0.5417
8071	PT	2% PLASTIC	HILND	0.4873
25236	PT	SKIM PLST	HILND	0.4099
8082	PT	CHOC PREM PLST	HILND	0.5707
8083	PT	STRAW 2% PLST	HILND	0.5226
9821	PT	CHOCOLATE FF PLST	HILND	0.4309
8080	PT	EGG NOG PLST	HILND	0.9320
26177	12 OZ	1% PLST	HILND	0.5156
25641	12 OZ	MUSCLE RC CHOC 1%	ROCKN	1.6429
20738	12 OZ	MUSCLE REC STRW 1%	ROCKN	1.6429
26178	12 OZ	CHOC FF PLST	HILND	0.5167
26179	12 OZ	STRAW FF PLST	HILND	0.5583
25642	12 OZ	MUSCL BUILD CHOCFF	ROCKN	1.6429
25776	12 OZ	MUSCL BUILD VAN FF	ROCKN	1.6429
7496	12 OZ	C N'C SHAKE UHT	HERSH	1.4143

Hiland Dairy Foods Company
State of Nebraska Non-Core Products Pricing

Order Code	Size	Product	Label	Bid Price
7495	12 OZ	CRMY CHOC SHAKEUHT	HERSH	1.4143
9180	HPT	BUTTERMILK	HILND	0.1931
10198	HPT	SHAKE VAN FF	HILND	0.1827
9177	HPT	STRWBRY FF 50/CS	HILND	0.1836
9181	4 OZ	2%	HILND	0.1241
25296	4 OZ	SKIM	HILND	0.1079
25298	5 GAL	MIX 12% VAN	STOCK	41.9551
25300	10 QT	SHAKE MIX VANILLA	HILND	11.7947
25301	10 QT	MIX 5% CHOC	HILND	13.6839
25302	10 QT	MIX 5% VAN	HILND	13.4527
2367	10 QT	MIX 14%	PF	35.5571
25303	10 QT	MIX 14% VAN	HILND	25.1510
9202	GAL	MIX 4% CHOC PLAST	HILND	5.1290
2337	GAL	MIX 4% VAN PLASTIC	HILND	4.8874
25782	GAL	MIX 5% CHOC	HILND	5.4944
25781	GAL	MIX 5% VANILLA	HILND	5.3891
24374	GAL	DISTILL WATER 6/BX	HILND	0.6904
9498	GAL	DISTILLED WATER	HILND	0.6204
23656	GAL	DRINK WATER 6/BOX	HILND	0.6904
9497	GAL	DRINKING WATER	HILND	0.6204
8092	GAL	JUICE ORANGE	HILND	3.0951
8089	GAL	DRINK FRUIT PUNCH	HILND	1.1387
8088	GAL	DRINK GRAPE	HILND	1.3000
8393	GAL	DRINK ORANGE	HILND	1.1233
8090	GAL	DRINK PINK LEMONAD	HILND	1.3000
17280	GAL	DRINK STRAWBERRY	HILND	1.3000
2100	GAL	CITRUS PUNCH	TAMPC	1.8439
7551	GAL	MANGO PUNCH	TAMPC	1.8439
7278	GAL	TROPICAL PUNCH	TAMPC	1.8986
8087	GAL	SWEET TEA	RED D	2.6267
8395	GAL	TEA UNSWEETEN	RED D	2.3313
13712	GAL	TEA W/SPLENDA	RED D	2.4863
2001	HGAL	JUICE ORANGE PLAST	HILND	1.5901
9210	HGAL	OJ CALCIUM FORTIFD	HILND	1.7337
25304	HGAL	DRINK LEMONADE	HILND	1.2149
22152	59 OZ	OJ PREM CFE	TROPI	4.5429
22153	59 OZ	OJ PREM NP W/CL CF	TROPI	4.5429
24826	57 OZ	JUICE ORANGE PLST	HILND	2.0353
24508	57 OZ	OJ W/CALCIUM	HILND	2.1334
24509	57 OZ	LEMONADE	HILND	1.8124
24671	57 OZ	PEACH TEA	RED D	1.5553
24672	57 OZ	RASPBERRY TEA	RED D	1.5950
24505	57 OZ	SWEET TEA	RED D	1.4701
24506	57 OZ	SWT TEA W/SPLENDA	RED D	1.4077
26624	57 OZ	TEA W/LEMONADE	RED D	1.5713

Hiland Dairy Foods Company
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Order Code	Size	Product	Label	Bid Price
24507	57 OZ	UNSWEET TEA	RED D	1.3371
1960	QT	JUICE ORANGE	HILND	0.9226
15380	QT	DRINK FRUIT PUNCH	JUNGL	0.6446
15622	QT	DRINK GRAPE PLST	JUNGL	0.6446
15382	QT	DRINK LEMON PLST	JUNGL	0.6446
15381	QT	DRINK ORANGE PLST	JUNGL	0.6446
9501	1/2LT	DRINKING WATER/24	HILND	2.6429
1962	PT	JUICE ORANGE	HILND	0.5006
8397	PT	DRINK LEMONADE	HILND	0.4064
8091	PT	SWEET TEA PLST	RED D	0.5921
13713	PT	TEA W/SPLENDA	RED D	0.5713
21745	PT	UNSWEET TEA	RED D	0.5520
16618	12 OZ	JUICE ORANGE ORGNL	TROPI	1.5373
1965	HPT	JUICE ORANGE	HILND	0.2144
9213	HPT	DRINK ORANGE	HILND	0.0921
9504	4 OZ	JUICE APPLE	HILND	0.1153
9508	4 OZ	JUICE ORANGE	HILND	0.1294
9522	1 LB	BULK CREAM 40%	HILND	2.1664
9219	1 LB	BULK CRM-TOTES 36%	HILND	1.9721
20801	1 LB	H&H-TOTE	HILND	0.7629
9520	DISP	WHIP CREAM 36%	HILND	82.2644
9527	DISP	WHIP CREAM 40%	HILND	88.1866
25286	DISP	WHIP CREAM 36% 1/	HILBX	83.3220
25287	DISP	H&H FRESH	HILND	31.7576
9214	HGAL	WHIP CRM 40% PLST	HILND	9.0859
25147	QT	WHIP FRESH PLST	HILND	4.6720
8151	QT	WHIP CREAM UHT 36%	HILND	6.3083
9526	QT	WHIP CRM UHT36%/12	HILBX	6.3654
22214	QT	WHIP CRM UHT 30.5%	SELCT	3.8571
25148	QT	H&H FRESH PLST	HILND	1.7469
13557	QT	H&H UHT	HILND	2.8366
13555	QT	H&H UHT 12/BX	HILBX	2.8937
10000	PT	WHIP CREAM UHT 36%	HILND	3.3681
15838	PT	WHIP CRM UHT36%/12	HILBX	3.3967
25267	PT	H&H PLST FRESH	HILND	0.9126
13559	PT	H&H UHT	HILND	1.6034
14803	HPT	WHIP CR UHT 36%-NW	HILND	1.8309
9525	HPT	WHIP CREAM UHT 12/	HILBX	1.8880
21798	15 OZ	WHIP CRM 20% AERO	Q-CHK	2.5000
21799	7 OZ	WHIP CRM 20% AERO	Q-CHK	1.6286
23140	CASE	CRMR NDY 3/8OZ 348	PF	8.8143
6715	CASE	NO CHILL NDY CRMR	STOCK	19.9471
2509	CASE	CRMR H&H 3/8OZ 348	PF	15.0714
6479	CASE	NO CHILL HH CRM360	STOCK	18.6521
25309	30 LB	SOUR CREAM	HILND	46.3311

Hiland Dairy Foods Company
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Order Code	Size	Product	Label	Bid Price
9226	5 LB	SOUR CREAM W/CHIVE	HILND	7.6721
13648	24 OZ	SOUR CREAM	HILND	2.1996
14791	1 LB	SOUR CREAM -NW	HILND	1.4750
15695	1 LB	LITE SOUR CREAM	HILND	1.1339
7081	1 LB	SOUR CREAM NO FAT	HILND	0.8517
25270	1 LB	DIP-BACON/CHEDR	HILND	1.7919
14795	1 LB	DIP-CHIVE -NW	HILND	1.5913
19238	1 LB	DIP-JALAPENO	HILND	1.8144
14793	1 LB	DIP-ONION -NW	HILND	1.5910
25268	1 LB	DIP-RANCH	HILND	1.6613
25010	1 LB	DIP-SASSY SALSA	HILND	1.7044
8160	1 LB	DIP-SOUTHWEST	HILND	1.6787
25269	1 LB	DIP-TSTD ONION	HILND	1.6214
15696	1 LB	LITE DIP-ONION	HILND	1.1784
8156	12 OZ	SOUR CREAM-SQUEEZE	HILND	1.7571
14790	8 OZ	SOUR CREAM -NW	HILND	0.7900
25319	8 OZ	LITE SOUR CRM	HILND	0.6073
14794	8 OZ	DIP-CHIVE -NW	HILND	0.8460
14792	8 OZ	DIP-ONION -NW	HILND	0.8614
8946	CASE	SOUR CRM 10Z 100CT	PORPK	16.4434
11732	CASE	SOUR CRM W/CH 10Z	SBFRM	15.1286
11731	CASE	SOUR CRM 10Z 100CT	SBFRM	13.9143
1829	5 LB	YOG BLUEBERRY	PF	6.2107
1831	5 LB	YOG CHERRY VANILLA	PF	6.2107
1836	5 LB	YOG RASPBERRY	PF	6.2107
1838	5 LB	YOG STRAWBERRY	PF	6.2107
16093	5 LB	YOG VANILLA	PF	6.2107
9231	5 LB	YOG BLUEBERRY	HILND	4.3099
25295	5 LB	YOG CHERRY VANILLA	HILND	4.3099
9232	5 LB	YOG PEACH	HILND	4.3099
9233	5 LB	YOG PLAIN	HILND	4.3099
9234	5 LB	YOG RASPBERRY	HILND	4.3099
9235	5 LB	YOG STRAWBERRY	HILND	4.3099
22417	5 LB	YOG VANILLA	HILND	4.3099
1833	5 LB	YOG FF/NSA PLAIN	PF	6.2107
16434	24 OZ	YOG PEACH	HILND	1.3677
13645	24 OZ	YOG PLAIN	HILND	1.3677
13644	24 OZ	YOG STRAWBERRY	HILND	1.3677
13643	24 OZ	YOG VANILLA	HILND	1.3677
14214	24 OZ	YOG FF/NSA PEACH	HILND	1.3556
14215	24 OZ	YOG FF/NSA PLAIN	HILND	1.3556
14216	24 OZ	YOG FF/NSA STRAW	HILND	1.3556
14217	24 OZ	YOG FF/NSA STRW/BN	HILND	1.3556
24927	7 OZ	SMOOTHIE MANGO	YOPHR	0.6031
24928	7 OZ	SMOOTHIE PEACH	YOPHR	0.6031

Hiland Dairy Foods Company
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Order Code	Size	Product	Label	Bid Price
24929	7 OZ	SMOOTHIE PINACOLDA	YOPHR	0.6031
24930	7 OZ	SMOOTHIE POMEGRNTE	YOPHR	0.6031
24932	7 OZ	SMOOTHIE STRAWBRRY	YOPHR	0.6031
24931	7 OZ	SMOOTHIE STRW/BAN	YOPHR	0.6031
25828	5.3OZ	YG GRK 100 BLUEBRY	HILND	0.9500
25829	5.3OZ	YG GRK 100 CHERRY	HILND	0.9500
25830	5.3OZ	YG GRK 100 KEYLIME	HILND	0.9500
25831	5.3OZ	YG GRK 100 PEACH	HILND	0.9500
25832	5.3OZ	YG GRK 100 STRAW	HILND	0.9500
25833	5.3OZ	YG GRK 100 VANILLA	HILND	0.9500
25441	5.3OZ	YG GRK/FF BLK CHRY	HILND	0.9067
25442	5.3OZ	YG GRK/FF BLUBERRY	HILND	0.9331
25443	5.3OZ	YG GRK/FF PEACH	HILND	0.8870
25444	5.3OZ	YG GRK/FF PINAPPLE	HILND	0.9199
25445	5.3OZ	YG GRK/FF RASPBRRY	HILND	0.9199
25446	5.3OZ	YG GRK/FF STRAWBRY	HILND	0.9539
25447	5.3OZ	YG GRK/FF VANILLA	HILND	0.9199
25305	30 LB	COTT CHEESE LOWFAT	HILND	43.7661
11233	30 LB	COTT CH LC DRY	HILND	43.7661
9261	30 LB	COTT CHEESE DRY	HILND	43.7661
25232	5 LB	COTT CH SC 2/BX	HILBX	13.9520
1769	5 LB	COTT CHEESE LOWFAT	PF	6.3800
25306	5 LB	COTT CHEESE 1%	HILND	6.3800
1817	4 LB	COTT CHEESE DRY	HILND	7.9400
14797	24 OZ	COTT CHEESE SC -NW	HILND	1.9486
14800	24 OZ	COTT CHEESE LC -NW	HILND	1.9486
14799	24 OZ	COTT CHEESE LF -NW	HILND	1.9486
25307	24 OZ	COTT CHEESE 1%	HILND	1.9486
14801	24 OZ	COTT CHEESE NF -NW	HILND	1.9486
14796	16 OZ	COTT CHEESE SC -NW	HILND	1.3216
14798	16 OZ	COTT CHEESE LF -NW	HILND	1.3216
25308	16 OZ	COTT CH 1%	HILND	1.3216
8110	12 OZ	COTT CHEESE DRY	HILND	1.3299
20283	4 OZ	COTT CHEESE LOWFAT	HILND	0.3579
2195	8 LB	BUTTER CUP WHIPPED	STOCK	34.2690
2196	5 LB	BUTTER WHIPPED SLT	STOCK	19.0357
8111	1 LB	BUTTER QTRS SALT	HILND	4.1036
9277	1 LB	BUTTER QTRS UNS	HILND	3.5536
9276	1 LB	BUTTER SOLID SALT	STOCK	3.7244
9278	1 LB	BUTTER SOLID UNS36	STOCK	3.7387
11463	1 LB	BUTTER SOLID	CNCRM	3.8000
11464	1 LB	BUTTER SOLID UNS	CNCRM	3.6036
9024	8 OZ	BUTTER TWO QUARTRS	HILND	1.6387
23012	8 OZ	BTR SPREAD CANOLA	HILND	2.5000
2191	BULK	BTR CUBE S 55.12LB	STOCK	157.8794

Hiland Dairy Foods Company
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Order Code	Size	Product	Label	Bid Price
6925	BULK	BTR CUBE UNS 55/LB	STOCK	196.9657
2202	20 LB	OLEO WHIPPED	STOCK	20.7714
2206	10 LB	OLEO CUPS	STOCK	18.0286
24745	1 LB	OLEO QTRS 24CT	IMPRL	1.1714
11467	1 LB	OLEO SOLIDS 30/BX	GOLDN	0.4990
9547	5 LB	CHE AMER SL 120	HILND	13.3214
9545	5 LB	CHE AMER SL 160	HILND	13.3214
9541	5 LB	CHE SWISS 160	SCHBR	12.4286
16922	5 LB	CHE CHDR/JK FN/SHD	STOCK	14.5286
9786	5 LB	CHE CHEDDAR SHRED	STOCK	14.1786
16921	5 LB	CHE CHEDR FIN/SHRD	STOCK	14.5286
16925	5 LB	CHE MONT JK SHRED	STOCK	14.5286
16917	5 LB	CHE SL120 AMERICAN	STOCK	13.9571
16918	5 LB	CHE SWISS AM SL120	STOCK	14.1143
10433	1 LB	CHE COLBY JACK	HILND	3.5066
11059	1 LB	CHE HOT PEPPERJACK	HILND	3.5637
10431	1 LB	CHE MILD CHEDDAR	HILND	3.5066
10432	1 LB	CHE MONTEREY JACK	HILND	3.5066
17358	1 LB	CHE SHARP CHEDDAR	HILND	3.7351
21966	8 OZ	CHE SHRD CHED FNCY	HILND	1.7890
21967	8 OZ	CHE SHRD COLBY JCK	HILND	1.8104
21968	8 OZ	CHE SHRD ITALIAN	HILND	1.8176
21969	8 OZ	CHE SHRD MEXICAN	HILND	1.7890
21970	8 OZ	CHE SHRD MOZZ	HILND	1.8319
11652	GAL	EMPTY JUG NO CAP	HILND	0.2594
24958	HGAL	ICE COFFEE CARAMEL	HILBX	3.0786
24960	HGAL	ICE COFFEE MOCHA	HILBX	3.0786
24959	HGAL	ICE COFFEE VANILLA	HILBX	3.0786
24703	HGAL	ALMOND CHOCOLATE	HILND	2.5714
24704	HGAL	ALMOND ORG UNSW 40	HILND	2.0904
24705	HGAL	ALMOND ORIGINAL 60	HILND	2.0904
24706	HGAL	ALMOND VAN UNSW 40	HILND	2.1857
24707	HGAL	ALMOND VANILLA 90	HILND	2.3404
24701	HGAL	SOY ORIGINAL	HILND	2.0904
24702	HGAL	SOY VANILLA	HILND	2.1786
11653	HGAL	EMPTY JUG NO CAP	HILND	0.1429
9284	PT	EGG SUBSTITUTE	HILND	3.5714
11661	10 LB	WEINERS SKINL RD 8	WMMRS	34.4286
9992	15 OZ	NON DAIRY AEROSOL	STOCK	1.9000
4819	15 OZ	NON DAIRY AEROSOL	CLCRM	2.1857
11507	3 GAL	IC BANANA NUT	HILND	24.9920
19052	3 GAL	IC BIRTHDAY CAKE	HILND	24.1695
11510	3 GAL	IC BLACK CHERRY	HILND	26.1395
9310	3 GAL	IC BLACK WALNUT	HILND	27.9573
11886	3 GAL	IC BLUBERRY CHSCAK	HILND	26.6982

Hiland Dairy Foods Company
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Order Code	Size	Product	Label	Bid Price
11519	3 GAL	IC BLUE MOON	HILND	21.1118
9334	3 GAL	IC BUBBLE GUM	HILND	23.1625
11516	3 GAL	IC BUTTER KRUNCH	HILND	23.3984
9308	3 GAL	IC BUTTER PECAN	HILND	25.5978
9322	3 GAL	IC CC COOKIE DOUGH	HILND	23.3127
11511	3 GAL	IC CHERRY VANILLA	HILND	25.8898
4915	3 GAL	IC CHOCOLATE CHIP	HILND	21.3371
12762	3 GAL	IC CLASSIC VANILLA	HILND	21.1158
11520	3 GAL	IC COCONUT	HILND	22.7615
9309	3 GAL	IC COFFEE	HILND	23.7496
4916	3 GAL	IC COOKIES & CREAM	HILND	21.1029
11506	3 GAL	IC COUNTRY VAN	HILND	20.3118
9331	3 GAL	IC DULCE DE LECHE	HILND	28.1484
9319	3 GAL	IC FRENCH VANILLA	HILND	24.2700
12159	3 GAL	IC GREEN TEA	HILND	24.4031
9314	3 GAL	IC MINT CHOC CHIP	HILND	22.6018
21657	3 GAL	IC MOCHA ALMD FUDG	HILND	36.5416
19364	3 GAL	IC NUTTY COCONUT	HILND	27.7722
12158	3 GAL	IC NY VANILLA	HILND	20.2204
19689	3 GAL	IC PEACHES N'CREAM	HILND	23.0016
9312	3 GAL	IC PEPPERMINT	HILND	23.5940
12739	3 GAL	IC PIST NUT W/FRUT	HILND	29.1825
11503	3 GAL	IC PISTACHIO NUT	HILND	22.5984
9325	3 GAL	IC PRALINE PECAN	HILND	29.2562
26403	3 GAL	IC PUMPKIN PIE	HILND	28.4031
9316	3 GAL	IC ROCKY ROAD	HILND	24.9125
11514	3 GAL	IC RUM RAISIN	HILND	25.2684
9317	3 GAL	IC SPUMONI	HILND	24.0229
9320	3 GAL	IC STRW CHEESECAKE	HILND	23.0660
11515	3 GAL	IC SUPERMAN	HILND	21.4484
11517	3 GAL	IC TIN ROOF SUNDAE	HILND	23.6040
9324	3 GAL	IC VANILLA BEAN	HILND	20.3722
11509	3 GAL	IC VANILLA FUDGE	HILND	20.8215
9335	3 GAL	IC WHTHOUSE CHERRY	HILND	21.9182
18781	3 GAL	OREC BANANA PUDDNG	HILND	29.7476
12187	3 GAL	OREC BLACK CHERRY	HILND	29.6835
11533	3 GAL	OREC BLACK WALNUT	HILND	30.6695
11537	3 GAL	OREC BRWNE NUT FDG	HILND	30.8265
11527	3 GAL	OREC BTR BRICKLE	HILND	27.3176
11540	3 GAL	OREC BUBBLE GUM	HILND	26.7622
11529	3 GAL	OREC BUTTER PECAN	HILND	30.9035
11551	3 GAL	OREC CAPUCINO CHIP	HILND	28.5075
11526	3 GAL	OREC CHOC CHIP	HILND	26.8084
4910	3 GAL	OREC CHOCHP CK DGH	HILND	26.7016
11536	3 GAL	OREC CHOCOLATE	HILND	24.6262

Hiland Dairy Foods Company
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Order Code	Size	Product	Label	Bid Price
12188	3 GAL	OREC CHRY CHOCHUNK	HILND	28.3238
11532	3 GAL	OREC CINNAMON	HILND	25.0016
11525	3 GAL	OREC COFFEE	HILND	27.6565
11531	3 GAL	OREC COOKIE N'CRM	HILND	24.9645
12077	3 GAL	OREC COTTON CANDY	HILND	30.2429
4913	3 GAL	OREC CRML PEC PRLN	HILND	38.0195
4912	3 GAL	OREC FRENCH VAN	HILND	30.1976
11528	3 GAL	OREC MINT CHOCCHIP	HILND	29.6876
12185	3 GAL	OREC ORANGE PINAPL	HILND	28.0973
11530	3 GAL	OREC P-MINT STICK	HILND	27.2393
11538	3 GAL	OREC PNUT BTR FUDG	HILND	30.3133
11539	3 GAL	OREC ROCKY ROAD	HILND	28.4100
11524	3 GAL	OREC STRAWBERRY	HILND	25.9582
11888	3 GAL	OREC STRWBRY CHSCK	HILND	26.3882
12186	3 GAL	OREC SW CHOC ALMND	HILND	32.4264
11535	3 GAL	OREC VANILLA	HILND	23.9875
4914	3 GAL	OREC WHOUSECHY NUT	HILND	30.1715
7263	3 GAL	MOOSE TRACKS	DNALI	31.2004
19097	3 GAL	LF CHURN CHOCLATTE	HILND	27.0224
19098	3 GAL	LF CHURN COCONUT	HILND	27.3945
15465	3 GAL	LF SHAKE BASE	HILND	11.0458
11492	3 GAL	LF VANILLA	HILND	15.1944
16407	3 GAL	LF/NSA BTR PECAN	HILND	25.3055
16406	3 GAL	LF/NSA CHOCOLATE	HILND	19.7455
16408	3 GAL	LF/NSA RASP N CRM	HILND	22.5071
11933	3 GAL	CARBW NSA BTRPECAN	HILND	36.4018
11219	3 GAL	CARBW NSA CHOC	HILND	29.9911
11218	3 GAL	CARBW NSA VANILLA	HILND	28.8751
19088	3 GAL	NSA CHURN BTR PCAN	HILND	31.1933
9345	3 GAL	NSA CHURN VANILLA	HILND	26.2993
11608	3 GAL	FF/NSA VANILLA	HILND	18.0265
11495	3 GAL	LF ALMOND AMARETTO	HILND	28.3516
9367	3 GAL	SHBT LIME	HILND	13.8249
4917	3 GAL	SHBT ORANGE	HILND	13.7260
4918	3 GAL	SHBT PINEAPPLE	HILND	15.7773
4919	3 GAL	SHBT RAINBOW	HILND	14.0271
9366	3 GAL	SHBT RASPBERRY	HILND	14.5356
9379	3 GAL	FZN YOG BLK CHERRY	LTIME	28.3918
9378	3 GAL	FZN YOG CHOCOLATE	LTIME	22.3396
9377	3 GAL	FZN YOG FRENCH VAN	LTIME	21.3618
9376	3 GAL	FZN YOG PEACH	LTIME	25.6093
9381	3 GAL	FZN YOG STRAWBERRY	LTIME	23.6993
11490	3 GAL	NF FZ YG VANILLA	LTIME	14.8840
4935	4 QT	IC VANILLA	HILND	7.0444
21485	4 QT	IC CHERRY NUT	ROBTS	8.7578

Hiland Dairy Foods Company
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Order Code	Size	Product	Label	Bid Price
12745	4 QT	IC CHOC CHIP-BI LI	FAMPK	7.3382
12746	4 QT	IC CHOC TWRL-BI LI	FAMPK	7.1605
12747	4 QT	IC CHOCOLATE-BI LI	FAMPK	7.1929
12748	4 QT	IC NEAPOLTAN-BI LI	FAMPK	7.0896
12749	4 QT	IC STRW SWRL-BI LI	FAMPK	7.2471
12750	4 QT	IC VANILLA-BI LI	FAMPK	6.9591
21806	4 QT	FZ DZ C N'C	FACRS	5.0456
21805	4 QT	FZ DZ NEAPOLITAN	FACRS	4.8782
21807	4 QT	FZ DZ STRAW SWIRL	FACRS	5.2376
21804	4 QT	FZ DZ VANILLA	FACRS	4.7178
6241	HGLSQ	LF/NSA VANILLA	PF	5.2511
3324	HGLRD	SHBT LIME	HILND	3.1611
3328	HGLRD	SHBT ORANGE	HILND	3.1415
3333	HGLRD	SHBT PINEAPPLE	HILND	3.6133
3336	HGLRD	SHBT RAINBOW	HILND	3.2036
3340	HGLRD	SHBT RASPBERRY	HILND	3.3025
15925	56 OZ	IC BLACK WALNUT	HILND	4.9651
15212	56 OZ	IC CANDY BAR CRNCH	HILND	4.9527
15923	56 OZ	IC CHOC MOOSE TRKS	HILND	5.5769
15209	56 OZ	IC COOKIE OVERLOAD	HILND	3.9062
15213	56 OZ	IC DENALI MOOSETRK	HILND	5.5338
15926	56 OZ	IC DULCE DE LECHE	HILND	5.2782
15203	56 OZ	IC FRENCH VANILLA	HILND	5.1962
15924	56 OZ	IC HEAVENLY HASH	HILND	5.7478
15205	56 OZ	IC HOME MILK CHOC	HILND	4.1902
15204	56 OZ	IC HOMEMADE VAN	HILND	3.9331
15211	56 OZ	IC PRAL PEC TURTLE	HILND	5.4373
15210	56 OZ	IC REAL BTR PECAN	HILND	5.1513
15201	56 OZ	IC REAL VANILLA	HILND	4.0933
15202	56 OZ	IC VANILLA BEAN	HILND	4.4015
18443	56 OZ	LF CHURN COCONUT	HILND	4.2727
18445	56 OZ	LF CHURN MINT CRM	HILND	4.3998
18444	56 OZ	LF CHURN OATML RSN	HILND	4.6758
18440	56 OZ	LF CHURN VANILLA	HILND	2.9627
18438	56 OZ	NSA CHURN BTR PECN	HILND	4.9811
18439	56 OZ	NSA CHURN MINTCHIP	HILND	5.0095
18437	56 OZ	NSA CHURN VANILLA	HILND	4.2093
22368	56 OZ	FZN YOG BLACKCHRRY	LTIME	4.5818
22366	56 OZ	FZN YOG CHOCOLATE	LTIME	3.6985
22365	56 OZ	FZN YOG FRENCH VAN	LTIME	3.6442
22369	56 OZ	FZN YOG PEACH	LTIME	4.1755
22367	56 OZ	FZN YOG STRAWBERRY	LTIME	3.8969
20271	56 OZ	IC SQ BIRTHDAYCAKE	HILND	4.3373
10322	56 OZ	IC SQ BLACK WALNUT	HILND	4.3427
9432	56 OZ	IC SQ BTR BRICKLE	HILND	3.7029

Hiland Dairy Foods Company
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Order Code	Size	Product	Label	Bid Price
18728	56 OZ	IC SQ BUTTER PECAN	HILND	4.3056
18729	56 OZ	IC SQ CHERRY VAN	HILND	4.0185
18730	56 OZ	IC SQ CHOC BROWNIE	HILND	3.9105
18731	56 OZ	IC SQ CHOC CHIP	HILND	3.2958
18732	56 OZ	IC SQ CHOCOLATE	HILND	3.3545
18733	56 OZ	IC SQ COOKIE DOUGH	HILND	3.4200
18734	56 OZ	IC SQ COOKIE N'CRM	HILND	3.2080
18735	56 OZ	IC SQ NEAPOLITAN	HILND	3.2869
9429	56 OZ	IC SQ OUTLAW RUN	HILND	3.7029
4933	56 OZ	IC SQ PEPPERMINT	HILND	3.8473
18737	56 OZ	IC SQ ROCKY ROAD	HILND	4.4400
18738	56 OZ	IC SQ STRAWBERRY	HILND	3.4640
18739	56 OZ	IC SQ TIN ROOF	HILND	3.6678
18740	56 OZ	IC SQ VAN OLD FASH	HILND	3.2015
18715	56 OZ	IC CHOC CHIP	FAMPK	3.1600
18709	56 OZ	IC CHOCOLATE	FAMPK	3.1013
18708	56 OZ	IC COUNTRY VANILLA	FAMPK	3.0091
18714	56 OZ	IC NEAPOLITAN	FAMPK	3.0569
21810	56 OZ	FZ DZ C N'C	FACRS	2.1267
21809	56 OZ	FZ DZ NEAPOLITAN	FACRS	2.0525
21808	56 OZ	FZ DZ VANILLA	FACRS	1.9827
3033	48 OZ	BUTTER PECAN	BREYR	7.4822
3037	48 OZ	CHOC CHIP CKIE DGH	BREYR	7.4822
3035	48 OZ	CHOCOLATE	BREYR	7.4822
3039	48 OZ	COOKIES N' CREAM	BREYR	7.4822
3040	48 OZ	FRENCH VANILLA	BREYR	7.4822
5579	48 OZ	HOMEMADE VANILLA	BREYR	7.3273
3042	48 OZ	MINT CHOC CHIP	BREYR	7.4822
3047	48 OZ	ROCKY ROAD	BREYR	7.4822
11240	48 OZ	SNICKERS	BREYR	7.4822
3048	48 OZ	STRAWBERRY	BREYR	7.4822
3044	48 OZ	VAN/CHOC/STRAWBY	BREYR	7.4822
3051	48 OZ	VANILLA	BREYR	7.4822
9639	PT	OREC ASSTD FLAVORS	HILND	1.4698
11607	PT	OREC BELGIAN CHOC	HILND	1.2969
9640	PT	OREC BLACK WALNUT	HILND	1.5889
9636	PT	OREC BUTTER PECAN	HILND	1.5696
9642	PT	OREC CC COOK DOUGH	HILND	1.3869
4948	PT	OREC CLASSIC VAN	HILND	1.3047
9641	PT	OREC COOKE OVRLOAD	HILND	1.3040
9638	PT	OREC HOMEMADE VAN	HILND	1.3645
15670	PT	OREC NEAPOLITAN	HILND	1.2845
9637	PT	OREC STRWBY N CRM	HILND	1.3818
4951	PT	OREC TIN ROOF	HILND	1.4080
16179	PT	AMERICONE DREAM	B & J	6.0973

Hiland Dairy Foods Company
State of Nebraska Non-Core Products Pricing

Order Code	Size	Product	Label	Bid Price
15754	PT	BANANA SPLIT	B & J	6.0973
21619	PT	BERRY VOLUNTARY	B & J	6.0973
21975	PT	BONAROO BUZZ	B & J	6.0973
21620	PT	BROWNIE CHEWGOODER	B & J	6.0973
3128	PT	CC COOKIE DOUGH	B & J	6.3858
3127	PT	CHERRY GARCIA	B & J	6.3858
3135	PT	CHOC FUDGE BROWNIE	B & J	6.3858
3130	PT	CHUNKY MONKEY	B & J	6.3858
16178	PT	CTRY PEACH COBBLER	B & J	6.0973
6745	PT	EVERYTHING BUT	B & J	6.3858
6743	PT	HALF BAKED	B & J	6.3858
21986	PT	LATE NIGHT SNACK	B & J	6.0973
3133	PT	NY SUPER FUDGE	B & J	6.0973
5643	PT	PHISH FOOD	B & J	6.3858
21984	PT	RED VELVET CAKE	B & J	6.0973
22124	PT	VOLUN-TIRAMISU	B & J	6.0973
21256	PT	SNICKERS	MARS	3.4622
8435	PT	BUTTER PECAN	BREYR	2.5582
14421	PT	CHOCOLATE	BREYR	2.5582
21394	PT	HEATH ENG TOFFEE	BREYR	3.0584
11136	PT	OREO COOKIE&CREAM	BREYR	3.0584
11137	PT	REESE PNUT BTR CUP	BREYR	3.0584
11138	PT	SNICKER'S	BREYR	2.6000
8434	PT	STRAWBERRY	BREYR	2.5582
5436	PT	VANILLA	BREYR	2.5582
22321	PT	WAFFLE CONE W/CHIP	BREYR	3.0584
9643	PT	SHBT ORANGE	HILND	1.0684
8695	PT	FZ YG HALF BAKED	B & J	6.0973
14953	CLUB	SUPER VARIETY 40CT	NSTAR	18.6133
25502	CLUB	VARIETY PAK 30CT	NSTAR	14.8015
3687	24 PK	LOTTA CREMES	NSTAR	4.0285
7520	24 PK	LOTTA FRUITA	NSTAR	3.2556
3689	24 PK	LOTTA FUDGE	NSTAR	4.2905
3690	24 PK	LOTTA JUICE	NSTAR	3.3916
3691	24 PK	LOTTA POPS	NSTAR	3.2115
9674	20 PK	NSA POP O/C/G	SICLE	6.0011
6720	20 PK	SCRIBBLERS	SICLE	6.0011
14428	20 PK	SF FUDGESICLE	SICLE	6.1551
5025	18 PK	ASST TWIN POPS	BDSVR	3.6364
6196	16 PK	MINI SANDWICH	NSTAR	4.1540
9652	12 PK	CHOC MALT CUP	ROBTS	8.9865
3777	12 PK	ASST TWIN POP	NSTAR	2.9855
3773	12 PK	FUDGE BAR	NSTAR	3.2736
5217	12 PK	H/W NSA FUDGE BAR	NSTAR	3.4727
3774	12 PK	ICE CREAM BAR	NSTAR	3.8549

Hiland Dairy Foods Company
State of Nebraska Non-Core Products Pricing

Order Code	Size	Product	Label	Bid Price
3780	12 PK	NEO SANDWICH	NSTAR	4.5131
3776	12 PK	PATRIOT POPS JR	NSTAR	2.0669
3779	12 PK	SANDWICH	NSTAR	4.4869
3775	12 PK	STAR LITE BAR-RF	NSTAR	3.5176
15652	12 PK	SWTWS NSA BAR JR	NSTAR	3.4727
20226	12 PK	CREAMSICLE POP NTL	SICLE	3.8276
3806	12 PK	FUDGESICLE SUGFREE	SICLE	3.8000
3810	12 PK	POPSICLE OCG	SICLE	2.5818
21454	12 PK	POPSICLE OCG	SICLE	3.8276
3811	12 PK	POPSICLE OCG SUGFR	SICLE	3.2545
20181	12 PK	VAN/CHOC BAR	GOODH	5.4242
12461	12 PK	100Z COOK/CRM CUP	DCONA	7.5407
12470	12 PK	100Z COOK/CRM CUP	BIGDA	7.1691
12472	12 PK	100Z LITE IC CHOC	BIGDA	7.2051
12473	12 PK	100Z LITE IC STRAW	BIGDA	7.4845
12471	12 PK	100Z LITE IC VAN	BIGDA	7.1840
12463	10 PK	VAN 1/2 FULL 12OZ	HILND	5.9091
15944	8 PK	DO-NUT DEVILS FOOD	NSTAR	4.0155
15656	8 PK	DONUT CONFETTI VAN	NSTAR	3.7767
21781	8 PK	H/W CNC SANDWICH	NSTAR	5.4089
17630	8 PK	MINI VANILLA CONE	NSTAR	3.7878
3852	8 PK	VANILLA SLICE	NSTAR	3.4718
9993	8 PK	CREAMSICLE	SICLE	1.9455
8189	8 PK	FUDGESICLE	SICLE	1.9455
21964	8 PK	FUDGESICLE NSA	SICLE	2.3851
3926	6 PK	ASSORTED TWIN POP	NSTAR	1.6560
3928	6 PK	BANANA TWIN POP	NSTAR	1.6429
8065	6 PK	BLUE RASP TWIN POP	NSTAR	1.6118
10569	6 PK	CARB WISE IC SQUAR	NSTAR	2.2900
3929	6 PK	CHERRY TWIN POP	NSTAR	1.6200
6956	6 PK	CHOC ECLAIR	NSTAR	2.2913
21783	6 PK	CNC SANDWICH	NSTAR	3.0445
3920	6 PK	ENGLISH TOFFEE	NSTAR	2.6907
17629	6 PK	FROG SPIT TURBO	NSTAR	2.9576
20687	6 PK	FRSTY MINT SWL CUP	NSTAR	3.6896
3921	6 PK	FUDGE BAR	NSTAR	1.8787
25626	6 PK	INSIDE OUT SANDWCH	NSTAR	2.7940
19685	6 PK	JUST DIPPED CONES	NSTAR	4.0613
3923	6 PK	KRISPY KRUNCH BAR	NSTAR	2.4502
20668	6 PK	LEMON CRUNCH BAR	NSTAR	2.4796
23507	6 PK	NUTTY ROYALE CONE	NSTAR	3.5631
3933	6 PK	OFASH COMB CONE	NSTAR	3.9105
3932	6 PK	OFASH VAN CONE	NSTAR	3.8762
3925	6 PK	OLD RECIPE IC BAR	NSTAR	2.4256
22304	6 PK	P-MINT CANDY SAND	NSTAR	3.4227

Hiland Dairy Foods Company
State of Nebraska Non-Core Products Pricing

Order Code	Size	Product	Label	Bid Price
22239	6 PK	PUMPKIN SPICE SAND	NSTAR	3.0167
21785	6 PK	SANDWICH LG WAFER	NSTAR	2.8971
6957	6 PK	STRWBRY SHORTCAKE	NSTAR	2.3240
3930	6 PK	TOTALLY TUBULAR OS	NSTAR	2.5565
4052	6 PK	4OZ CHOC SUND PLST	NSTAR	2.7825
4053	6 PK	4OZ STRW SUND PLST	NSTAR	2.8071
4054	6 PK	4OZ VANILLA PLST	NSTAR	2.5156
3887	6 PK	ORIGINAL VAN BAR	KLDKE	5.8665
4247	6 PK	VAN SANDWICH	KLDKE	5.8665
3937	6 PK	ICE CREAM BAR	SNICK	4.8545
22002	6 PK	REESE IC CUP	GOODH	5.3856
3880	6 PK	STRAWBERRY SHORTCK	GOODH	5.4242
14424	5 PK	ICE CREAM BAR	SNICK	4.1905
15657	4 PK	MINT PATTIE IC	NSTAR	2.5664
15658	4 PK	PEPPERMINT STARS	NSTAR	1.7758
18778	4 PK	HEATH BAR	KLDKE	3.9238
21963	4 PK	KRUNCH BAR	KLDKE	3.9238
21402	4 PK	MRS FIELD SANDWICH	KLDKE	5.8665
21201	4 PK	OREO SANDWICH	KLDKE	5.8665
15238	4 PK	ORIGINAL BAR	KLDKE	3.9238
4200	4 PK	KING CONE	GOODH	5.2702
23594	4 PK	REESE PNUBTBR CUP	GOODH	3.6160
22008	3 PK	MAGNUM DBL CARAMEL	SICLE	5.9049
22054	3 PK	MAGNUM DBL CHOC	SICLE	5.6549
4003	EACH	CAKE ROLL	NSTAR	4.8978
3998	EACH	VIENETTA VANILLA	BREYR	3.5395
21678	1CT	FUDGE BROWN BAR/12	B & J	2.2120
15954	1CT	HALF BAKE BAR /12	B & J	2.2120
18331	1CT	CHOCOLATE ECLAIR	NSTAR	0.3704
18332	1CT	CNC SANDWICH	NSTAR	0.7011
20185	1CT	FROG SPIT TUBE	NSTAR	0.4600
17612	1CT	FUDGE BAR	NSTAR	0.2913
18334	1CT	KRISPY KRUNCH	NSTAR	0.4098
25492	1CT	LF COOKIE N CR BAR	NSTAR	0.2764
25493	1CT	LF DREAM BAR	NSTAR	0.2853
20187	1CT	LF STRAW N'CREAM	NSTAR	0.2369
20186	1CT	LF VAN MINI CONE	NSTAR	0.4224
24588	1CT	MOON PIE SANDWICH	NSTAR	0.7165
18335	1CT	NEO SAND KING SIZE	NSTAR	0.5765
17613	1CT	NUTTY ROYALE CONE	NSTAR	0.5227
25719	1CT	OFASH COMBO CONE	NSTAR	0.6324
22231	1CT	OFASH TRIPLE CHOC	NSTAR	0.7002
18336	1CT	OFASH VAN CONE	NSTAR	0.6216
17614	1CT	OLD RECIPE IC BAR	NSTAR	0.3956
17616	1CT	POPS ASST O/C/B	NSTAR	0.2513

Hiland Dairy Foods Company
State of Nebraska Non-Core Products Pricing

Order Code	Size	Product	Label	Bid Price
20191	1CT	RF SANDWICH 3.5OZ	NSTAR	0.3689
18703	1CT	RICH N CHIPS	NSTAR	0.7535
17615	1CT	SANDWICH IC VAN	NSTAR	0.4153
18337	1CT	STRWBRRY SHORTCAKE	NSTAR	0.3789
20189	1CT	SUPER POP R/W/B	NSTAR	0.2749
18338	1CT	TOFFEE ICE CR BAR	NSTAR	0.4509
18339	1CT	TOTALLY TUBULAR OS	NSTAR	0.3836
20192	1CT	UFO SANDWICH	NSTAR	0.7362
18340	1CT	VAN SAND KING SIZE	NSTAR	0.5660
17601	1CT	10OZ CHOC MALT 12/	NSTAR	0.7275
17603	1CT	10OZ CNC SHAKE 12/	NSTAR	0.7622
18341	1CT	10OZ STRW SHKE 12/	NSTAR	0.7816
17602	1CT	10OZ TORNADO TW12/	NSTAR	0.7702
25011	1CT	10OZ VAN SHAKE 12/	NSTAR	0.7562
25506	1CT	3OZ CHOC PLST	NSTAR	0.3569
25512	1CT	3OZ VAN YOG	NSTAR	0.3353
25514	1CT	4OZ CHOC STYRO	NSTAR	0.4160
25515	1CT	4OZ H/W CHOC	NSTAR	0.4125
25517	1CT	4OZ H/W VAN	NSTAR	0.4085
25518	1CT	4OZ LIME STYRO	NSTAR	0.3429
25519	1CT	4OZ ORANGE STYRO	NSTAR	0.3436
25520	1CT	4OZ RASP STYRO	NSTAR	0.3453
25521	1CT	4OZ STRAW STYRO	NSTAR	0.4307
21965	1CT	FUDGSICLE	SICLE	0.4424
14617	1CT	LICK-A-COLOR	SICLE	0.4909
22092	1CT	MAGNUM ALMOND BAR	SICLE	2.2120
22379	1CT	MAGNUM CLASSIC/12	SICLE	2.2120
22093	1CT	MAGNUM DBL CRMLBAR	SICLE	2.2120
25399	1CT	MAGNUM GOLD BAR	SICLE	2.2120
15949	1CT	POP UP ORANGE	SICLE	0.7116
21331	1CT	RAINBOW POP /12	SICLE	0.6924
20163	1CT	SPONGEBOB BAR	SICLE	0.9425
25727	1CT	TURBO WATERMELN/12	SICLE	0.5771
14620	1CT	CHOCO TACO	KLDKE	1.6542
14619	1CT	KRUNCH BAR	KLDKE	1.3271
15955	1CT	OREO SANDWICH	KLDKE	1.6545
18681	1CT	ORG IC BAR 5.5OZ	KLDKE	1.3271
22091	1CT	WHAT THE FUDG SAND	KLDKE	1.6542
14613	1CT	M&M ICE CREAM SAND	DOVE	1.5211
23620	1CT	TWIX BAR 3 OZ	DOVE	1.3849
17596	1CT	VAN MILK CHOC BAR	DOVE	1.8722
21514	1CT	ICE CREAM BAR 2OZ	SNICK	1.1213
25763	1CT	SNICKER BAR 2.8 OZ	SNICK	1.3849
25764	1CT	SNICKER CONE 4OZ	SNICK	1.5996
25496	1CT	BIRTHDAY CAKE BAR	GOODH	1.1733

Hiland Dairy Foods Company
State of Nebraska Non-Core Products Pricing

<u>Order Code</u>	<u>Size</u>	<u>Product</u>	<u>Label</u>	<u>Bid Price</u>
18796	1CT	BROWNIE X3 CONE/12	GOODH	2.2122
16675	1CT	CHOCHP COOKIE SAND	GOODH	1.0909
16674	1CT	CHOCOLATE ECLAIR	GOODH	1.3271
18789	1CT	DORA THE EXPLORER	GOODH	0.6545
15950	1CT	GIANT KING CONE	GOODH	2.2120
20164	1CT	GIANT NEO SANDWICH	GOODH	0.9233
14623	1CT	GIANT VAN SANDWICH	GOODH	0.9233
14622	1CT	KING CONE-VANILLA	GOODH	1.2311
16033	1CT	OREO STICK BAR	GOODH	1.3271
23095	1CT	REESE PB CUP	GOODH	1.2471
25084	1CT	STRAWBRY FRUITARE	GOODH	1.6589
14621	1CT	STRAWBY SHORTCAKE	GOODH	1.3271
16109	1CT	PREM COOKIE SAND	MRS F	2.2120

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ADDENDUM TWO REVISED SCHEDULE OF EVENTS

Date: November 13, 2015

To: All Bidders

From: Julie Dabydeen
State Purchasing Bureau

RE: Addendum for ITB Number 5143 OF
to be opened ~~November 18, 2015~~ **December 2, 2015** at 2:00 p.m.

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
3.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 18, 2015 December 2, 2015 2:00 PM Central Time
4.	Review for conformance of mandatory requirements	November 18, 2015 December 2, 2015
5.	Review period	November 20, 2015 – December 8, 2015 December 4, 2015 - December 21, 2015
6.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing/	December 9, 2015 December 22, 2015
7.	Contract finalization period	TBD
8.	Contract award	TBD
9.	Contract start date	02/01/16

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: November 3, 2015

To: All Bidders

From: Julie Dabydeen, Buyer
State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5143 OF
to be opened November 18, 2015 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

QUESTIONS	ANSWERS
<p>1. Please send me your definition of "percentage discount". We normally use a margin percentage for our pricing formula, just wondering if that is what is being referred to.</p>	<p>The Percentage Discount is defined as the percentage taken off the Catalog/Non-Core items from the vendor's current catalog or vendor's current price list for those items not on the Core Lists.</p> <p>Example: If a bidder indicates that the State would receive a 5% discount off Non-Core List Grocery items, all items shown on the vendor's Grocery Non-Core price list will be discounted from the price shown in that list by 5% for the State of Nebraska.</p> <p>The following is being added to the terms and conditions of 5143 OF regarding percentage discount Catalog/Non-Core List Items:</p> <p>The Catalog/Price List pricing structure, consisting of all pricing formulas and pertinent</p>

	<p>information, for all Non-Core items must be clearly defined and documented for future auditing purposes.</p> <p>The Catalog/Price List must identify the percentage discount that will be afforded to Nebraska under this contract(s) and may either show both the list price and discounted price for items or upon invoicing, a separate line must be shown on the invoice for all non-core discounts applied. If Discount Percentage varies between categories, a separate discount line is to be shown for each category.</p> <p>The Discount structure must be clearly stated on the bid sheets and auditable in practice by the State.</p> <p>The State of Nebraska may request minor format changes to either the Contractor's invoices or Catalog/Price List to capture necessary information for contract management and audit purposes regarding discount percentage for CATALOG/NON-CORE ITEMS.</p>
<p>2. Section I. Will the current Contract Number 13027 OC Frozen Foods and 13026 OC Grocery Products through August 2016 be cancelled and replaced by the new bid request of 5143 OF?</p>	<p>Dependent upon the evaluation of bid responses, resulting award recommendation and as determined by the State of Nebraska; it is possible that the current State contracts 13026 OC and 13027 OC may be terminated. Notice of termination would be given a minimum of sixty (60) days per the terms of those contracts.</p>
<p>3. Section II.H. Does this mean that all core and catalog items require 30 day notice of change and require a manufacturer letter and further documentation.</p>	<p>CORE LIST ITEMS</p> <p>Section II.H. in ITB 5143 OF refers to "Core" items only and price adjustments require thirty (30) days notification to the State of Nebraska.</p> <p>Please note, as outlined in Section IV.4.D.1., all Core List pricing is to remain firm for the initial 180 days of the contract with the sole exception of a contract for Fresh Eggs.</p> <p>After the initial 180 day period, price adjustments may be requested by the</p>

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	<p>contractor for Core List items, but must be requested a minimum of thirty (30) days prior to the end of each following quarter of the contract.</p> <p>CATALOG/NON-CORE ITEMS</p> <p>Please see Section IV. D. Catalog/Non-Core. As stated in Question #1 above, Catalog/Non-Core Percentage Discount shall remain firm for the duration of the contract period. While the Contractor's supplied Catalog/Price List may change with proper notice, the State's discount percentage will remain firm.</p>
<p>4. Section II.M. Is this core items or all items on the catalog as well?</p>	<p>Section II.M. refers to both "Core" pricing and "Catalog/Non-Core" Item Percentage Discount.</p>
<p>5. Section IV D Does this mean that the bid price on the core items for Corrections will apply to HHS and vice versa, or are there 10 independent core lists? One for each contract.</p>	<p>Attachments A through E represent the Department of Correctional Services Core list items which the bidder should provide pricing for those items.</p> <p>Attachments G through K represent the Department of Health and Human Services Core list items which the bidder should provide pricing for those items.</p> <p>These Core Lists were separated for bidding vendors' convenience and are based on the differing needs of the State's agencies.</p> <p>The separate Core Lists do not necessarily imply that they will each be separate contracts. Award(s) may be made for both agencies/all facilities via one contract, by category of requested food products, or separated by using agency, whatever is in the best interest of the State.</p>
<p>6. Section IV D4 What is the procedure for price changes on the catalog items?</p>	<p>During the life of the contract, there may be new or updated Contractor's Catalog/Price List scheduled released or published, which may incorporate additional products.</p> <p>In the event this occurs, it will be necessary for the Contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of any new Catalog/Price List, as</p>

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	<p>applicable.</p> <p>New Catalog/Price List(s) will be incorporated into the contract(s) thirty (30) days after receipt by the State Purchasing Bureau. Catalog/ Price Lists will be updated and supplied automatically to State Purchasing Bureau Buyer and designated agency contacts established upon Contract(s) award.</p> <p>As stated above in Question #1 and Question #3, the State's percent discount will remain firm.</p>
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This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	10/13/15	Page	1 of 2
Solicitation Number	5143 OF		
Opening Date and Time	11/18/15	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.

____ NEBRASKA CONTRACTOR AFFADAVIT: 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.

____ 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 Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs 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. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

(bl 10/13/15)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.

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

Bid Tabulations are available on the internet at <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

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

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No Bid Respond: () Remove From Class-Item OR () Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % _____ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide 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 - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# _____
VENDOR: _____
Address: _____

Contact _____
Telephone _____
Facsimile _____
Email _____

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	10/13/15	Page	2 of 2
Solicitation Number	5143 OF		
Opening Date and Time	11/18/15	2:00 pm	
Buyer	JULIE DABYDEEN (AS)		

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

No facsimile or email solicitation responses will be accepted.

INVITATION

SEE ATTACHED BID SHEETS



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GLOSSARY OF TERMS

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

ARO: After Receipt of Order

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

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

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

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

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

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

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

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

Change Order: Document that provides amendments to an executed purchase order.

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

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

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

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

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

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring

deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

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

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

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

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

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

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by a Contractor.

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

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

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

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

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

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

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

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

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

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

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

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

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

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

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

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

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

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

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

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

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

Proposal: See Bid/Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

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

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

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

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

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must

Work Day: See Business Day.

I. SCOPE OF THE INVITATION TO BID (ITB)

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), is issuing this Invitation To Bid, Number 5143 OF for the purpose of selecting a qualified Contractor to provide **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs**.

A contract resulting from this Invitation To Bid will be issued approximately for a period of two (2) years effective the date of award. The contract has the option to be renewed for two (2) additional two (2) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing/>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Invitation To Bid	October 13, 2015
2.	Last day to submit written questions	October 30, 2015
3.	State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/	November 3, 2015
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 18, 2015 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	November 18, 2015
6.	Review period	November 20, 2015 – December 8, 2015
7.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing/	December 9, 2015
8.	Contract finalization period	TBD
9.	Contract award	TBD
10.	Contract start date	02/01/16

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Julie Dabydeen
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

B. GENERAL INFORMATION

The Invitation To Bid (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing Grocery, **Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation To Bid will not be considered.

Bids shall conform to all instructions, conditions, and requirements included in the Invitation To Bid. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation To Bid, and respond to each requirement in the format prescribed.

In addition to the provisions of this Invitation To Bid and the awarded bid, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

A fixed-price contract will be awarded as a result of this Invitation to Bid.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bid is issued until a determination is announced regarding the contract award, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Invitation To Bid. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this ITB.

Once a Contractor is preliminarily selected, as documented in the intent to award, that Contractor is restricted from communicating with State staff until a contract is signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Invitation To Bid or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations and;
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a Bidder's bid and/or selection irrespective of any other condition. No individual member of the State or employee of the State is empowered to make binding statements regarding this Invitation To Bid. The Buyer will issue any clarifications or opinions regarding this Invitation To Bid in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a Bidder regarding the meaning or interpretation of any Invitation To Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5143 OF; **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, and must include a cover sheet clearly indicating that the transmission is to the attention of Julie Dabydeen, showing the total number of pages transmitted, and clearly marked "ITB Number 5143 OF **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** Questions".

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bid reference and page number.

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/> on or before the date shown in the Schedule of Events.

<u>Question Number</u>	<u>ITB Section References</u>	<u>ITB Page Number</u>	<u>Question</u>

E. SUBMISSION OF BIDS

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

To facilitate the evaluation process, one (1) original of the entire bid should be submitted. Bids must be submitted by the bid due date and time. **A separate sheet must be provided that clearly states which sections, if applicable, have been submitted as proprietary or have copyrighted materials.** All proprietary information the Bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Invitation To Bid number must be included in all correspondence.

F. IMPORTANT NOTICE LANGUAGE

Bid responses should include the completed Form A and Bidder Contact Sheet. Bids must reference the Invitation To Bid number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the page of the calendar or bidder's bid response packet. Rejected late bids will return to the bidder unopened.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

G. DISCOUNTS

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

H. PRICE ADJUSTMENTS DURING CONTRACT TERM

Any request for a price adjustment must be submitted in writing to the State Purchasing Bureau, a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause with supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

I. PAYMENT

Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§81-20401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

J. BID EXECUTION

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

K. BID OPENING

The sealed bids will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Bids will be available for viewing by those present at the bid opening. Vendors may also contact the State to schedule an appointment for viewing bids after the Intent to Award has been posted to the website.

L. ELECTRONIC DOCUMENTS/FACSMILIE SUBMISSIONS

The State Purchasing Bureau will not accept electronic responses to an Invitation To Bid for a commodity contract at any dollar amount. However, an exception applies to one-time purchase bids under \$25,000. These one-time purchase bids may be submitted by electronic means, but cannot exceed ten (10) pages.

Sealed responses to an Invitation To Bid that contain a two party bid, may include electronic pages transmitted between the two parties, but these documents cannot be submitted to the State Purchasing Bureau by electronic means. No direct electronic solicitation responses will be accepted for a commodity contract of any estimated value.

M. VALID BID TIME

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

N. ALTERNATE/EQUIVALENT BIDS

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

O. LATE BIDS

Bids received after the time and date of the bid opening will be considered late bids. Rejected late bids will be returned to the Bidder unopened. The State is not responsible for bids that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

P. NO BID

If not submitting a bid, respond by returning the Invitation To Bid form explaining the reason in the space provided. NOTE: To qualify as a respondent, Bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

Q. LUMP SUM OR ALL OR NONE BIDS

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

R. REJECTION OF BIDS

The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The State reserves the right to reject any or all bids and re-advertise for bids; and further reserves the right to waive any informality or irregularity.

S. EVALUATION OF BIDS

All responses to this Invitation To Bid which fulfill all mandatory requirements will be evaluated for conformance to requested specifications. Elements that may also be considered include but are not limited to:

- a. The ability, capacity, and skill of the Bidder to deliver and implement the system or project, or provide the requested goods, that meet the requirements of the Invitation to Bid;
- b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c. Whether the Bidder can perform the contract within the specified time frame;
- d. The quality of Bidder performance on prior contracts; and
- e. Such other information that may be secured and that has a bearing on the decision to award the contract.

T. BID TABULATIONS

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined, after the evaluation period is over, during normal business hours by appointment.

U. MANDATORY REQUIREMENTS

The bids will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Bids not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

- 1. Invitation To Bid for Commodity Contract form, signed in ink; and
- 2. The completed Invitation To Bid document.

Bidder's Instructions:

The following are the procedures for establishing contract(s) for the purchase of food products by the State of Nebraska, Department of Correctional Services and the Department of Health and Human Services.

Vendors willing to supply food products shall provide a completed bid package per the information below.

The complete bid package consists of the following documents and information:

- 1. Invitation to Bid Form (the standard State Purchasing Bureau form that must be signed in ink by responding bidder);
- 2. Standard Invitation to Bid documents, including sections I through III.
- 3. Section IV. - Special Terms and Conditions for Food Products
- 4. Section V. – Specifications Tables for each Food Category, Western Nebraska Delivery Availability, National School Lunch and Breakfast Program and Optional Services Tables which are to be filled out by the bidder;
- 5. Facility Addresses and Locations;
- 6. Bid Sheet Attachments A-M for each Food Category whereby the bidder will provide pricing information and percent discount off price lists, etc.
- 7. Attachment N – Estimated Delivery Table per each State Facility

Bidders can bid on all food categories or choose to only bid on one category of food type. Bidders may also choose to bid on items for both the Department of Correctional Services and the Department of Health and Human Services or bid only for a specific agency.

Bidders will need to fill out those corresponding specification tables and bid sheet attachments which are separated out on individual worksheets in Excel and include all these documents within their bid package.

The Core Lists were separated for convenience based on the different needs of the State's agencies. However, these separate Core Lists do not imply that they will be separate contracts, award(s) may be made for all facilities on one contract, whichever is in the best interest of the State.

V. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that 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 conduct reference checks.

W. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All Bidders should be authorized to transact business in the State of Nebraska. All Bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the Bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certification of registration. Further, all Bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

X. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01-73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

Y. AWARD

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

By submitting a bid in response to this Invitation To Bid, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once an Intent To Award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing/>

Z. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

AA. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Invitation To Bid or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid; and
2. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State, and
3. Legal Action

III. INVITATION TO BID - TERMS AND CONDITIONS

By signing the "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 Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. **Bidders must include completed Section III with their ITB response.**

A. GENERAL

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

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

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Invitation To Bid form and the Contractor's Bid Response signed in ink
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

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

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

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

B. DEBARMENT

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

C. SPECIFICATIONS

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

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

D. SAMPLES

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

E. PERFORMANCE AND DEFAULT

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

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

F. DRUG POLICY

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

Bidder certifies that 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.

G. NE ACCESS TECHNOLOGY STANDARDS

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

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

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

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, 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 services to be covered by any contract resulting from this Invitation To Bid.

I. PERMITS, REGULATIONS, LAWS

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

J. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.

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

K. CONTRACTOR RESPONSIBILITY

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

L. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. In no event shall the Contractor be paid for a loss of anticipated profit.

M. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

N. CONFLICT OF INTEREST

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

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

O. BID PREPARATION COSTS

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

The State shall not incur any liability for any costs incurred by Bidders in replying to this Invitation To Bid, including any activity related to bidding on this Invitation To Bid.

P. ERRORS AND OMISSIONS

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

The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting contract. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

Q. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. GOVERNING LAW

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. NOTIFICATION

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

During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in its bid and the buyer noted in Section II.A., Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this ITB, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Bidder should provide in its bid the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

W. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other obligations incurred under the terms of the contract. In the event of cancellation, the Contractor shall be entitled to payment for those products received and accepted by the State.
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 or provision of the deliverable;
- i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
- j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this contract.

X. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Y. ASSURANCES BEFORE BREACH

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Intent To Bid/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

Z. ACCEPTANCE AND PAYMENT OF GOODS

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

In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

AA. FORCE MAJEURE

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

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

BB. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

CC. ADMINISTRATIVE FEE /REBATE

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

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one percent (1%) of the net sales (net of any returns, credits, or adjustments) under the contract for each period as shown below. The Contractor's pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

Period Ending	Fee Due
December 31	January 31
March 31	April 30

June 30
September 30

July 31
October 31

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum

DD. REPORTS

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

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska Utilization:

Purchase order number;
Description;
Quantity; and
Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

Reports shall be sent to: as.materielpurchasing@nebraska.gov.
Please include the Contract Number in the subject line of the email.

EE. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

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

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508

FF. PAYMENT

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

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

GG. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the goods 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.

HH. TAXES

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

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

II. SEVERABILITY

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

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

JJ. PROPRIETARY INFORMATION

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

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

KK. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

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

LL. PRICES

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

All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid until an award is made (and for Bidder receiving award unless otherwise so stated in the contract) or the Invitation To Bid is cancelled.

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Bidder, F. O. B. Destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

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

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

MM. ETHICS IN PUBLIC CONTRACTING

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

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

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

If the Bidder is found to be in non-compliance with this section of the Invitation To Bid, they may forfeit the contract if awarded to them or be disqualified from the selection process.

NN. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

OO. ANTITRUST

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

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

PP. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

The completed United States Attestation Form should be submitted with the Invitation To Bid response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IV. SCOPE OF WORK

The Bidder must provide the following information in response to this Invitation To Bid.

A. SCOPE

It is the intent of this bid invitation to establish contracts to supply the following food categories: **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** per the attached specifications from date of award for a period of two (2) years with the option to renew for additional two (2), two-year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

Primary using State Agencies are the Department of Correctional Services (NDCS) and the Department of Health and Human Services (DHHS). A list of current ordering state facilities is found within these specifications, but changes to ordering facilities may be necessary throughout the contract period. Adequate notice of any such changes shall be made to the participating contractors.

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** whether or not they may be specifically mentioned below.

Complete specifications, supplier/manufacturer's descriptive literature, nutritional labels and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the supplier/manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If supplier/manufacturer's specifications sheets, descriptive literature, nutritional labels, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will be required to submit requested information within five (5) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

B. AMENDMENT

This Contract may be amended at any time in writing upon the agreement of both parties.

C. REVISIONS

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

D. PRICING - CORE LIST and CATALOG

The State of Nebraska intends to enter into Contract(s) for **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core List.

Catalog/Non-Core List items shall be represented by a catalog or current supplier/vendor price list(s) containing **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs** not called out in the Core List, as shown in the Attachments within this document

Separate Core Lists for each using agency (School Breakfast and Lunch Program is a combined list for using agencies – Attachment M) are attached which shall contain the most repetitively purchased **Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Egg items** and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List(s) represent those items for which the State expects to receive the greatest consideration for pricing valuation by all bidders. The Core List should represent a greater discount than the Catalog/Non-Core item lists

The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.

The Core Lists were separated for convenience based on the different needs of the State's agencies. However, these separate Core Lists do not imply that they will be separate contracts, award(s) may be made for all facilities on one contract, whichever is in the best interest of the State.

Catalog/Non-Core List items are defined as those additional items available from the vendor not listed as part of the Core List. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the vendor's current catalog or vendor's price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period. However, the vendor's catalog/price list can change, but the State's discount will remain firm.

All items not included on the Core Lists shall be considered Catalog Items.

At the request of the State Purchasing Bureau, the vendor shall block on-line ordering availability on certain non-core items as identified by State Purchasing Bureau. **Alcohol, Pork and/or Pork By-Products shall be excluded from any on-line ordering site which will be used by the Department of Correctional Services (NDCS).**

Alcohol shall be excluded from any on-line ordering site which will be used by the Department of Health and Human Services (DHHS).

1. PRICE

Core List prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core List pricing is to remain firm for the initial 180 days of the contract **with the exception of the Fresh Eggs contract** (see Attachment/specifications). After the initial 180 day period, price adjustments may be requested by the contractor(s).

Any request for price adjustment must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to the initial 180 days and prior to the end of each following quarter of the contract. The price adjustment request must be accompanied by any/all supporting documentation such as a notification letter from the vendor/supplier/ indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The Core Lists are not subject to the discount pricing required for the Non-Core List/Catalog products, but will consist of net, fixed pricing.

Catalog/Non-Core item purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Discount bid off of supplier/vendor's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new supplier/vendor's list price schedules published. In the event this occurs, it will be necessary for the contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau. Catalog Price Lists will be updated and supplied automatically to State Purchasing Bureau buyer and designated agency contacts established upon contract award.

Discounts for Catalog/Non-Core items shall be applied to products as presented in Attachments F and L. Grocery, Frozen, Bread/Bakery, Milk/Dairy Products, Fresh and Pasteurized Eggs, Catalog/Non-Core List.

Prices quoted for products on the Core List and Catalog/Non-Core items shall be inclusive of all costs, to include but not limited to storage, processing and/or delivery throughout the State of Nebraska. Vendor cannot impose any additional service fees.

NO price increases are to be billed to the State facilities without prior written approval by the State Purchasing Bureau.

The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.

It is understood and agreed that in the event of a reduction in the supplier/vendor's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.

2. CORE LIST PRICING

The State will not accept substitutions except as stated above. A supplier/vendor's manufacturer's brand have been provided for some specific items. Where brand names are given, they are listed as guides only, unless otherwise specified. Where listed as "NO SUBSTITUTE" this is the only product that will be

accepted. Vendor is required to list brand name bidding and vendor's product code number. All bid units should match exactly. In those cases where items may have more than one brand name, the vendor may bid on either brand. Please indicate which brand was bid. Bidder must complete Attachments A-E, G-K and M.

Bidder(s) are not required to bid every food category, but should bid all items for the categories they choose to bid. Please pay special attention to the unit of measure on the attached bid sheets, in addition to reviewing and completing the attached specification sheets for each food category.

3. CORE LIST FILL RATE

95% fill rate for core items.

4. CATALOG/NON-CORE PRICING

Prices for Catalog/Non-Core 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. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.

The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.

A firm percentage rate must be quoted--a range of percentages will not be considered.

Catalog/Non-Core Categories have been identified as follows (and vendor catalog items should include the following categories):

- a.** Grocery (excluding core items)
- b.** Frozen (excluding core items)
- c.** Milk/Dairy (excluding core items)
- d.** Bread/Bakery (excluding core items)
- e.** Eggs, Fresh (excluding core items)
- f.** Eggs, Pasteurized (excluding core items)
- g.** Miscellaneous, Including Spices, Creamers, Condiments, Oils and Single Serving Packets (excluding core items)
- h.** Produce, if available. Any produce item is considered a Catalog/Non-Core category for this solicitation and contract award

Pork/Pork By-Products are not to be made available for purchase by NDCS without approval from the State Purchasing Bureau and must be blocked in vendor's on-line order system.

DHHS facilities DO utilize Pork/Pork By-Products. Products containing alcohol will not be allowed by any using State agency.

5. PRICE LISTS AND CATALOGS

After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog or price list used for this Invitation to Bid for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.

E. SUBSTITUTION DEFINITION

Vendor will not permanently substitute any Core List item that has been awarded without prior approval of State Purchasing Bureau.

A one-time approved substitute item does not automatically become identified as an acceptable substitution for future out of stock situations. (This applies to Core and Catalog items alike.) Each time a substitute item needs to replace an out of stock item, the Contractor's customer service representative will be required to get authorization from the ordering agency (Food Service Director or Warehouse Supervisor) prior to making the substitution. The substitute item shall be equivalent in quality and billed at the contracted price. In the event the one-time substituted item costs less than the original ordered item, the State will be charged at the lower price).

Any one-time approved substitute item must be identified on the corresponding invoice as “substitute.” This is necessary in order to track the frequency of occurrence, in relation to fill rates.

If a suitable substitute cannot be provided by the vendor, the using agency may source the product off-contract. The State reserves the right to procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

F. OPPORTUNITY BUYS and RIGHTS

The State reserves the right, through the State Purchasing Bureau, to purchase items from other sources as necessary when the vendor cannot perform or for emergency needs.

The State also reserves the right to participate in “Opportunity Buys” that become available for otherwise contracted items when it is in the best interest of the State of Nebraska. Contracted vendors may also offer “Opportunity Buys” to the State facilities as such products become available.

The State considers an “Opportunity Buy” to be items that may be overruns, close to expiration date, discontinued or other product variances that will offer the State substantial discounts beyond contracted pricing. Each using facility or agency may have specific criteria for their approval of such purchases and evaluates such products on a case by case basis. Such purchases will not be considered part of the contract(s) established from this solicitation and must be invoiced separately from contract purchases.

G. QUALITY STANDARDS & USDA REQUIREMENTS

Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State’s option) for any reason during (i.e., product expiration date) with no additional charges for shipping or restocking.

Products delivered shall not be past expiration date, at a minimum, and in wholesome condition.

Below are links to the USDA requirements for Grocery, Frozen, Bread/Bakery, Milk/Dairy Products and Fresh Eggs.

<http://www.usda.gov/wps/portal/usda/usdahome>

<http://www.ams.usda.gov/AMSV1.0/standards>

H. INSPECTION OF GOODS

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

I. PACKAGING

See attached specifications for specific food category packaging requirements.

J. WAREHOUSE INSPECTION

Vendor’s warehouse(s) are subject to inspection as required by federal and/or state regulatory entities. Awarded vendors will maintain documentation of any such inspections, corrective plan of action, if warranted, and shall provide copies of such reports and/or documentation to State Purchasing Bureau upon request.

K. ANNUAL USAGE – CORE LISTS

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

L. GENERAL SECURITY CONCERNS/SITE RULES and REGULATIONS

Vendor’s delivery personnel will abide in general by all using agency and facility delivery location requirements, including driver and/or delivery personnel carrying proper identification upon their person. Delivery personnel shall comply with all NDCS and DHHS rules and regulations related to delivery security.

Contraband shall not be introduced into any state facility; such items include but are not limited to firearms, ammunition, drugs, tobacco, alcohol, etc. Vehicles, drivers and other delivery personnel may be subject to search upon entering and exiting facility grounds.

1. AGENCY SPECIFIC SECURITY REQUIREMENTS:

DEPARTMENT OF CORRECTIONAL SERVICES (NDCS) SECURITY and TOBACCO POLICY

The Contractor and all Contractors' employees shall abide by security requirements of the Department of Correctional Services necessary for the safety, security, and good order of the facility in the performance of duties. These include, but are not limited to appropriate dress, conduct, and the confidentiality of inmates/personnel encountered during the performance of the Contract.

Contractor shall make his/her employees aware of the provisions §28-322.01 of the State of Nebraska Revised Statutes that states it shall be a felony for individuals working for or under contract to the Department of Correctional Services to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship.

Contractor's personnel shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds.

Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.

Contractor's personnel shall be aware that they, their vehicles and items being delivered may be subject to searches upon entering and leaving each facility. Cell phones, pagers and any other item as dictated by the safety, security and good order of the facility will be left with the officer processing the vehicle and will not be allowed into secure institutions. Contractor's personnel should be aware that these checks upon entry and exit can take time, depending upon availability of NDCS staff to provide such checks.

The Department of Correctional Services may require the successful completion of a background check on all employees at any facility maintained by the Department of Correctional Services.

2. AGENCY SPECIFIC SECURITY REQUIREMENTS:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Contractors are prohibited from using or distributing tobacco materials anywhere on DHHS facility campuses/grounds. This No-Tobacco Policy applies seven (7) days a week, 24 hours a day. Tobacco materials may include, but are not limited to, cigarettes, pipes, pipe tobacco, tobacco substitutes, electronic cigarettes, chewing tobacco, cigars, matches, clove cigarettes, cigarette lighters, and other smoking and tobacco-related paraphernalia.

M. DELIVERY SCHEDULES –TYPICAL BY AGENCY

See Attachment N for estimated deliveries for each food category.

N. LIST OF FACILITY/LOCATIONS & SCHEDULE (OPEN TIMES) may be found attached to the end of this document.

O. STANDARD DELIVERY

Standard delivery is expected within 24-48 hours of order placement by using facility.

P. WILL CALL/ PICK-UP

Contractor will allow for the possible need for a State Facility to pick up goods at the Contractor's place of business, in the event of an emergency situation or other unique need. This shall not be a standard business practice.

Q. EMERGENCY ORDERS

The State reserves the right, through the State Purchasing Bureau, to purchase items from other sources as necessary when the vendor cannot perform or for emergency needs.

R. DELIVERY ~ ALL DELIVERIES STATEWIDE

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 Contractor's responsibility to provide any equipment needed to complete the delivery process. 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. Deliveries must be clearly marked with the purchase order number.

At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." 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.

Each using state facility has its own internal processes for receiving and handling product deliveries. Contractor(s) should expect slight variances in procedures between facilities within agencies and between agencies. **See Attached General Delivery Instructions under Section V, Specifications for each specific Food Category.**

S. ORDERS

Orders will be placed either by, phone, fax, e-mail or Internet. All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order. Internet ordering capability preferred. Vendor shall not impose minimum order requirements.

T. ON-LINE ORDERING OPTION

Contractor should be able to provide on-line ordering capabilities, at no additional cost to the State, along with other standard means of ordering as listed above. All items covered by the contract and viewed on the Internet must show State pricing.

U. 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.

V. 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.

W. 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. _____
2. _____
3. _____

X. 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: _____
Phone Number: _____
Fax Number: _____
E-mail Address: _____

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.

Y. OTHER or OPTIONAL SERVICES

Submit with bid response a detailed statement with respect to bidder's Customer Service Philosophy.

Submit with bid response a detailed explanation of bidder's Quality Assurance Measures.

Submit with bid response Additional Services that can be provided which can be found in the attached specifications pages. – See Optional Services.

Notice of Trade Shows to using agencies and State Purchasing Bureau.

Additional Services may be used as a factor in award consideration.

V. INVITATION TO BID - TECHNICAL SPECIFICATIONS

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.

“YES” response means the Bidder guarantees they can meet this condition.

“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 Bidder’s alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. NON-COMPLIANCE STATEMENT
			A. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.
			B. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.
			C. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any Invitation To bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

Grocery Products Specifications and Bidder Instructions 5143 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. CORE GROCERY PRODUCTS AND PRICING
			A. The Bidder shall provide a bid for each Grocery Products core item listed in DHHS Attachment G .
			B. The Bidder shall provide a bid for each Grocery Products core item listed in NDCS Attachment A .
			C. If not already specified, Bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
			D. 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 produce or otherwise supply the products in order to adjust the charges for any Core product. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. MATERIAL SPECIFICATIONS
			A. For those Core Grocery items identified as Grade A and/or Fancy per USDA, no lesser grade may be substituted.
			B. For those Core Grocery items NOT identified as Grade A and/or Fancy per USDA, Grade B is acceptable. No lesser grade may be substituted.
			C. For information on USDA grading for vegetables, see: http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3103622
			D. For information on USDA grading for fruit, see: http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3103621
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. ORDER CONFIRMATION PROCEDURES FOR GROCERY PRODUCTS DEPARTMENT OF CORRECTIONAL SERVICES
			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.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
			E. <i>All Catalog/non-core list items ordered or shipped will be invoiced separately.</i>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ORDER CONFIRMATION PROCEDURES FOR GROCERY PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			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.
			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	5. GROCERY PRODUCTS GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.
			C. 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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf
			D. Delivery personnel may be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It is the Contractor's responsibility to provide equipment/personnel to complete the delivery process as needed. Note: Some state facilities may be able to assist in the off load process.
			E. 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: _____
			F. DHHS 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.
			G. NDCS Facility Delivery Instructions: NDCS Central Warehouse receives all food orders placed for the Nebraska State Penitentiary (NSP) and the Lincoln Correctional Center (LCC). 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 "F" above.

			H. 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 or acknowledged in writing on the delivery ticket/invoice for credit issuance.
			I. 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.
			J. Deliveries must be clearly marked with the invoice/purchase order number.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. CATALOG GROCERY PRODUCTS AND PRICING
			A. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Grocery items available from the vendor, but not listed as part of the Grocery Core List, DHHS Attachment G.
			B. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Grocery items available from the vendor, but not listed as part of the Grocery Core List, NDCS Attachment A.
			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 NDCS Attachment F and DHHS Attachment L.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. SECRETARY OF STATE REGISTRATION REQUIREMENTS
			<p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p> <p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <ol style="list-style-type: none"> The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <ol style="list-style-type: none"> If the Bidder indicates on such attestation form that he or she

			<p>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.</p> <p>3. The Bidder 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.</p>
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

End of Grocery Specifications

Frozen Products Specifications and Bidder Instructions 5143 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. CORE FROZEN PRODUCTS AND PRICING
			A. The Bidder shall provide a bid for each Frozen Products core item listed in DHHS Attachment H .
			B. The Bidder shall provide a bid for each Frozen Products core item listed in NDCS Attachment B .
			C. If not already specified, bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
			D. 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, produce or otherwise supply the products in order to adjust the charges for any Core product. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. ORDER CONFIRMATION PROCEDURES FOR FROZEN PRODUCTS DEPARTMENT OF CORRECTIONAL SERVICES
			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.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
			E. All Catalog/non-core list items ordered or shipped will be invoiced separately.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	3. ORDER CONFIRMATION PROCEDURES FOR FROZEN PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			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.
			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	4. FROZEN PRODUCTS GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.
			C. 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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf
			D. 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 Contractor'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.
			E. 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: _____

			<p>F. DHHS 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.</p>
			<p>G. NDCS Facility Delivery Instructions: NDCS Central Warehouse receives all food orders placed for the Nebraska State Penitentiary (NSP) and the Lincoln Correctional Center (LCC).</p> <p>The Tecumseh State Correctional Institution (TSCI) warehouse receives all food orders placed by that facility.</p> <p>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.</p> <p>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.</p> <p>The delivery instructions for all other NDCS facilities are the same as listed in "F" above.</p>
			<p>H. 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 or acknowledged in writing on the delivery ticket/invoice for credit issuance.</p>
			<p>I. 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.</p>
			<p>J. Deliveries must be clearly marked with the invoice/purchase order number.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. CATALOG FROZEN PRODUCTS AND PRICING
			<p>A. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Frozen items available from the vendor, but not listed as part of the Frozen Core List, DHHS Attachment H.</p>
			<p>B. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Frozen items available from the vendor, but not listed as part of the Frozen Core List, NDCS Attachment B.</p>

			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 NDCS Attachment F and DHHS Attachment L .
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. SECRETARY OF STATE REGISTRATION REQUIREMENTS *Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			<p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required) If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <ol style="list-style-type: none"> 1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html The completed United States Attestation Form should be submitted with the Invitation to Bid response. 2. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. 4. The Bidder 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.
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

End of Frozen Products Specifications

Bread and Bakery Products Specifications and Bidder Instructions 5143 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. CORE BREAD & BAKERY PRODUCTS AND PRICING
			A. The Bidder shall provide a bid for each Bread and Bakery core item listed in DHHS Attachment I .
			B. The Bidder shall provide a bid for each Bread and Bakery core item listed in NDCS Attachment C .
			C. If not already specified, Bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
			D. 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 produce or otherwise supply the products in order to adjust the charges for any Core product. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. ORDER CONFIRMATION PROCEDURES FOR BREAD & BAKERY PRODUCTS DEPARTMENT OF CORRECTIONAL SERVICES
			A. A firm order for Department of Correctional Services will be provided to the Contractor by the ordering state facility a minimum of 24 hours before delivery is required.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.

			<i>E. All Catalog/non-core list items ordered or shipped will be invoiced separately.</i>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. ORDER CONFIRMATION PROCEDURES FOR BREAD AND BAKERY PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 24 hours before delivery is required.
			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.
			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.
			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	4. BREAD & BAKERY PRODUCTS GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. On occasion, 24 hour facilities may request Saturday deliveries. Contractor shall make every effort to accommodate these requests.
			C. All bread and bakery products shall have an expiration/use by date. Delivery trucks and carriers must meet Sanitary Food Act regulations for overall sanitation. Delivery shall be pre-ordered by each facility.
			D. Bread is to be delivered in stackable racks, which are sanitary, non-ferrous and non-corrosive. Racks shall have the capability of being stored in a relatively small area. Bread dollies must be provided when requested.
			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 Contractor'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.
			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: _____

			<p>G. DHHS 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.</p>
			<p>H. NDCS Facility Delivery Instructions: NDCS Central Warehouse receives all food orders placed for the Nebraska State Penitentiary (NSP) and the Lincoln Correctional Center (LCC).</p> <p>The Tecumseh State Correctional Institution (TSCI) warehouse receives all food orders placed by that facility.</p> <p>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.</p> <p>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.</p> <p>The delivery instructions for all other NDCS facilities are the same as listed in "G" above.</p>
			<p>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.</p>
			<p>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.</p>
			<p>K. Deliveries must be clearly marked with the invoice/purchase order number.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. CATALOG BREAD & BAKERY PRODUCTS AND PRICING
			<p>A. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Bread and Bakery items available from the vendor, but not listed as part of the Bread and Bakery Core List, DHHS Attachment I.</p>
			<p>B. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Bread and Bakery items available from the vendor, but not listed as part of the Bread and Bakery Core List, NDCS Attachment C.</p>
			<p>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 NDCS Attachment F and DHHS Attachment L.</p>

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	6. SECRETARY OF STATE REGISTRATION REQUIREMENTS *Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			<p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <ol style="list-style-type: none"> 1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <ol style="list-style-type: none"> i. If the Bidder 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. ii. The Bidder 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.
			<p>B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p>
			<p>C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.</p>
			<p>D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.</p>

NOTES/COMMENTS:

End of Bread and Bakery Product Specifications

Milk/Dairy Products Specifications and Bidder Instructions 5143 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. CORE MILK/DAIRY PRODUCTS AND PRICING
			A. The Bidder shall provide a bid for each Dairy core item listed in DHHS Attachment J.
			B. The Bidder shall provide a bid for each Dairy core item listed in NDCS Attachment D.
			C. If not already specified, Bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
			D. 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. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. GRADING SPECIFICATIONS
			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
			A. Bidder can provide cardboard containers and plastic containers for milk per request of facility.

			<p>B. For half-pint individual servings, Bidders should be able to provide either cardboard containers or plastic containers. Illustrations are representative only:</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div>
			<p>C. Bidder can provide 5 Gallon Bladders for dispensing machines.</p> <p>D. Bidder can provide 1 Gallon containers and Half Gallon containers.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ORDER CONFIRMATION PROCEDURES FOR MILK/DAIRY PRODUCTS DEPARTMENT OF CORRECTIONAL SERVICES
			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.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
			E. <i>All Catalog/non-core list items ordered or shipped will be invoiced separately.</i>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. ORDER CONFIRMATION PROCEDURES FOR MILK/DAIRY PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			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.

			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
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NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	6. MILK/DAIRY PRODUCTS GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.
			C. All delivered product will be clean and free of debris no matter the size or type of container.
			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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf
			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.
			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: _____
			G. DHHS 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.
			H. NDCS Facility Delivery Instructions: NDCS Central Warehouse receives all food orders placed for the Nebraska State Penitentiary (NSP) and the Lincoln Correctional Center (LCC). 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.

			<p>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.</p> <p>The delivery instructions for all other NDCS facilities are the same as listed in "G" above.</p>
			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.
			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.
			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
			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 List, DHHS Attachment J .
			B. Bidder will ensure that Milk/Dairy Catalog categories include Ice Cream and Related Products, Including Soft Serve Mix Options for DHHS and NDCS.
			C. 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 List, NDCS Attachment D .
			D. 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 NDCS Attachment F and DHHS Attachment L .
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. SECRETARY OF STATE REGISTRATION REQUIREMENTS
			<p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p> <p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p>

			<p>1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>iii. If the Bidder 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.</p> <p>iv. The Bidder 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.</p>
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

End of Dairy Specifications

Fresh Egg Products Specifications and Bidder Instructions 5143 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. CORE FRESH EGG PRODUCTS
			A. The Bidder shall provide a bid for each Fresh Egg Product core item listed in DHHS Attachment K .
			B. The Bidder shall provide a bid for each Fresh Egg Product core item listed in NDCS Attachment E .
			C. Bidder must indicate on bid sheet the pricing under or over the Chicago Urner-Barry Market Price.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. FRESH EGGS MATERIAL SPECIFICATIONS
			A. Grade A Medium, minimum weight of individual eggs at a rate of 21 ounces per dozen.
			B. Grade A Large, minimum weight of individual eggs are a rate of 24 ounces per dozen.
			C. Eggs shall be clean, sound and odor-free.
			D. Not more than five days shall elapse between grading and delivery. Eggs shall be delivered in clean snug-fitting fiberboard boxes to reduce breakage.
			E. Eggs shall be delivered under refrigeration to a temperature not to exceed 45 degrees F.
			F. 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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf
			G. Eggs shall be purchased and packed in cases of 30 dozen.
			H. Cases and flats shall be clean and in good condition.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. ORDER CONFIRMATION PROCEDURES FOR FRESH EGG PRODUCTS DEPARTMENT OF CORRECTIONAL SERVICES
			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.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
			E. <i>All Catalog/non-core list items ordered or shipped will be invoiced separately.</i>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ORDER CONFIRMATION PROCEDURES FOR FRESH EGG PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			C. 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	5. FRESH EGG PRODUCTS GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate Fresh Egg Products by facility on separate pallets and follow HACCP guidelines. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.

			<p>C. 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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf</p>
			<p>D. 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.</p>
			<p>E. Contractor is able to provide alternate delivery methods for facilities that cannot accommodate full size trucks.</p> <p>If "YES", please list size(s) of alternate truck(s) and/or alternate delivery method: _____</p>
			<p>F. DHHS 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.</p>
			<p>G. NDCS Facility Delivery Instructions: NDCS Central Warehouse receives all food orders placed for the Nebraska State Penitentiary (NSP) and the Lincoln Correctional Center (LCC).</p> <p>The Tecumseh State Correctional Institution (TSCI) warehouse receives all food orders placed by that facility.</p> <p>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.</p> <p>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.</p> <p>The delivery instructions for all other NDCS facilities are the same as listed in "F" above.</p>
			<p>H. 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.</p>
			<p>I. 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.</p>
			<p>J. Deliveries must be clearly marked with the invoice/purchase order number.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	6. CATALOG FRESH EGG PRODUCTS AND PRICING
			A. If available, the Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Fresh Egg Products available from the vendor, but not listed as part of the Fresh Egg Products Core List, DHHS Attachment K .
			B. If available, the Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Fresh Egg Products available from the vendor, but not listed as part of the Fresh Egg Products Core List, NDCS Attachment E .
			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 NDCS Attachment F and DHHS Attachment L .
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. SECRETARY OF STATE REGISTRATION REQUIREMENTS
			<p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p> <p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>v. If the Bidder 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.</p> <p>vi. The Bidder 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.</p>
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good

			Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

End of Fresh Eggs Specs

Fresh Hard Shell Pasteurized Egg Products Specifications and Bidder Instructions 5143 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. CORE FRESH HARD SHELL PASTEURIZED EGG PRODUCTS
			A. The Bidder shall provide a bid for each Fresh Hard Shell Pasteurized Egg Product core item listed in DHHS Attachment K .
			B. If not already specified, Bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
			C. 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 produce or otherwise supply the products in order to adjust the charges for any Core product. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. FRESH HARD SHELL PASTEURIZED EGGS MATERIAL SPECIFICATIONS
			A. Grade A large, minimum weight of individual eggs are a rate of 24 ounces per dozen.
			B. Eggs shall be clean, sound and odor-free
			C. Eggs shall be delivered with no less than 14 days of shelf life remaining. Eggs shall be delivered in clean snug-fitting fiberboard boxes to reduce breakage.
			D. Eggs shall be delivered under refrigeration to a temperature not to exceed 45 degrees F.
			E. Eggs shall be purchased and packed in cases of 15 dozen.
			F. Cases and flats shall be clean and in good condition.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. ORDER CONFIRMATION PROCEDURES FOR FRESH HARD SHELL PASTEURIZED EGG PRODUCTS DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			C. 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	4. FRESH HARD SHELL PASTEURIZED EGG PRODUCTS GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate Fresh Egg Products by facility on separate pallets and follow HACCP guidelines. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.
			C. 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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf
			D. 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.
			E. 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: _____
			F. DHHS 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.
			G. 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.

			H. 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.
			I. Deliveries must be clearly marked with the invoice/purchase order number.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. CATALOG FRESH HARD SHELL PASTEURIZED EGG PRODUCTS AND PRICING
			A. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional Fresh Hard Shell Pasteurized Egg Products available from the vendor, but not listed as part of the Fresh Hard Shell Pasteurized Egg Product Core List, DHHS Attachment K .
			B. 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 NDCS Attachment F and DHHS Attachment L .
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. SECRETARY OF STATE REGISTRATION REQUIREMENTS *Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			<p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>2. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>vii. If the Bidder 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.</p> <p>viii. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract</p>

			terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

End of Fresh Pasteurized Eggs Specs

Western Nebraska Delivery Availability

Bidder Instructions 5143 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
			A. Bidder is able to deliver food products to the Western Nebraska Veterans’ Home in Scottsbluff.
			B. Bidder list delivery time ARO: _____
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. WORK ETHIC CAMP (WEC), McCook, NE
			A. Bidder is able to deliver food products to the Work Ethic Camp in McCook.
			B. Bidder list delivery time ARO: _____
NOTES/COMMENTS:			

End of Western Nebraska Delivery Availability

National School Lunch and Breakfast Programs
Locations: Youth Rehabilitation and Treatment Centers – Geneva and Kearney
Nebraska Correctional Youth Facility -Omaha

Bidder Instructions
5143 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. NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM
			A. DHHS Youth Rehabilitation and Treatment Centers in Kearney and Geneva must comply with the National School Lunch Program and School Breakfast Program. Contractor shall provide a list of all items available which have Child Nutrition Labels. The items can be either core or catalog items. See link below: http://www.fns.usda.gov/cnlabeling/child-nutrition-cn-labeling-program
			B. NDCS Nebraska Correctional Youth Facility in Omaha must comply with the National School Lunch Program and School Breakfast Program. Contractor shall provide a list of all items available which have Child Nutrition Labels. The items can be either core or catalog items. See link below: http://www.fns.usda.gov/cnlabeling/child-nutrition-cn-labeling-program
			C. With their bid, Bidder shall provide a list of all available products that meet the USDA National School Lunch and Breakfast Programs. This includes foods that are whole-grain rich. Foods that meet the whole grain-rich criteria for the school meal programs contain at least 51 percent whole-grain meal and/or flour. The remaining 49 percent or less of grains, if any, must be enriched. Awarded vendors will comply with and/or adapt to any new guidelines for such programs as necessary.
			D. Contractors must comply with the Federal Register for Nutrition Standards in the National School Lunch and Breakfast Programs (77 FR 4088) which can be found in the link below: http://www.gpo.gov/fdsys/pkg/FR-2012-01-26/pdf/2012-1010.pdf
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. CORE SCHOOL LUNCH AND BREAKFAST PRODUCTS AND PRICING
			A. The Bidder shall provide a bid for each School Lunch and Breakfast Products core item listed in Combined School Lunch Program Core List Attachment M .
			B. If not already specified, Bidder shall provide the supplier/manufacturer and brand. Core List pricing is to remain firm for the initial 180 days of the contract. Changes to the core product list pricing must be the same change as made available for all customers.
			C. 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, produce or otherwise supply the products in order to adjust the charges for any Core product. See 1. Price within Terms and Conditions.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. CATALOG SCHOOL LUNCH AND BREAKFAST PRODUCTS AND PRICING
			A. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional School Lunch and Breakfast Products items available from the vendor, but not listed as part of the NDCS & DHHS Combined School Lunch Program Core List Attachment M .
			B. 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.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ORDER CONFIRMATION PROCEDURES FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM DEPARTMENT OF CORRECTIONAL SERVICES
			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.
			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.
			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.
			D. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within 24 hours of receiving notice.
			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 NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM DEPARTMENT OF HEALTH AND HUMAN SERVICES
			A. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of 48 hours before delivery is required.
			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.
			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.
			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. FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM GENERAL DELIVERY INSTRUCTIONS
			A. Estimated delivery service to each State facility can be found on Attachment N . Facility address and delivery contacts are on attached sheets.
			B. Contractor must segregate orders by each ordering facility on separate pallets and follow USDA/HACCP guidelines for each product 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.
			C. 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. http://www.fsis.usda.gov/shared/PDF/Transportation_Security_Guidelines.pdf
			D. Delivery personnel may be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It is the Vendor's responsibility to provide equipment/personnel to complete the delivery process as needed. Note: Some state facilities may be able to assist in the off load process.

			<p>E. Contractor is able to provide alternate delivery methods for facilities that cannot accommodate full size trucks.</p> <p>If "YES", please list size(s) of alternate truck(s) and/or alternate delivery method: _____</p>
			<p>F. 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.</p>
			<p>G. 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 or acknowledged in writing on the delivery ticket/invoice for credit issuance.</p>
			<p>H. 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.</p>
			<p>I. Deliveries must be clearly marked with the invoice/purchase order number.</p>
<p>NOTES/COMMENTS:</p>			

End of School Lunch and Breakfast Programs

Optional Services Bidder Instructions 5143 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. OPTIONAL SERVICES THAT CAN BE PROVIDED
			A. Dietician support
			B. Medical Religious/Dietary /recipe requirement support
			C. Test Kitchens
			D. Food Cuttings/Testing/Sampling of New Products
			E. Product Development
			F. Menu and Recipe Development support
			G. Hazard Analysis and Critical Control Points Training or other Food Handling Training, please list below: <hr/>
			H. School Lunch and Breakfast Program recipes and product development/implementation
			I. Loaner program for refrigerated/freezer storage in the event of an emergency at any using State Facility.
			J. For any of these additional services, please attach list specifying availability by location. Designate any fees or charges with document.
NOTES/COMMENTS:			

End of Optional Services

**Form A
Bidder Contact Sheet
Invitation To Bid Number 5143 OF**

Form A should be completed and submitted with each response to this Invitation to Bid. 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 ITB Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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		
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	
F	Diagnostic & Evaluation Center 3220 West Van Dorn St 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	Janet Boyer 402-479-6215	All items delivered to Central Warehouse unless otherwise requested.
H	Lincoln Correctional Center 3216 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	Janet Boyer 402-479-6215	All items delivered to Central Warehouse unless otherwise requested. Loading dock doors at LCC will accommodate trucks meeting the following dimensions: 117" high, 37" deep and 97" wide.
I	Cornhusker State Industries(Business Office) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1264 Fax: 402-471-1263			Full semi-loads requested before noon.
I	Cornhusker State Industries (Warehouse) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1264 Fax: 402-471-1263	Monday - Friday 8:00 AM - 5:00 PM		Full semi-loads requested before noon.
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 Greg Burianek 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	Nicole Ramer 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	Jeryl Carey 402-522-7065	
P	Residential Treatment Center - @ NSP 4201 S. 14th Street Lincoln, NE 68502	Phone: 402-479-3397	Monday - Friday 7:00AM-11:30AM 12:00PM-3:00PM		All items delivered to Central Warehouse unless otherwise noted
Q	DCS Pharmacy 2620 West Van Dorn St. Lincoln, NE 68522	Pharm. Phone: 402-471-7805 & 7806 Medical Supply Phone: 402-471-7807 Fax: 402-471-7809	Monday - Friday 7:00AM-3:30PM		
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	Joyce Plock 402-362-3317 ext, 252	Delivery Driver will be required to unload the shipment with minimal or no assist from facility staff.
T	Central Office, Bldg #1 (Double "Y") 801 W. Prospector Place, Bldg. #1 Lincoln, NE 68522	Phone: 402-471-2654	Monday - Friday 8:30-11:30 12:30-15:30		All items delivered to Central Warehouse unless otherwise noted.
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	
Z	Federal Surplus 2700 West Van Dorn St. Lincoln, NE 68522	Phone: 402-471-2677	Monday - Friday 8:00 AM-3:30PM		

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

A.	Beatrice State Developmental Center 3000 E Lincoln Blvd Beatrice, NE 68310 Diana Knoop, Purchasing (402) 223-6816 Fax: 402-223-7546	Dock 1 Sheridan Ind Dock 2 Maintenance Dock 5 North Laundry Dock 5 South	7:30 a.m. – 3:30 p.m. 7:00 a.m. – 3:30 p.m. 6:30 a.m. – 12:00 p.m. 7:30 a.m. – 3:30 p.m.
B.	Norfolk Veterans' Home 600 E Benjamin Ave Norfolk, NE 68701 402-370-3330 Fax: 402-370-3190	Lori Burns, Bus. Mgr. 402-370-3178 Kate Renter, Supply Supervisor 402-370-3104	6:30 a.m. – 2:00 p.m. No deliveries accepted 12:00 pm-12:30 pm
C.	Grand Island Veterans' Home 2300 West Capital Ave. Burkett Station Grand Island, NE 68803 308-385-6252 Fax: 308-385-6257	Loading Dock WWII Bldg Lisa Sedlak, Food Svc Rod Halm, Commissary Sup.	8:00 a.m. – 12:00 p.m.
D.	Hastings Regional Center W 2 St. PO Box 579 Hastings, NE 68901 Terry Blum, Supply Supervisor 402-462-1971 Fax: 402-460-3134	Bldg 3 Pharmacy Bldg 15 Food Supply Bld 7 Inst Supply Bldg 5 UPS	8:00 a.m. – 4:30 p.m. 8:00 a.m. – 3:30 p.m. 8:00 a.m. – 4:30 p.m. 8:00 a.m. – 4:30 p.m.
E.	Eastern Nebraska Veteran's Home 12505 South 40 th Street Bellevue, NE 68123 402-595-2180 Fax: 402-591-4943	David Moon, Bus. Mgr. (402) 591-4949 Rebecca McDaniel, Food Svc. 402-591-4911 Thomas Dudderar, Supply Svc. 402-591- 4897	8:30 a.m. – 11:00 a.m. 12:30 p.m. – 2:00 p.m. All Deliveries should be sent to the attention of the Ordering Department or Supply Services if a department is not specified.
F.	Lincoln Regional Center 2705 Folsom St. Lincoln, NE 68522 402-471-4444	K Bldg (All Deliveries) Randy Willey, Administrator of Financial Management 402-479-5244 Anne Regelean, Food Svc 402-479-5445	5:00 a.m. – 12:00 p.m.
G.	Western Nebraska Veterans' Home 1102 W 42 St Scottsbluff, NE 69361 308-632-0300	Main Bldg Sandy Schuldies, Bus Mgr 308-632-0314 Marci Docekal, Food Svc 308-632-0327	8:00 a.m. – 5:00 p.m. No deliveries accepted: 12:00 p.m. – 1:30 p.m. Deliveries allowed on holidays for this facility.

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

H.	Norfolk Regional Center 1700 N Victory Rd Norfolk, NE 68701 Fax: 402-370-4229	Diane Charles, Food Service Supervisor 402-370-3358 Lori Rector, 402-370- 3206	6:30 a.m. – 2:00 p.m. No deliveries between 12:00 p.m. and 12:30 p.m. No deliveries Saturday or Sunday
I.	Center For Children/Youth Lincoln Reg. Ctr., East Campus 5845 Huntington Ave. Lincoln, NE 68507 402-471-6969	Charles Wooldridge, Non Clinical Supervisor Kitchen 402-471-6912 Fax: 402-471-6948	8:00 a.m. – 4:30 p.m.
J.	Youth Rehab & Treatment Center Route 1, Box 23A Geneva, NE 68361 402-759-3164 Fax: 402-759-4804	Sandi Renken, Business Mgr. Jon Eisenhauer, Food Service, Mgr.	8:00 a.m. – 4:00 p.m. Monday-Friday
K.	Youth Rehab & Treatment Center 2802 30 th Avenue Kearney, NE 68845 308-865-5313 Fax: 308-865-5323	Rita Uldrich, Business Mgr. Lindsey Eads, Purchasing	8:00 a.m. – 4:00 p.m. Monday-Friday No Delivery 11:30 a.m. – 12:30 p.m.

ATTACHMENT A*Nebraska Department of Correctional Services***Grocery Core List**

Description	Grade	Manufacturer & Brand (if applicable)	Case/Qty	Est. Case Qty	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding per Case
APPLES SLICED PIE PACK IN WATER	B	NAME BRAND	6/#10	2376		
APPLESAUCE BLENDED SWEET FANCY	B	NAME BRAND	6/#10	683		
APPLESAUCE IN JUICE FANCY	B	NAME BRAND	6/#10	736		
APRICOT HALVES 86/108 CHOICE LT SYRUP	B	NAME BRAND	6/#10	1103		
BAKING POWDER		NAME BRAND	6/5#	954		
BAKING SODA		NAME BRAND	12/32 OZ	202		
BEANS BLACK EYE PEAS		NAME BRAND	25#	176		
BEANS GREAT NORTHERN		NAME BRAND	25#	496		
BEANS GREEN 4 SIEVE FANCY BLUELAKE	B	NAME BRAND	6/#10	6930		
BEANS GREEN PANTRY CUT DIAGONAL	B	NAME BRAND	6/#10	3084		
BEANS KIDNEY DARK RED FANCY	B	NAME BRAND	6/#10	234		
BEANS LIMA GREEN MEDIUM	B	NAME BRAND	6/#10	694		
BEANS MEXICAN CHILI PINTO	B	NAME BRAND	6/#10	193		
BEANS PINTO TRIPLE CLEANED		NAME BRAND	25#	815		

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BEANS RED FANCY	B	NAME BRAND	6/#10	313		
BEANS REFRIED	B	NAME BRAND	6/#10	90		
BEANS REFRIED VEGETARIAN LS/ZTF	B	NAME BRAND	6/#10	82		
BEANS VEGETARIA WITH TOMATO SAUCE	B	NAME BRAND	6/#10	960		
BEANS WAX 4 SIEVE FANCY	B	NAME BRAND	6/#10	1160		
BEETS DICED FANCY	B	NAME BRAND	6/#10	603		
BISCUIT MIX BUTTERMILK RANCH HAND		NAME BRAND	6/5#	409		
BLEACH		NAME BRAND	6/1 GAL	408		
BREAD MIX WITH YEAST AWO		KRUSTEAZ	50#	811		
BROWNIE MIX CMI		NAME BRAND	6/5#	115		
CAKE MIX DEVILS FOOD CMI		NAME BRAND	6/5#	218		
CAKE MIX WHITE CMI		NAME BRAND	6/5#	414		
CAKE MIX YELLOW		NAME BRAND	6/5#	382		
CARROTS DICED FANCY	B	NAME BRAND	6/#10	884		
CEREAL CORN FLAKES		NAME BRAND	8/35 OZ	439		
CEREAL CORN FLAKES		NAME BRAND	4/28 OZ	682		
CEREAL CRISPY RICE		NAME BRAND	4/32 OZ	1104		

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CEREAL FARINA CREAMY ENRICHED		NAME BRAND	12/12 OZ	475		
CEREAL FROSTED FLAKES		NAME BRAND	4/48 OZ	924		
CEREAL FROSTED FLAKES		NAME BRAND	4/45 OZ	43		
CEREAL FRUIT LOOPS WG		NAME BRAND	4/31 OZ	946		
CEREAL HONEY NUT TOASTY O'S		NAME BRAND	8/35 OZ	180		
CEREAL RAISIN BRAN WG		NAME BRAND	6/36 OZ	234		
CEREAL RAISIN BRAN WG		NAME BRAND	4/56 OZ	709		
CEREAL TOATED OATS		NAME BRAND	8/35 OZ	564		
CHEESECAKE MIX CREAMY NO BAKE		NAME BRAND	6/4#	264		
COCOA 10-12 % BUTTERFAT		NAME BRAND	6/5#	249		
CORN CHIPS WG		NAME BRAND	15/1#	56		
CORN MEAL YELLOW FINE GROUND		NAME BRAND	8/5#	1701		
CORN WHOLE KERNAL FANCY	B	NAME BRAND	6/#10	9089		
CORN WHOLE KERNEL EXTRA STANDARD	B	NAME BRAND	6/#10	152		
CORNBREAD MIX CMI		NAME BRAND	6/5#	47		
CORNSTARCH		NAME BRAND	25#	206		
CRACKERS GRAHAM PLAIN 2 CT		NAME BRAND	200/2 CT	76		

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CRACKERS SALTINE 2 CT		NAME BRAND	500/2 CT	1835		
CRANBERRY SAUCE JELLIED	B	NAME BRAND	6/#10	122		
CUMIN GROUND		NAME BRAND	6/16 OZ	170		
DRESSING FRENCH		NAME BRAND	4/1 GAL	348		
DRESSING FRENCH INDIVIDUAL		NAME BRAND	200/12 GR	43		
DRESSING IND FRENCH DIET		NAME BRAND	200/12 GR	80		
DRESSING IND ITALIAN		NAME BRAND	200/12 GR	41		
DRESSING IND ITALIAN DIET		NAME BRAND	200/12 GR	80		
DRESSING IND THOUSAND ISLAND		NAME BRAND	200/12 GR	40		
DRESSING ITALIAN CREAMY		NAME BRAND	4/1 GAL	322		
DRESSING ITALIAN LITE REDUCDED CAL		NAME BRAND	4/1 GAL	290		
DRESSING ITALIAN SEPARATING		NAME BRAND	4/1GAL	341		
DRESSING RANCH BUTTERMILK		NAME BRAND	4/1 GAL	92		
DRESSING RANCH BUTTERMILK RED CAL		NAME BRAND	4/1 GAL	45		
DRESSING RANCH DRY MIX		NAME BRAND	18/3.2 OZ	49		
DRESSING SALAD GOLD MEDAL		NAME BRAND	4/1 GAL	7115		
DRESSING SALAD MIRACLE WHIP		NAME BRAND	200 CT	133		

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DRESSING THOUSAND ISLAND		NAME BRAND	4/1 GAL	136		
EXTRACT VANILLA IMITATION		NAME BRAND	4/1GAL	258		
FLOUR H&R ENRICHED		NAME BRAND	50#	3348		
FORTUNE COOKIES SINGLE WRAPPED		NAME BRAND	350 CT	94		
FRUIT COCKTAIL CHOICE LT SYRUP	B	NAME BRAND	6/#10	9552		
GELATIN CHERRY	NO PORK	NAME BRAND	6/4.5#	241		
GELATIN LIME	NO PORK	NAME BRAND	6/4.5#	555		
GELATIN RASPBERRY	NO PORK	NAME BRAND	6/4.5#	116		
GELATIN STRAWBERRY	NO PORK	NAME BRAND	6/4.5#	642		
GELATIN LEMON	NO PORK	NAME BRAND	6/4.5#	210		
GELATIN ORANGE	NO PORK	NAME BRAND	6/4.5#	599		
GRITS QUICK WHITE CORN		NAME BRAND	24/12 OZ	360		
INSTANT BREAKFAST CHOCOLATE		CARNATION	6/10/1.2 OZ	78		
INSTANT BREAKFAST STRAWBERRY		CARNATION	6/10/1.2 OZ	78		
INSTANT BREAKFAST VANILLA		CARNATION	6/10/1.2 OZ	60		
ITALIAN SEASONING		NAME BRAND	3/24 OZ	92		
JELLY #3 ASSORTED CUPS		NAME BRAND	200/.5 OZ	1036		

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JELLY #7 ASSORTED IND REDUCED CAL		NAME BRAND	200/12 GR	118		
JELLY APPLE	B	NAME BRAND	6/#10	1180		
JELLY GRAPE	B	NAME BRAND	6/#10	2551		
JUCIE PINEAPPLE		NAME BRAND	12/46 OZ	342		
JUICE APPLE 100% ASEP RTS		NAME BRAND	12/46 OZ	379		
JUICE APPLE 100% CAN		NAME BRAND	48/5.5 OZ	41		
JUICE CRANBERRY COCKTAIL ASEP RTS		NAME BRAND	12/46 OZ	378		
JUICE GRAPE 100% ASEP RTS		NAME BRAND	12/46 OZ	240		
JUICE ORANGE 100% ASEP RTS		NAME BRAND	12/46 OZ	378		
JUICE TOMATO FANCY FRESH PACK		NAME BRAND	12/46 OZ	53		
KETCHUP 33% VOL PAK RED GOLD	B		3 GAL	2038		
KETCHUP HEAVY FANCY 33%	B	NAME BRAND	6/#10	3300		
KETCHUP PACKETS	B	NAME BRAND	500/ 9 GR	335		
LIQUID SMOKE NATURAL		NAME BRAND	12/32 OZ	128		
MALT O MEAL QUICK HOT WHEAT		NAME BRAND	28/12 OZ	257		
MARSHMALLOWS MINI WHITE	NO PORK	NAME BRAND	12/1#	73		
MOLASSES UNSULPHERED		NAME BRAND	4/1 GAL	73		

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MUSHROOM STEMS & PIECES	B	NAME BRAND	6/#10	462		
MUSTARD PACKETS		NAME BRAND	500/4.5 GR	396		
MUSTARD PURE		NAME BRAND	4/1 GAL	2601		
OATS OLD FASHIONED		NAME BRAND	12/42 OZ	49		
OATS QUICK		NAME BRAND	12/42 OZ	222		
OATS QUICK		NAME BRAND	50#	121		
ORANGES MANDARIN BRK SECTION	B	NAME BRAND	6/#10	1059		
OREGANO GROUND		NAME BRAND	6/12 OZ	54		
PANCAKE MIX COMPLETE RANCH HAND		NAME BRAND	6/5#	78		
PAPRIKA SPANISH		NAME BRAND	6/16 OZ	64		
PASTA LASAGNA NOODLES 10" RIBBED		NAME BRAND	16/12 OZ	154		
PASTA MACARONI ELBOW HEAVY WALL		NAME BRAND	2/10#	331		
PASTA NOODLES KLUSKI 6/16"		NAME BRAND	2/5#	98		
PASTA NOODLES WIDE 1/2" CURLY		NAME BRAND	2/5#	397		
PASTA RIGATONI		NAME BRAND	2/5#	72		
PASTA RONTINI (SMALL SPIRALS)		NAME BRAND	2/10#	226		
PASTA SPAGHETTI CUP 10"		NAME BRAND	2/10#	236		

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PEACHES DICED CHOICE LT SYRUP	B	NAME BRAND	6/#10	1132		
PEACHES SLICED CHOICE LT SYRUP	B	NAME BRAND	6/#10	5604		
PEANUT BUTTER SMOOTH		NAME BRAND	6/5#	1761		
PEARS DICED CHOICE LT SYRUP	B	NAME BRAND	6/#10	1123		
PEARS DICED IN JUICE	B	NAME BRAND	6/#10	172		
PEARS SLICED IN JUICE	B	NAME BRAND	6/#10	809		
PEAS & CARROTS DICED FANCY	B	NAME BRAND	6/#10	1848		
PEAS SWEET 4 SIEVE FANCY	B	NAME BRAND	6/#10	90		
PEAS SWEET MIXED SIEVE EXTRA STANDARD	B	NAME BRAND	6/#10	881		
PEPPER BLACK PACKETS		NAME BRAND	3/1000 CT	228		
PEPPER SHAKER DISPOSABLE		NAME BRAND	48/1.5 OZ	99		
PICKLES HAMBURGER #1 1/8 KK		NAME BRAND	5 GAL	531		
PICKLES HAMBURGER #1 1/8 KK		NAME BRAND	4/1 GAL	47		
PIE FILLING CHERRY	B	NAME BRAND	6/#10	48		
PINEAPPLE TIDBITS IN JUICE		NAME BRAND	6/#10	1148		
PLUM HALVES JUICED PACK	B	NAME BRAND	6/#10	1039		
POTATO CHIP BBQ		NAME BRAND	80/1 OZ	1269		

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POTATO CHIP REGULAR ORIGINAL		NAME BRAND	80/1 OZ	869		
POTATO CHIP REGULAR ORIGINAL		NAME BRAND	12/12 OZ	81		
POTATO CHIP SOUR CREAM & ONION		NAME BRAND	80/1 OZ	450		
POTATO CHIPS RIPPLE		NAME BRAND	80/1 OZ	743		
POTATO FLAKES INSTANT		NAME BRAND	6/5#	48		
POTATO STICKS		NAME BRAND	6/16 OZ	315		
PUDDING & PIE FILLING BANANA INSTANT		NAME BRAND	12/24 OZ	948		
PUDDING & PIE FILLING BUTTERSCOTCH INST		NAME BRAND	12/28 OZ	1224		
PUDDING & PIE FILLING CHOCOLATE INST		NAME BRAND	12/28 OZ	2280		
PUDDING & PIE FILLING LEMON INSTANT		NAME BRAND	12/28 OZ	96		
PUDDING & PIE FILLING PISTACHIO INSTANT		NAME BRAND	12/28OZ	600		
PUDDING & PIE FILLING VANILLA INSTANT		NAME BRAND	12/28 OZ	2544		
PUDDING CHOCOATE		NAME BRAND	6/#10	72		
PUMPKIN SOLID PACK	B	NAME BRAND	6/#10	222		
RAVIOLI BEEF WITH TOMATO SAUCE		NAME BRAND	6/#10	120		
RELISH DILL PICKLE		NAME BRAND	4/1 GAL	109		
RELISH SWEET PICKLE		NAME BRAND	4/1 GAL	998		

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RICE PARBOILED		NAME BRAND	25#	1384		
SALAD DRESSING PACKETS		NAME BRAND	200/9 GR	727		
SALAD OIL VEG ZTF		NAME BRAND	6/1GAL	1939		
SALSA PICANTE MILD LS		NAME BRAND	6/#10	40		
SALT IODIZED		NAME BRAND	25#	305		
SALT IODIZED ROUNDS		NAME BRAND	24/26 OZ	43		
SALT PACKETS INDIVIDUAL		NAME BRAND	3/1000 CT	223		
SALT SHAKER DISPOSABLE		NAME BRAND	48/4 OZ	113		
SAUCE BBQ DELUXE		NAME BRAND	4/1 GAL	444		
SAUCE BBQ ORIGINAL		NAME BRAND	4/1 GAL	398		
SAUCE HOT ORIGINAL		NAME BRAND	4/1 GAL	571		
SAUCE MIX CHEESE TRIO		TRIO OR EQUAL	8/32 OZ	441		
SAUCE PIZZA PIZZAILO	B	NAME BRAND	6/#10	72		
SAUCE SOY		NAME BRAND	4/1 GAL	165		
SAUCE SPAGHETTI TRADISTION POUCH	B	NAME BRAND	6/105 OZ	82		
SAUCE TARTAR REF		NAME BRAND	4/1 GAL	344		
SAUCE TERIYAKI		NAME BRAND	4/1 GAL	143		

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SAUCE WORCESTERSHIRE		NAME BRAND	4/1 GAL	205		
SAUERKRAUT SHREDDED FANCY	B	NAME BRAND	6/#10	1662		
SEASONING TACO		NAME BRAND	6/9 OZ	51		
SHORTENING CLEAR LIQUID ZTF		NAME BRAND	35#	1528		
SHORTENING LIQUID CREAMY		NAME BRAND	35#	89		
SHORTENING VEG ALL PURPOSE CUBE		NAME BRAND	50#	530		
SOUP CREAM OF CELERY		NAME BRAND	12/50 OZ	62		
SOUP CREAM OF MUSHROOM RTS		NAME BRAND	12/50 OZ	67		
SPINACH CHOPPED	B	NAME BRAND	6/#10	712		
SUGAR BROWN LIGHT		NAME BRAND	16/2#	44		
SUGAR BROWN LIGHT		NAME BRAND	25#	541		
SUGAR BROWN LIGHT		NAME BRAND	12/2#	152		
SUGAR GRANULATED		NAME BRAND	4/10#	636		
SUGAR PACKET INDIVIDUAL		NAME BRAND	2000 CT	1678		
SUGAR POWDERED		NAME BRAND	16/2#	96		
SUGAR POWDERED 6X		NAME BRAND	25#	578		
SURGAR GRANULATED		NAME BRAND	50#	1837		

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SYRUP PANCAKE & WAFFLE 65 MIX		NAME BRAND	4/1 GAL	139		
SYRUP PANCAKE & WAFFLE 70 MIX		NAME BRAND	4/1 GAL	1057		
TACO SAUCE PACKET INDIVIDUAL		NAME BRAND	500/9 GR	75		
TACO SHELLS 5.5" WHITE WG		NAME BRAND	200 CT	430		
TARTAR SAUCE PACKETS		NAME BRAND	200/9 GR	132		
TOMATO PASTE 26% FANCY	B	NAME BRAND	6/#10	1671		
TOMATO PUREE 1.06 FANCY	B	NAME BRAND	6/#10	312		
TOMATO SAUCE FANCY	B	NAME BRAND	6/#10	288		
TOMATOES CONCENTRATED CRUSHED FANCY	B	NAME BRAND	6/#10	262		
TOMATOES DICED IN JUICE CHOICE	B	NAME BRAND	6/#10	5027		
TOPPING WHIP IT		NAME BRAND	12 1#	3710		
TORTILLA CHIPS ROUND YELLOW WG		NAME BRAND	6/2#	452		
TORTILLAS CORN WHITE 6" 6OZ WG		NAME BRAND	12/60 CT	114		
TORTILLAS FLOUR 6" PRESSED FROZEN		NAME BRAND	360 CT	73		
TORTILLAS FLOUR 8" PRESSED		NAME BRAND	216 CT	572		
TROPICAL FRUIT SALAD	B	NAME BRAND	6/#10	390		
TUNA CHUNK LITE WATER		NAME BRAND	6/66.5 OZ	930		

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TURKEY BREAST OVEN ROAST SKNLS DLX		NAME BRAND	2/9# AVG	390.89 LG		
VEGETABLES MIXED FANCY 7 WAY	B	NAME BRAND	6/#10	3648		
WATER DISTILLED		NAME BRAND	6/1 GAL	112		
YEAST ACTIVE DRY		FLEISCHMAN OR EQUIVALENT	12/2#	188		

ATTACHMENT B

Nebraska Department of Correctional Services

Frozen Core List

Description	Grade	Manufacturer & Brand (if applicable)	Case/Qty	Estimated Case Quantity	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding per Case
BEANS GREEN CUT 1.5" IQF		NAME BRAND	30#	343		
BEEF GROUND FROZEN 80/20		NAME BRAND	8/10#	121		
BEEF PATTIES 80/20 4-1		NAME BRAND	40/4 OZ	234		
BEEF PATTIES COUNTRY FRIED PC		NAME BRAND	40/4 OZ	1820		
BEEF STEAK COUNTRY FIED WESTERN		NAME BRAND	40/4 OZ	52		
BREAD OPEN TOP DINNER LOAF SLICED (MUST BE KOSHER IF SUB IS AWARDED)		NAME BRAND	6/28 OZ	290		
BREAD RYE REUBEN SLICED 1/2"		NAME BRAND	6/1 CT	102		
BROCCOLI CUTS FANCY IQF		NAME BRAND	30#	758		
BROCCOLI SPEARS IQF		NAME BRAND	12/2#	55		
CARROTS DICED IQF		NAME BRAND	30#	399		
CHEESE AMERICAN IMITATION SLICED 160 CT		NAME BRAND	4/5#	854		
CHEESE AMERICAN SLICED 160 CT		NAME BRAND	4/5#	268		
CHEESE AMERICAN SWISS SLICED 160 CT		NAME BRAND	4/5#	248		

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CHIC BREAST BNLS SKLS RAW IF MAR		NAME BRAND	4/4 OZ	142		
CHIC BREAST NUGGETS FC W/RIB MEAT		NAME BRAND	10#	48		
CHIC BREAST PATTIES BRD GOLDEN CN		NAME BRAND	60/3 OZ	355		
CHIC BREAST PATTIES BREADED PC CN		NAME BRAND	60/3.5 OZ	1400		
CHIC NUGGETS SAVORY FC CN		NAME BRAND	960/.5 OZ	49		
CHICKEN LEG QUARTERS IQF RAW		NAME BRAND	60/9 OZ	344		
COD RECTANGLE SEA CRISP OVEN READY CN		NAME BRAND	40/4 OZ	181		
COD SQUARES RAW BREADED 4 OZ		NAME BRAND	6/24 CT	300		
CORN CUT FANCY IQF		NAME BRAND	20#	275		
CORN CUT FANCY IQF		NAME BRAND	30#	434		
CORNED BEEF BRISKET RAW 2 PC FROZEN		NAME BRAND	2/12# AVG	2192.97 LB		
CREAM CHEESE		NAME BRAND	100/1 OZ	210		
CREAM CHEESE LOAF		NAME BRAND	10/3#	310		
EGGS SCRAMBLED MIX TRADITIONAL CARTON		NAME BRAND	6/5#	285		
EGGS SCRAMBLED MIX WHOLE W/CIT CARTON		NAME BRAND	6/5#	599		
FRANKS TURKEY 8-1		NAME BRAND	80/2 OZ	3042		
FRENCH TOAST REGULAR CUT		NAME BRAND	144/1.5 OZ	217		

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FRENCH TOAST STICKS WG		NAME BRAND	6/2#	389		
JUICE PINEAPPLE 100%		NAME BRAND	96/4 OZ	90		
LIVER BEEF SLICED RAW 4 OZ		NAME BRAND	10#	175		
MARGARINE REDDIES 1080 CT		NAME BRAND	12#	236		
MEATBALLS BEEF FULLY COOKED CN		NAME BRAND	320/.5 OZ	40		
MEATBALLS ITALIAN ALL BEEF IQF PC		NAME BRAND	160/1 OZ	325		
PEAS & CARROTS DICED FANCY IQF		NAME BRAND	30#	245		
PEAS GREEN FANCY IQF		NAME BRAND	30#	409		
PIZZA CRUST RECTANGLE OVENREADY		NAME BRAND	8/12X18"	169		
POLLOCK STICKS OVEN READY CN		NAME BRAND	160/1 OZ	275		
POTATO, FRIES 1/2" CRINKLE CUT RAPID RUSSET		NAME BRAND	6/5#	294		
POTATO, FRIES 5/16" REGULAR CUT		NAME BRAND	6/5#	990		
POTATO, TATER PUFFS		NAME BRAND	6/5#	796		
POTATO, TRI PATTIES OVENABLE		NAME BRAND	6/5#	1854		
SPINACH CHOPPED WET PACK		NAME BRAND	12/3#	207		
TURKEY BOLOGNA		NAME BRAND	2/10#	730		
TURKEY BOLOGNA SLICED EXTRA LEAN		NAME BRAND	12/1#	201		

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TURKEY BREAST OVEN ROASTED SKNLS		NAME BRAND	2/9# AVG	2979.86 LB		
TURKEY COOKED SAUSAGE		NAME BRAND	100/3 OZ	515		
TURKEY GROUND 85% LEAN		NAME BRAND	2/10#	1218		
TURKEY GROUND 90% LEAN		NAME BRAND	2/10#	115		
TURKEY HAM EXTRA LEAN		NAME BRAND	5.5# AVG	23818.86 LB		
TURKEY PASTRAMI		NAME BRAND	4/4.5# AVG	1970.36 LB		
TURKEY ROAST BREAST/THIGH NETTED		NAME BRAND	2/11# AVG	9611.8 LB		
TURKEY ROLL WHITE RTS		NAME BRAND	2/10#	43		
TURKEY SALAMI 95% FF		NAME BRAND	2/10#	444		
TURKEY SAUSAGE LINKS FC SKLS		NAME BRAND	10.25#	421		
TURKEY SAUSAGE PATTIES FC		NAME BRAND	160/1.025 OZ	251		
VEGETABLE BLEND CALIFORNIA FANCY IQF		NAME BRAND	30#	92		
VEGETABLE BLEND COUNTRY IQF		NAME BRAND	20#	93		
VEGETABLE BLEND ITALIAN FANCY IQF		NAME BRAND	30#	91		
VEGETABLE BLEND ORIENTAL IQF		NAME BRAND	30#	130		
VEGETABLES MIXED FANCY 5 WAY		NAME BRAND	30#	351		
WAFFLES GOLDEN MICROWAVE		NAME BRAND	144/1.4 OZ	605		

ATTACHMENT C*Nebraska Department of Correctional Services***Bread Core List**

Description	Unit of Measure Package Size	Estimated Usage	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding	Unit Price
BREAD, SANDWICH, WHEAT, 24 OZ SLICED	LV	120,124			
BREAD, SANDWICH, WHITE, 24 OZ SLICED	LV	93,967			
BREAD, SANDWICH, WHITE, 24 OZ SLICED KOSHER CERTIFIED	LV	2900			
BREAD, TEXAS TOAST, 24 OZ SLICED	LV	598			
BUNS, HAMBURGER, 4" TOP 3.75 BOTTOM, 12CT	PK	47,007			
BUNS, HAMBURGER, 4" TOP 3.75 BOTTOM, 60 CT	PK	2,940			
BUNS, HAMBURGER, 4" TOP 3.75 BOTTOM, WHOLE GRAIN - 12 CT	PK	510			
BUNS, HOGIE, CLASSIC WHITE 6 PK	PK	5,146			
BUNS, STEAK 24 CT CUT	PK	11,157			
BUNS, WEINER CUT, 16 CT	PK	48,378			
DINNER ROLL, WHITE 12 CT	PK	2,000			
ENGLISH MUFFIN, 6 CT	PK	500			

ATTACHMENT D*Nebraska Department of Correctional Services***Dairy Core List**

Description	Manufacturer & Brand	Unit of Measure/Package Size	Estimated Usage per Unit	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding	Case Price (if sold by case)
COTTAGE CHEESE, 2% 5 LBS	NAME BRAND	5 LB	100			
ICE CREAM, 3 GALLON, ASSORT. FLAVORS	NAME BRAND	3 GAL	100			
ICE CREAM, CUP, VANILLA-4 OZ/24PK	NAME BRAND	24/4 OZ	243			
LOW-FAT BUTTERMILK, 1/2 GALLON	NAME BRAND	1/2 GAL	608			
MARGARINE, SOLID, 1LBS (SHREDDS MARG SLT)	NAME BRAND	16 OZ	140,190			
MILK, CHOCOLATE, 1% 5 GALLON BLADDER	NAME BRAND	5 GAL	500			
MILK, CHOCOLATE, 1%, 1/2 PINT	NAME BRAND	1/2 PINTS	1,056			
MILK, CHOCOLATE, 1%, GALLON	NAME BRAND	1 GAL	500			
MILK, CHOCOLATE, SKIM, 1/2 PINT	NAME BRAND	1/2 PINTS	23,748			
MILK, WHITE, 1% , 1/2 PINT	NAME BRAND	PINTS	2,071,070			
MILK, WHITE, 1% GALLON	NAME BRAND	1 GAL	1000			
MILK, WHITE, 1%, 5 GALLON BLADDER	NAME BRAND	5 GAL	12,681			
SOUR CREAM, 5LB CONTAINER	NAME BRAND	5LB	90			

ATTACHMENT E*Nebraska Department of Correctional Services***Egg Product Core List**

Description	Egg Size	Estimated Annual Usage (Cases)	Bidder to list Manufacturer & Brand Bidding	Size Bidding	\$ under Chicago Urner-Barry Market Price
FRESH EGGS BULK (15 DOZ)	Grade A Medium	4436			
FRESH EGGS BULK (15 DOZ)	Grade A Large	500			

\$ above Chicago Urner-Barry Market Price	List Any Changes from Specs

ATTACHMENT F

Nebraska Department of Correctional Services

Catalog Bid Sheet

Grocery percent discount: _____

Frozen percent discount: _____

Bread percent discount: _____

Dairy percent discount: _____

Egg Product percent discount: _____

Pasteurized Egg percent discount: _____

Miscellaneous:
Spices, Creamers, Conditments,
Oils and Single Serving Packets
Percent discount: _____

Produce percent discount:
(If available) _____

Attachment D - Flavor List

Item #	Item Description	Unit of Measure
10697	HM DAIRY IC VAN	3GL
51392	DCF IC BBLE GUM	3GL
51394	DCF IC BTR CRNCH	
51395	DCF IC BTR PEC	3GL
51398	DCF IC CHOC CHP	3GL
51399	DCF IC CHOC RIPPLE	3GL
51400	DCF IC CHOC PNTBTR	3GL
51401	DCF IC CHOC	3GL
51402	DCF IC CHRY VAN	3GL
51403	DCF IC CNUT ALMD FDG	3GL
51404	DCF IC COFF	3GL
51405	DCF IC CKIE DGH	3GL
51406	DCF IC CNC	3GL
51407	DCF IC COT CANDY	3GL
51408	DCF IC DINO CRNCH	3GL
51412	DCF IC FR VAN	3GL
51414	DCF IC HVNLY HASH	3GL
51417	DCF IC MAC ISLND FDG	3GL
51418	DCF IC MAPLE WNUT	3GL
51419	DCF IC MICH BLK BEAR	3GL
51420	DCF IC MNT CHOC CHP	3GL
51422	DCF IC MSE TRACK	3GL
51425	DCF IC NSA VAN	3GL
51430	DCF IC PRAL PEC	3GL
51435	DCF IC SPUMONI	3GL
51436	DCF IC STR	3GL
51437	DCF IC STR CHSCK	3GL
51438	DCF IC SUPER RNBOW	3GL
51440	DCF IC VAN BEAN	3GL
51441	DCF IC VAN	3GL
54767	DCF IC PBTR MSE TRK	3GL
54768	DCF IC CRML CRIBU	3GL
54769	DCF IC CHRY NUT	3GL
55773	DCF IC BIRTHDAY CAKE	3GL

Attachment D - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
11654	COTTAGE CHEESE, 2% 2-5#, LOL, CS	\$ 6.52
See Attachment List	ICE CREAM, 3 GALLON, ASSORT. FLAVORS, DCF 1-3 Gallon	\$ 13.95
43807	ICE CREAM, CUP, VANILLA-DCF, 4OZ, 2-24/PK	\$ 4.25
57116	LOW-FAT BUTTERMILK, 1/2 GALLON, LOL D PURE 9-HG	\$ 1.295
47727	MILK, CHOCOLATE, 1% 5 GALLON BLADDER, TRU MOO 1-5 GAL- CASE PRICE	\$ 15.88
47284	MILK, CHOCOLATE, 1%, 1/2 PINT, TRU MOO- HP	\$ 0.2085
47421	MILK, CHOCOLATE, 1% GALLON, TRU MOO-4-1 GAL	\$ 2.765
45837	MILK, CHOCOLATE, SKIM, 1/2 PINT, TRU MOO 50-HP	\$ 0.1695
56840	MILK, WHITE, 1% GALLON, LOL D PURE 4-1 GAL	\$ 2.195

ATTACHMENT G*Nebraska Department of Health and Human Services***Grocery Core List**

Description	Grade	Manufacturer & Brand	Size	Est. Qty.
APPLES SLICED	GRADE A/Fancy: No Substitution		6 #10	400
APPLESAUCE IN JUICE FANCY	N/A		6/#10	400
APRICOT HALVES	GRADE A/Fancy: No Substitution		6/#10	200
BBQ SAUCE	N/A		4 1 GAL	600
BEANS GREEN PANTRY CUT	GRADE A/Fancy: No Substitution		6 #10	2100
BEANS PORK & BEANS	GRADE A/Fancy: No Substitution		6 #10	250
BEANS REFRIED	GRADE A/Fancy: No Substitution		6 #10	300
CARROTS SLICED MEDIUM	GRADE A/Fancy: No Substitution		6 #10	1000
COOKIES FIG	N/A		120/1 OZ	150
CRACKERS SALTINE 2 CT	N/A		500/2 CT	300
DOROTHY LYNCH SALAD DRESSING	N/A		4 1 GAL	400
FLOUR ALL PURPOSE, WHITE	N/A		50#	200
FRUIT COCKTAIL	GRADE A/Fancy: No Substitution		6/#10	1500
GRAVY SAUSAGE COUNTRY	N/A		6 #10	600

JELLY ASSORTED, SINGLE SERVE	N/A		200/.5Z	600
JUICE APPLE 100% Aseptic	N/A		12/46 OZ	700
JUICE CRANBERRY 100% Aseptic	N/A		12/46 OZ	600
JUICE GRAPE 100% Aseptic	N/A		12/46 OZ	350
JUICE ORANGE 100% Aseptic	N/A		12/46 OZ	1000
JUICE PRUNE 100% Aseptic	N/A		12/46 OZ	250
JUICE TOMATO Aseptic	N/A		12/46 OZ	350
KETCHUP	N/A		6 #10	700
MAYONAISE	N/A		4 1 GAL	100
MUSTARD YELLOW	N/A		4 1 GAL	200
ORANGE MANDARIN SECTIONS	GRADE A/Fancy: No Substitution		6/#10	350
PANCAKE MIX	N/A		6/5#	150
PEACHES SLICED IN JUICE	GRADE A/Fancy: No Substitution		6 #10	350
PEANUT BUTTER SMOOTH	N/A		6 5#	1000
PEARS DICED	GRADE A/Fancy: No Substitution		6/#10	650
PINEAPPLE TIDBITS	GRADE A/Fancy: No Substitution		6/#10	350
POTATOES MASHED	N/A		4/5#	700

PUDDING & PIE FILL CHOCOLATE	N/A		12 28 OZ	500
PUDDING SNACK PACK CHOCOLATE	N/A		48/3.5 OZ	300
PUDDING SNACK PACK VANILLA	N/A		48/3.5 OZ	250
RICE PARBOILED	N/A		25#	100
RICE SPANISH	N/A		6/36 OZ	100
SALAD DRESSING	N/A		4 1 GAL	800
SALAD OIL VEGETABLE	N/A		6 1 GAL	250
SALSA MEDIUM	N/A		4 138 OZ	1500
SALSA MILD	N/A		4 140 OZ	200
SHORTENING OIL	N/A		2/17.5#	150
SOUP TOMATO	N/A		12/50 OZ	150
SPAGHETTI SAUCE TRADITIONAL	N/A		6/106 OZ	200
SUGAR GRANULATED	N/A		4 10#	500
SUGAR IND PACKETS	N/A		2000 CT	300
SYRUP PANCAKE MAPLE, SINGLE SERVE	N/A		100/1.5 OZ	500
TOMATOES DICED IN JUICE	GRADE A/Fancy: No Substitution		6 #10	900
VINEGAR WHITE	N/A		4/1 GAL	200

WATER HONEY THICK CLEAR	N/A		4/.5 GAL	700
WATER NECTAR THICK CLEAR	N/A		4/.5 GAL	500
WATER THICKENED LEMON FLAV-HONEY	N/A		48/4OZ	500
WATER THICKENED LEMON FLAV-NECTAR	N/A		48/4OZ	500
YAMS IN LIGHT SYRUP	GRADE A/Fancy: No Substitution		6/#10	200

ATTACHMENT H*Nebraska Department of Health and Human Services***Frozen Core List**

Description	Grade	Manufacturer & Brand	Size	Est. Qty.
BROCCOLI CUTS	GRADE A/Fancy: No Substitution		30#	350
BROCCOLI SPEARS	GRADE A/Fancy: No Substitution		12/2#	150
BURRITOS BEEF & BEAN	N/A		72/4 OZ	150
BURRITOS EGG & SAUSAGE	N/A		24/4 OZ	250
CARROTS DICED	GRADE A/Fancy: No Substitution		30#	200
CAULIFLOWER CUTS	GRADE A/Fancy: No Substitution		12/2#	250
CINNAMON ROLL DOUGH	N/A		100/5 OZ	150
CORN CUT FANCY	GRADE A/Fancy: No Substitution		30#	500
EGGS SCRAMBLED MIX TRADITI	N/A		6/5#CTN	600
ENCHILADAS BEEF	N/A		24/7 OZ	200
FRENCH TOAST	N/A		144/1.5Z	150
JUICE APPLE 100%	GRADE A/Fancy: No Substitution		96/4 OZ	400
JUICE GRAPE 100%	GRADE A/Fancy: No Substitution		96/4 OZ	350
JUICE ORANGE 100%	GRADE A/Fancy: No Substitution		96/4 OZ	450

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JUICE PRUNE 100%	GRADE A/Fancy: No Substitution		96/4 OZ	150
LASAGNA W/MEAT & SAUCE	N/A		6 96 OZ	400
MACARONI & CHEESE GOURME	N/A		4/5#	250
OMELETS SINGLE FOLD 6" PLAIN	N/A		84/3 OZ	300
PEAS GREEN FANCY	GRADE A/Fancy: No Substitution		30#	300
PIE CHERRY 10"	N/A		6/10"	150
POTATOES CRINKLE FRIES	GRADE A/Fancy: No Substitution		6/5#	250
POTATOES TATER TOTS	GRADE A/Fancy: No Substitution		6/5#	500
POTATOES TRI-PATTIES	GRADE A/Fancy: No Substitution		6/5#	250
SALISBURY STEAK W/GRAVY	N/A		4 4.3#	600
STRAWBERRIES SLICED	GRADE A/Fancy: No Substitution		6/6.5#	800
VEGETABLES MIXED FANCY	GRADE A/Fancy: No Substitution		30#	400
WAFFLES	N/A		72/3 OZ	200
WHIPPED TOPPING	N/A		12/16 OZ	150

ATTACHMENT I*Nebraska Department of Health and Human Services***Bread Core List**

Description	Manufacturer & Brand	Size	Est. Qty.	Bidder's Product Code Number	Case Price
BREAD, RAISIN, SLICED		16 OZ	2800		
BREAD, RYE, JEWISH, SLICED		16 OZ	2500		
BREAD, RYE, MARBLE, SLICED		16 OZ	2500		
BREAD, SANDWICH, 100% WHOLE WHEAT, SLICED		24 OZ	5400		
BREAD, SANDWICH, WHITE, SLICED		24 OZ	5600		
BREAD, SANDWICH, WHOLE-GRAIN WHEAT, SLICED		24 OZ	3300		
BUNS, HAMBURGER, 4 INCH, WHOLE-GRAIN RICH, SLICED		12 CT	2100		
BUNS, HAMBURGER, SLICED		12 CT	3600		
BUNS, WEINER, CUT		16 CT	1900		
BUNS, WEINER, WHOLE-GRAIN RICH, CUT		12 CT	1200		
ROLLS, DINNER, WHITE		12 CT	3000		
ROLLS, DINNER, WHOLE-GRAIN RICH		12 CT	2000		

ATTACHMENT J

Nebraska Department of Health and Human Services

Dairy Core List

Description	Grade	Manufacturer & Brand	Size	Est. Qty.
BUTTER, U.S. GRADE AA	GRADE AA: No Substitution		59 CT 17#/CS	1200
BUTTER, U.S. GRADE AA INDIVIDUAL WRAP	GRADE AA: No Substitution		90 CT	1000
CHEESE AMERICAN LOAF YELLOW	N/A		6 5#	1100
CHEESE AMERICAN SLICED	N/A		4 5#	1500
CHEESE CHEDDAR MILD SHRED REGULAR	N/A		4 5#	900
CHEESE MOZZARELLA SHRED	N/A		4 5#	600
COTTAGE CHEESE, MILKFAT 2%	N/A		5#	400
COTTAGE CHEESE, MILKFAT 4%	N/A		5#	1700
CREAM CHEESE LOAF	N/A		10 3#	600
FAT FREE YOGURT ASSORTED FLAVORS	N/A		48/6 OZ	300
LACTOSE FREE 2% MILK, GRADE A (not to include soy, almond or coconutmilk)	GRADE A: No Substitution		1/2 GAL	1200
LOW FAT YOGURT ASSORTED FLAVORS	N/A		48/6 OZ	700

MARGARINE, SOLID	N/A		1#	7200
MILK, CHOCOLATE 1%, GRADE A	GRADE A: No Substitution		1/2 PINT	53000
MILK, CHOCOLATE SKIM, GRADE A	GRADE A: No Substitution		1/2 PINT	95000
MILK, WHITE 1%, GRADE A	GRADE A: No Substitution		1/2 PINT	450000
MILK, WHITE 2%, GRADE A	GRADE A: No Substitution		GAL	7250
MILK, WHITE 2%, GRADE A	GRADE A: No Substitution		1/2 PINT	165000
MILK, WHITE, FAT FREE, GRADE A	GRADE A: No Substitution		GAL	900
MILK, WHITE, FAT FREE, GRADE A	GRADE A: No Substitution		1/2 PINT	55000
MILK, WHITE, WHOLE, GRADE A	GRADE A: No Substitution		GAL	1300
MILK, WHITE, WHOLE, GRADE A	GRADE A: No Substitution		1/2 PINT	55000
SOUR CREAM, HEAVY	N/A		5#	600
SOUR CREAM, LIGHT	N/A		5#	200

ATTACHMENT K*Nebraska Department of Health and Human Services***Egg Core List**

Description	Egg Size	Case Size	Estimated Annual Usage (Cases)	Bidder to list Manufacturer & Brand Bidding	Size Bidding	\$ under Chicago Urner-Barry Market Price
FRESH EGGS BULK - GRADE A	LARGE	30 DZ	600			

Description	Egg Size	Case Size	Est. Qty.	Bidder to list Manufacturer & Brand Bidding	Size Bidding	Bidder's Product Code Number if applicable
HARD SHELL PASTUERIZED EGGS - GRADE A	LARGE	30 DZ	800			

\$ above Chicago Urner-Barry Market Price	Bidder's Product Code Number if applicable	List Any Changes from Spec

Case Price	List Any Changes from Spec

ATTACHMENT L

Nebraska Department of Health and Human Services

Catalog Bid Sheet

Grocery percent discount: _____

Frozen percent discount: _____

Bread percent discount: _____

Dairy percent discount: _____

Egg Product percent discount: _____

Pasteurized Egg percent discount: _____

Miscellaneous:
Spices, Creamers, Conditments,
Oils and Single Serving Packets
Percent discount: _____

Produce percent discount
(if available) _____

Attachment J - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Case Price</u>
40173	BUTTER, U.S. GRADE AA, WEST POINT CREAMERY-MEADOW GOLD, 59CT 17#/CS	\$ 52.95
<u>Item #</u>	<u>Item Description</u>	<u>Unit Price</u>
56743	LACTOSE FREE 2% MILK, GRADE A (not to include soy, almond or coconutmilk), DEAN FOODS-LAND O'LAKES DAIRY PURE, 1/2 GAL	\$ 2.98
56832	MILK, WHITE 2%, GRADE A, DEAN FOODS- LAND O'LAKES DAIRY PURE, GAL	\$ 2.4940
56836	MILK, WHITE, FAT FREE, GRADE A, DEAN FOODS-LAND O'LAKES DAIRY PURE, GAL	\$ 1.987
56826	MILK, WHITE, WHOLE, GRADE A, DEAN FOODS- LAND O'LAKES DAIRY PURE, GAL	\$ 2.893

Attachment M - Core Items List

<u>Item #</u>	<u>Item Description</u>	<u>Case Price</u>
56836	MILK, WHITE, FAT FREE, GRADE A-no substitution, GAL/CS, \$1.987/EA	\$ 7.9480

ATTACHMENT M

Nebraska Department of Correctional Services & Department of Health and Human Services

Combined Breakfast and School Lunch Program Core List

Description	Grade Requested	Manufacturer & Brand	Case/Qty	Est. Case Qty	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding per Case	Case Price	Each Price (if sold by each)
PASTA SPAGHETTI WHOLE GRAIN		NAME BRAND	2/10#	1				
PASTA ROTINI WHOLE GRAIN		NAME BRAND	2/10#	1				
CEREAL FROSTED MINI WHEAT SPOON WHOLE GRAIN		NAME BRAND	6/36 OZ	24				
CEREAL TOASTY O'S WHOLE GRAIN		NAME BRAND	4/34 OZ	130				
CEREAL TRIX WHOLE GRAIN		NAME BRAND	4/32 OZ	63				
CEREAL GOLDEN GRAHAMS WHOLE GRAIN		NAME BRAND	4/43.5 OZ	3				
TORTILLA CHIPS ROUND WHITE WHOLE GRAIN		NAME BRAND	6/2#	8				
JUICE PINEAPPLE 100% VIT C		NAME BRAND	966/4 OZ	7				
APRICOT HALVES 80/130 CHOICE JUICE PACK	B	NAME BRAND	6/#10	41				
POTATOES YAMS FANCY CUT LIGHT SYRUP	B	NAME BRAND	6/#10	339				
CORN CHIPS WHOLE GRAIN		NAME BRAND	90/1 OZ	32				

JUICE ORANGE 100%			96/4 OZ	105				
JUICE GRAPE 100%			96/4 OZ	100				
JUICE APPLE 100%			96/4 OZ	115				
POTATO, TATER PUFF		SWEET THINGS POTATOES	6/2.5#	23				
FRIES SWEET POTATO JULIENNE CUT		NAME BRAND	5/3#	13				

Milk/Dairy Products

Description	Manufacturer & Brand Requested	Unit of Measure/Package Size	Estimated Usage per Unit	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding	Case Price (if sold by case)	Each Price (if sold by each)	Extended Price based on Case Price
MILK, WHITE, FAT FREE, GRADE A - No Substitution		GAL	900					
MILK, WHITE, FAT FREE, GRADE A - No Substitution		1/2 PINT	55000					
FAT FREE YOGURT ASSORTED FLAVORS		48/6 OZ	300					
YOGURT VANILLA CUP	DANIMALS	48/4 OZ	36					
YOGURT STRAW / BANANA	DANIMALS	48/4 OZ	23					

Bread Products

Description	Unit of Measure Package Size	Estimated Usage	Bidder's Product Code Number	Specify Brand Pack Bidding and Individual Weight Size Bidding	Unit Price	List Any Changes from Spec
BREAD, SANDWICH, WHOLE-GRAIN RICH, SLICED, 24 OZ	LV	3300				
BUNS, HAMBURGER, 1.5", WHOLE-GRAIN RICH, SLICE, 12 CT	PK	2100				
BUNS, WEINER, WHOLE- GRAIN RICH, CUT, 12 CT	PK	1200				
ROLLS, DINNER, WHOLE- GRAIN RICH, 12 CT	PK	2000				
BREAD COTTAGE, 100% WHOLE WHEAT, 24 OZ SLICED	LV	500				
BUNS, WEINER, CUT, WHOLE WHEAT, 16 CT	PK	586				
BREAD, 100% WHOLE WHEAT 20 OZ.	LV	2739				
BREAD, 51% WHOLE GRAIN, WHITE	LV	2,872				

Extended Price based on Case Price	List Any Changes from Spec

Department of Correctional Services estimated deliveries per week per facility					
FACILITIES	FROZEN	GROCERY	BREAD	DAIRY	EGGS
Community Correctional Center - Lincoln	1	1	2	2	1
Community Correctional Center - Omaha	1	1	2	1	1
Lincoln Correctional Center	2	2	2	2	1
Nebraska Correctional Center for Women	1	1	2	2	1
Nebraska Correctional Youth Facility	1	1	2	2	1
Nebraska State Penitentiary	2	2	2	2	2
Omaha Correctional Center	1	1	2	2	1
Tecumseh State Correctional Institution	2	2	2	2	2
Work Ethic Camp	1	1	1	2	1

Health and Human Services estimated deliveries per week per facility					
FACILITIES	FROZEN	GROCERY	BREAD	DAIRY	EGGS
Eastern Nebraska Veterans' Home	2	1	1	2	1
Norfolk Veterans' Home	2	2	2	2	1
Grand Island Veterans' Home	1	1	1	2	1
Western Nebraska Veterans' Home	4	3	2	2	1
Beatrice State Developmental Center	1	1	1	1	1
Lincoln Regional Center	1	1	2	3	1
Norfolk Regional Center	1	1	2	2	1
Hastings Regional Center	1	1	1	1	1
Youth Rehab & Treatment Center - Kearney	1	1	2	2	1
Youth Rehab & Treatment Center - Kearney	1	1	1	1	<1