

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 1 of 2	ORDER DATE 10/25/22
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)

VENDOR NUMBER: 1334754

VENDOR ADDRESS:

WALKENHORSTS
445 INGENUITY AVE
SPARKS NV 89441-5219

THE CONTRACT PERIOD IS:

MAY 01, 2021 THROUGH APRIL 30, 2023

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 5476 OF

Contract to supply and deliver Food and Household to the State of Nebraska as per the attached specifications for the contract period May 01, 2021, through April 30, 2023.

Vendor Contact: Shari Erickson
Phone: 707-261-4093
Fax: 707-261-4021
E-Mail: shari@walkenhorsts.com

This is the second renewal of the contract as amended. (4/7/21 sc)

Amendment Three (3) as attached. (mel 08/10/21)

Amendment Four (4) as attached. (MH 5/17/22)

AMENDMENT FIVE (5) AS ATTACHED. (10/25/22 sc)

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

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

CONTRACT NUMBER
14785 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FOOD ITEMS ATTACHMENT A CORE ITEMS LIST	1,465,266.0000	\$	1.0000
2	FOOD CATALOG AT 0 PERCENT DISCOUNT	293,053.0000	\$	1.0000
3	HOUSEHOLD ATTACHMENT D CORE ITEMS LIST	83,974.0000	\$	1.0000
4	HOUSEHOLD CATALOG	366,795.0000	\$	1.0000

DocuSigned by:

Julie Dabydeen

10/27/2022

0EA0706F43004ED

BUYER

DocuSigned by:

Michelle Potts

10/28/2022

B306917D66EE486

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 2 of 2	ORDER DATE 10/25/22
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 1334754	

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

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

CONTRACT NUMBER
14785 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	AT 0 PERCENT DISCOUNT			



DS
JD
BUYER INITIALS

AMENDMENT FIVE
Contract 14785 OC
Food and Household Products for the State of Nebraska
Between
The State of Nebraska and Walkenhorsts

This Amendment (the "Amendment") is made by the State of Nebraska and Walkenhorsts, parties to Contract 14785 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract effective on November 4, 2022 by both parties as follows:

1. Attachment A3 – Core Items List, is deleted in its entirety and replaced with Attachment A4 – Core Items List, attached hereto.

Attachment A4 is incorporated in its entirety into the contract.

2. 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.

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: 
B306917D66EE486...

Name: Amara Block

Title: Chief Procurement Officer

Date: 10/28/2022

Contractor: Walkenhorsts

DocuSigned by:

By: 
40908AF74082441...

Name: Shari Erickson

Title: Marketing & Sales

Date: 10/17/2022

Walkenhorst's

ATTACHMENT A4
CORE ITEMS LIST

DESCRIPTION	Size	Specify Brands & Size Bidding	Unit Price by Each	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products)
CANDY, NON-CHOCOLATE PACKAGE (SEND SAMPLES)	PK	Good 'n' Plenty 1.8oz	\$ 1.07	24	\$ 25.68	3111-017	
		Starburst Original 2.07oz	\$ 1.02	36	\$ 36.72	94784-030	
		Brach's Jelly Beans 11oz	\$ 2.48	12	\$ 29.76	14781-007	
		Hot Tamales 5oz	\$ 1.35	12	\$ 16.20	22668-921	
		Trolli Apple-O's 4.25oz	\$ 1.44	12	\$ 17.28	14781-503	
		Trolli Classic Bears 5oz	\$ 1.44	12	\$ 17.28	14781-604	
		Trolli Peachie 'O's 4.25oz	\$ 1.44	12	\$ 17.28	14781-605	
		Trolli Sourbrite Crawlers 5oz	\$ 1.34	12	\$ 16.08	14781-607	
		Trolli Squiggles 5oz	\$ 1.44	12	\$ 17.28	14781-606	

Walkenhorst's							
ATTACHMENT D2							
CORE ITEMS LIST							
Description	Size	Specify Brand & Size Bidding	Unit Price by Each	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products)
ADAPTER, TV RG59 TO PAL VIDEO ADAPTER	EA	uninex 6 ft RG59 Black VideoCable	\$1.40	50	\$ 70.00	21021-008	
AUDIO, EARBUD	TD61	Sentry Clear Earbuds 4ft cord	1.10	20	\$ 22.00	19027-020	Freq Response: 20-20,000 HZ Impedence: 32 Ohms
CABLE, COAXIAL WITH ENDS, FM-TO- FM SCREW ON, RG6 SHIELDED 6' MAX	EA	Steren Electronics	\$2.19	50	\$ 109.50	4018-051	
CABLE, SPLITTER, TELEVISION	EA	Steren Electronics	.86	50	\$ 43.00	4018-020	

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 1 of 1	ORDER DATE 05/17/22
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)

VENDOR NUMBER: 1334754

VENDOR ADDRESS:

WALKENHORSTS
445 INGENUITY AVE
SPARKS NV 89441-5219

THE CONTRACT PERIOD IS:

MAY 01, 2021 THROUGH APRIL 30, 2023

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 5476 OF

Contract to supply and deliver Food and Household to the State of Nebraska as per the attached specifications for the contract period May 01, 2021 through April 30, 2023.

Vendor Contact: Shari Erickson

Phone: 707-261-4093

Fax: 707-261-4021

E-Mail: shari@walkenhorsts.com

This is the second renewal of the contract as amended. (4/7/21 sc)

Amendment Three (3) as attached. (mel 08/10/21)

Amendment Four (4) as attached. (MH 5/17/22)

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

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

CONTRACT NUMBER
14785 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FOOD ITEMS ATTACHMENT A CORE ITEMS LIST	1,465,266.0000	\$	1.0000
2	FOOD CATALOG AT 0 PERCENT DISCOUNT	293,053.0000	\$	1.0000
3	HOUSEHOLD ATTACHMENT D CORE ITEMS LIST	83,974.0000	\$	1.0000
4	HOUSEHOLD CATALOG AT 0 PERCENT DISCOUNT	266,795.0000	\$	1.0000

DS
JD

5/17/2022

DocuSigned by:
Robert Taylor
F7E696A54993467

BUYER

5/17/2022

DocuSigned by:
Amara Block
4CFF2711162A4A2

MATERIEL ADMINISTRATOR

AMENDMENT FOUR
Contract 14785 OC
Food and Household Products for the State of Nebraska
Between
The State of Nebraska and Walkenhorsts

This Amendment (the "Amendment") is made by the State of Nebraska and Walkenhorsts, parties to Contract 14785 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract effective on May 13th, 2022 by both parties as follows:

1. Attachment A2 – Core Items List, is deleted in its entirety and replaced with Attachment A3 – Core Items List, attached hereto.

Attachment A3 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

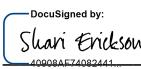
By: 

Name: Amara Block

Title: Chief Procurement Officer

Date: 5/17/2022

Contractor: Walkenhorsts

By: 

Name: Shari Erickson

Title: Marketing & Sales

Date: 5/16/2022

Walkenhorst's

ATTACHMENT A3
CORE ITEMS LIST

DESCRIPTION	Size	Specify Brands & Size Bidding	Unit Price by Each	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products)
CANDY, NON-CHOCOLATE PACKAGE (SEND SAMPLES)	PK	Good 'n' Plenty 1.8oz	\$ 1.00	24	\$ 24.00	3111-017	
		Starburst Original 2.07oz	\$ 0.96	36	\$ 34.56	94784-030	
		Brach's Jelly Beans 11oz	\$ 2.30	12	\$ 27.60	14781-007	
		Hot Tamales 5oz	\$ 1.30	12	\$ 15.60	22668-921	
		Trolli Apple-O's 4.25oz	\$ 1.40	12	\$ 16.80	14781-503	
		Trolli Classic Bears 5oz	\$ 1.40	12	\$ 16.80	14781-604	
		Trolli Peachie 'O's 4.25oz	\$ 1.40	12	\$ 16.80	14781-605	
		Trolli Sourbrite Crawlers 5oz	\$ 1.30	12	\$ 15.60	14781-607	
		Trolli Squiggles 5oz	\$ 1.40	12	\$ 16.80	14781-606	

STATE OF NEBRASKA CONTRACT AWARD

PAGE 1 of 1	ORDER DATE 04/07/21
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 1334754	

VENDOR ADDRESS:
WALKENHORSTS
445 INGENUITY AVE
SPARKS NV 89441-5219

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

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

CONTRACT NUMBER
14785 OC

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

MAY 01, 2021 THROUGH APRIL 30, 2023

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 5476 OF

Contract to supply and deliver Food and Household to the State of Nebraska as per the attached specifications for the contract period May 01, 2021 through April 30, 2023.

Vendor Contact: Shari Erickson
Phone: 707-261-4093
Fax: 707-261-4021
E-Mail: shari@walkenhorsts.com

This is the second renewal of the contract as amended. (4/7/21 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FOOD ITEMS ATTACHMENT A CORE ITEMS LIST	1,465,266.0000	\$	1.0000
2	FOOD CATALOG AT 0 PERCENT DISCOUNT	293,053.0000	\$	1.0000
3	HOUSEHOLD ATTACHMENT D CORE ITEMS LIST	83,974.0000	\$	1.0000
4	HOUSEHOLD CATALOG AT 0 PERCENT DISCOUNT	266,795.0000	\$	1.0000

DocuSigned by:

Julie Dabydeen
-0EAO

4/9/2021

4/9/2021

6F1A26D8C1D24BC...STRATOR

4/9/2021

R43500|NISC0001|NISC0001 20150901

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES



CONTRACT RENEWAL

October 9, 2020

Pete Ricketts, Governor

Ms. Shari Erickson
Walkenhorsts
445 Ingenuity Ave
Sparks, NV 89441-5219

RE: Contract Number 14785 (OC), Food and Household

Dear Ms. Erickson:

The above named contract for providing Food and Household to the State of Nebraska, expires April 30, 2021.

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. May 1, 2021 through April 30, 2023.

If this is agreeable with Walkenhorsts, 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 Walkenhorsts does not intend to renew contract number 14785 (OC) and thus may begin the formal solicitation process to obtain Food and Household.

Sincerely,

Julie Dabydeen
Julie Dabydeen, Buyer
State Purchasing Bureau

Walkenhorsts is agreeable to the renewal of 14785 (OC) for Food and Household May 1, 2021 through April 30, 2023.

SIGNATURE: 

TITLE: VP

DATE: 18 Dec 2020

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

PAGE 1 of 1	ORDER DATE 12/09/20
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)

VENDOR NUMBER: 1334754

VENDOR ADDRESS:

WALKENHORSTS
445 INGENUITY AVE
SPARKS NV 89441-5219

THE CONTRACT PERIOD IS:

MAY 01, 2019 THROUGH APRIL 30, 2021

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.

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Original /Bid Document 5476 OF

Contract to supply and deliver Food and Household to the State of Nebraska as per the attached specifications for the contract period May 01, 2019 through April 30, 2021. 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: Shari Erickson

Phone: 707-261-4093

Fax: 707-261-4021

E-Mail: shari@walkenhorsts.com

This is the first renewal of the contract as amended. (bs 03/22/19)

Amendment One (1) as attached. (11/21/19 sc)

Amendment Two (2) as attached. (12/9/20 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FOOD ITEMS ATTACHMENT A CORE ITEMS LIST	1,465,266.0000	\$	1.0000
2	FOOD CATALOG AT 0 PERCENT DISCOUNT	293,053.0000	\$	1.0000
3	HOUSEHOLD ATTACHMENT D CORE ITEMS LIST	83,974.0000	\$	1.0000
4	HOUSEHOLD CATALOG AT 0 PERCENT DISCOUNT	266,795.0000	\$	1.0000

Document signed by:

DS	Julie Dabydeen	12/15/2020
OEAO706F43004ED	BUYER	12/15/2020
MATERIALS ADMINISTRATOR		

12/15/2020

R43500|NISM0001|NISM0001 20150901

AMENDMENT TWO
Contract 14785 OC
Food and Household Products for the State of Nebraska
Between
The State of Nebraska and Walkenhorsts

This Amendment (the "Amendment") is made by the State of Nebraska and Walkenhorsts, parties to Contract 14785 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract effective on December 10, 2020 by both parties as follows:

1. Attachment A1 – Core Items List, is deleted in its entirety and replaced with Attachment A2 – Core Items List, attached hereto.

Attachment A2 is incorporated in its entirety into the contract.

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

Attachment D1 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

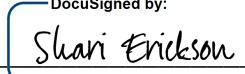
By: 
6F1A26D8C1D24BC...

Name: Doug Carlson

Title: Materiel Administrator

Date: 12/15/2020

Contractor: Walkenhorsts

By: 
40908AF74082441...
Shari Erickson

Name: _____

Title: Marketing & Sales

Date: 12/2/2020

Walkenhorst's

ATTACHMENT A2
CORE ITEMS LIST

DESCRIPTION	Size	Specify Brands & Size Bidding	Unit Price by Each	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products)
CANDY, NON-CHOCOLATE PACKAGE (SEND SAMPLES)	PK	Good 'n' Plenty 1.8oz	\$ 1.00	24	\$ 24.00	3111-017	
		Starburst Original 2.07oz	\$ 0.96	36	\$ 34.56	94784-030	
		Starburst Tropical 2.07oz	\$ 0.96	36	\$ 34.56	94784-035	
		Brach's Jelly Beans 11oz	\$ 2.30	12	\$ 27.60	14781-007	
		Hot Tamales 5oz	\$ 1.30	12	\$ 15.60	22668-921	
		Trolli Apple-O's 4.25oz	\$ 1.40	12	\$ 16.80	14781-503	
		Trolli Classic Bears 5oz	\$ 1.40	12	\$ 16.80	14781-604	
		Trolli Peachie 'O's 4.25oz	\$ 1.40	12	\$ 16.80	14781-605	
		Trolli Sourbrite Crawlers 5oz	\$ 1.30	12	\$ 15.60	14781-607	
		Trolli Squiggles 5oz	\$ 1.40	12	\$ 16.80	14781-606	

Walkenhorst's							
ATTACHMENT D1							
CORE ITEMS LIST							
Description	Size	Specify Brand & Size Bidding	Unit Price by Each	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products)
ADAPTER, TV RG59 TO PAL VIDEO ADAPTER	EA	uninex 6 ft RG59 Black VideoCable	\$1.33	50	\$ 66.50	21021-008	
AUDIO, EARBUD	TD61	Sentry Clear Earbuds 4ft cord	1.10	20	\$ 22.00	19027-020	Freq Response: 20-20,000 HZ Impedence: 32 Ohms
CABLE, COAXIAL WITH ENDS, FM-TO- FM SCREW ON, RG6 SHIELDED 6' MAX	EA	Steren Electronics	\$2.19	50	\$ 109.50	4018-051	
CABLE, SPLITTER, TELEVISION	EA	Steren Electronics	.86	50	\$ 43.00	4018-020	

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 1 of 1	ORDER DATE 11/21/19
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 1334754	

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

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

CONTRACT NUMBER
14785 OC

THE CONTRACT PERIOD IS:

MAY 01, 2019 THROUGH APRIL 30, 2021

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Vendor Contact: Shari Erickson
Phone: 707-261-4093
Fax: 707-261-4021
E-Mail: shari@walkenhorsts.com

This is the first renewal of the contract as amended. (bs 03/22/19)

Amendment One (1) as attached. 11/21/19 sc

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FOOD ITEMS ATTACHMENT A CORE ITEMS LIST	1,465,266.0000	\$	1.0000
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11/26/19 *Julie Dabydeen* 11/21/19
BUYER
12/2/19
MATERIEL ADMINISTRATOR

AMENDMENT ONE
Contract 14785 OC
Food and Household Products for the State of Nebraska
Between
The State of Nebraska and Walkenhorsts

This Amendment (the "Amendment") is made by the State of Nebraska and Walkenhorsts, parties to Contract 14785 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 A – Core Items List, is deleted in its entirety and replaced with Attachment A1 – Core Items List, attached hereto.

Attachment A1 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

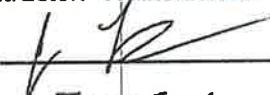
By: 

Name: Doug Carlson

Title: Materiel Administrator

Date: 12/2/19

Contractor: Walkenhorsts

By: 

Name: JASON FULTZ

Title: VP

Date: 11/12/19

ATTACHMENT A1
CORE ITEMS LIST

Walkenhorst's							
DESCRIPTION	Size	Specify Brands & Size Bidding	Unit Price by Each	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products)
CANDY, NON- CHOCOLATE PACKAGE (SEND SAMPLES)	PK	Good 'n' Plenty 1.8oz	\$ 1.00	24	\$ 24.00	3111-017	
		Starburst Original 2.07oz	\$ 0.90	36	\$ 32.40	94784-030	
		Starburst Tropical 2.07oz	\$ 0.90	36	\$ 32.40	94784-035	
		Brach's Jelly Beans 11oz	\$ 2.30	12	\$ 27.60	14781-007	
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STATE OF NEBRASKA CONTRACT AWARD

PAGE 1 of 1	ORDER DATE 03/25/19
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 1334754	

VENDOR ADDRESS:
WALKENHORSTS
540 TECHNOLOGY WAY
NAPA CA 94558-7513

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

MAY 01, 2019 THROUGH APRIL 30, 2021

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 5476 OF

Contract to supply and deliver Food and Household to the State of Nebraska as per the attached specifications for the contract period May 01, 2019 through April 30, 2021. 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: Shari Erickson
Phone: 707-261-4093
Fax: 707-261-4021
E-Mail: shari@walkenhorsts.com

This is the first renewal of the contract as amended. (bs 03/22/19)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FOOD ITEMS ATTACHMENT A CORE ITEMS LIST	1,465,266.0000	\$	1.0000
2	FOOD CATALOG AT 0 PERCENT DISCOUNT	293,053.0000	\$	1.0000
3	HOUSEHOLD ATTACHMENT D CORE ITEMS LIST	83,974.0000	\$	1.0000
4	HOUSEHOLD CATALOG AT 0 PERCENT DISCOUNT	256,795.0000	\$	1.0000

3/26/19
AC JULIE DABYDEEN 3/25/19
BUYER
3/26/19
MATERIEL ADMINISTRATOR



Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT RENEWAL

August 15, 2018

Ms. Shari Erickson
Walkenhorsts
540 Technology Way
Napa, CA 94558-7513

RE: Contract Number 14785 (OC), Food and Household

Dear Ms. Erickson:

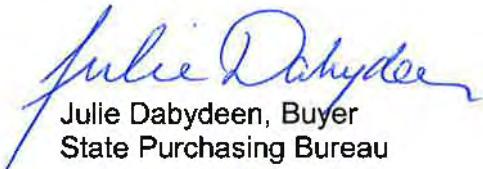
The above named contract for providing Food and Household to the State of Nebraska, expires April 30, 2019.

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. May 1, 2019 through April 30, 2021.

If this is agreeable with Walkenhorsts, 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 Walkenhorsts does not intend to renew contract number 14785 (OC) and thus may begin the formal solicitation process to obtain Food and Household.

Sincerely,



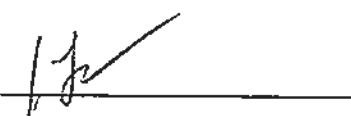
Julie Dabydeen, Buyer
State Purchasing Bureau

DATE: 8/15/18

Ms. Sharl Erickson
August 15, 2018
Page 2

Walkenhorsts is agreeable to the renewal of 14785 (OC) for Food and Household May 1, 2019 through April 30, 2021.

SIGNATURE:

A handwritten signature consisting of the letters 'JF' in a cursive style, with a diagonal line extending from the top of the 'F'.

Jason Fults

TITLE:

JP

DATE:

8/15/18

STATE OF NEBRASKA CONTRACT AWARD

PAGE 1 of 1	ORDER DATE 04/20/17
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 1334754	

VENDOR ADDRESS:

WALKENHORSTS
540 TECHNOLOGY WAY
NAPA CA 94558-7513

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

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

CONTRACT NUMBER
14785 OC

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

MAY 01, 2017 THROUGH APRIL 30, 2019

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 5476 OF

Contract to supply and deliver Food and Household to the State of Nebraska as per the attached specifications for the contract period May 01, 2017 through April 30, 2019. 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: Shari Erickson
Phone: 707-261-4093
Fax: 707-261-4021
E-Mail: shari@walkenhorsts.com

(fc 04/20/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FOOD ITEMS ATTACHMENT A CORE ITEMS LIST	1,465,266.0000	\$	1.0000
2	FOOD CATALOG AT 0% DISCOUNT	293,053.0000	\$	1.0000
3	HOUSEHOLD ATTACHMENT D CORE ITEMS LIST	83,974.0000	\$	1.0000
4	HOUSEHOLD CATALOG AT 0% DISCOUNT	16,795.0000	\$	1.0000

Julie Dabydeen 4/21/17
154122.11 BUYER
154122.11 4/24/17
MATERIEL ADMINISTRATOR

ATTACHMENT A
CORE ITEMS LIST

Walkenhorst's							
DESCRIPTION	Size	Specify Brands & Size Bidding	Unit Price by Each	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products)
CANDY, NON- CHOCOLATE PACKAGE (SEND SAMPLES)	PK	Good 'n' Plenty 1.8oz	\$ 1.00	24	\$ 24.00	3111-017	
		Starburst Original 2.07oz	\$ 0.90	36	\$ 32.40	94784-030	
		Starburst Tropical 2.07oz	\$ 0.90	36	\$ 32.40	94784-035	
		Brach's Jelly Beans 11oz	\$ 2.30	12	\$ 27.60	14781-007	
		Hot Tamales 8.3oz	\$ 1.90	12	\$ 22.80	3111-024	
		Trolli Apple-O's 4.25oz	\$ 1.30	12	\$ 15.60	14781-503	
		Trolli Classic Bears 5oz	\$ 1.30	12	\$ 15.60	14781-604	
		Trolli Peachie 'O's 4.25oz	\$ 1.30	12	\$ 15.60	14781-605	
		Trolli Sourbrite Crawlers 5oz	\$ 1.30	12	\$ 15.60	14781-607	
		Trolli Squiggles 5oz	\$ 1.30	12	\$ 15.60	14781-606	

ATTACHMENT D
CORE ITEMS LIST

Walkenhorst's							
DESCRIPTION	Size	Specify Brand & Size Bidding	Unit Price by Each	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products)
ADAPTER, TV RG59 TO PAL VIDEO ADAPTER	EA	uninex 6 ft RG59 Black VideoCable	\$1.25	50	\$ 62.50	21021-008	
AUDIO, EARBUD	TD61	Sentry Clear Earbuds 4ft cord	1.10	20	\$ 22.00	19027-020	Freq Response: 20-20,000 HZ Impedence: 32 Ohms
CABLE, COAXIAL WITH ENDS, FM-TO- FM SCREW ON, RG6 SHIELDED 6' MAX	EA	Steren Electronics	\$1.75	50	\$ 87.50	4018-051	
CABLE, SPLITTER, TELEVISION	EA	Steren Electronics	.86	50	\$ 43.00	4018-020	

**State of Nebraska - INVITATION TO BID
CONTRACT**

Date	11/21/16	Page	1 of 1
Solicitation Number	5476 OF		
Opening Date and Time	11/28/16	2:00 pm	
Buyer	JULIE DABYDEEN (AS)		

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

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

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 Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream 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.

(fc 11/18/16)

INVITATION

See Attachments A - K

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: % DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 10-14 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# 1334754

VENDOR: Walk on Water's

Address: 540 Technology Way

Napa, CA 94558

Contact Shari Erickson
Telephone 707-261-4093
Facsimile 707-261-4021
Email Shari@walkenhorsts.com

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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.

After Receipt of Order (ARO): After Receipt of Order

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.

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.

Central Processing Unit (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.

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.

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.

Invitation to Bid: A written solicitation utilized for obtaining competitive offers.

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) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

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 5476 OF for the purpose of selecting a qualified Contractor to provide the following **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream.**

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.html>

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	November 21, 2016
2.	Last day to submit written questions	December 7, 2016
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.html	December 9, 2016
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 28, 2016 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	December 28, 2016
6.	Review period	December 28, 2016 – January 10, 2016
7.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
8.	Contract finalization period	TBD
9.	Contract award	TBD
10.	Contract start date	March 1, 2017

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 the following Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream 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 or contracts 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 5476 OF Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream 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 5476 OF Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream Questions".

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bid reference and page number using the following format:

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

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

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, 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 be returned 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 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, 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. §§ 81-2401 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 be typewritten or in ink on the State of Nebraska's Invitation To Bid form. Erasures and alterations must be initialed by the Bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

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

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:

1. 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;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the contract within the specified time frame;
4. The quality of Bidder performance on prior contracts; and
5. 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.nebraska.gov/das/materiel/purchasing/bid_tab_search/consearch.cgi

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,
2. The completed Invitation To Bid document; and
3. Completed bid sheets, Attachments A-J.

Bidder's Instructions:

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

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 Canteen Products
4. Section V. – Specifications Tables for the Canteen Food Categories.
5. Facility Address and Locations;
6. **Bid Sheet Attachments A-J** for each Canteen Product Category whereby the bidder will provide pricing information for the items they want to bid on.
7. **Attachment K** Non-Core Catalog Discount off price lists.

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. RECYCLING

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

X. 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.

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 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.

Z. EVALUATION CRITERIA AND AWARD

The State of Nebraska reserves the right to evaluate bids in a manner, and utilizing methods, selected in the State of Nebraska's best interest and discretion. The State of Nebraska may waive informalities or irregularities in bids if the waiver is in the best interest of the State of Nebraska and such waiver does not prejudice other bidders in the State

of Nebraska's discretion. After evaluation of the bids, the State of Nebraska may take, in the State's discretion, one or more of the following actions:

Accept or reject a portion of or all of a bid;
Accept or reject all bids;
Withdraw the Invitation to Bid;
Elect to rebid the Invitation to Bid;
Award single lines or multiple lines to one or more bidders; or,
Award one or more complete contracts.

The State of Nebraska reserves the right to make awards that are in the best interest of the State of Nebraska. The State of Nebraska may consider, but is not limited to, one or more of the following award criteria:

Price per items will be awarded based on price per ounce only when variations and/or deviations to the specifications occur and when there are variations to pack sizes;
Location;
Quality;
Delivery time; and,
State contract management requirements or costs.

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.html/>

AA. 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.

BB. 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 proposal;
2. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. 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 one (1) clearly identifying the term or condition by subsection, and two (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.

The State of Nebraska is soliciting bids in response to the ITB. The State of Nebraska will not consider bids that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this ITB must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the ITB or resulting contract the Bidder's clause shall be subordinate to the ITB or resulting contract.

A. GENERAL

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

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

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

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:
JW			

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 Manager 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

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

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:
JW			

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:
JW			

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

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

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 t 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.

H. PERMITS, REGULATIONS, LAWS

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

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.

I. COOPERATION WITH OTHER CONTRACTORS

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

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.

J. CONTRACTOR RESPONSIBILITY

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

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.

K. CONTRACT CONFLICTS

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. SITE RULES AND REGULATIONS

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

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

M. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

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.

N. RIGHT TO AUDIT

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

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.

O. CONFLICT OF INTEREST

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

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.

P. BID PREPARATION COSTS

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

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.

Q. ERRORS AND OMISSIONS

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

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.

R. ASSIGNMENT BY THE STATE

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

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.

S. ASSIGNMENT BY THE CONTRACTOR

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

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.

T. GOVERNING LAW

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

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.

U. ATTORNEY'S FEES

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

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.

V. ADVERTISING

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

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.

W. NOTIFICATION

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

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 Part 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.

X. EARLY TERMINATION

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

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, s, 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.

Y. BREACH BY CONTRACTOR

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

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.

Z. ASSURANCES BEFORE BREACH

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

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.

AA. ACCEPTANCE AND PAYMENT OF GOODS

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

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.

BB. FORCE MAJEURE

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

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.

CC. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

DD. PAYMENT

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

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.

EE. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. Contractor will submit invoices per facility. 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.

FF. TAXES

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

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.

GG. SEVERABILITY

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

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.

HH. PROPRIETARY INFORMATION

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

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.

II. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

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.

JJ. PRICES

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

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

Core List pricing is to remain firm for the initial 180 days of the contract.

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). No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any price decrease during the term of the contract.

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

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State

harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

KK. ETHICS IN PUBLIC CONTRACTING

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

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.

LL. INDEMNIFICATION

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

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.

3. **SELF-INSURANCE**

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

MM. ANTITRUST

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

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.

NN. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

A. SCOPE

It is the intent of this bid invitation to establish contracts to supply the following **Canteen Product Categories**: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream per the attached specifications from date of award for a period of two (2) years with the option to renew 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 end date when mutually agreeable to the vendor and the State of Nebraska.

Primary using State Agency is the Nebraska Department of Correctional Services (NDCS). Secondary using agency is 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 following **Canteen Product Categories**: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream 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 the following **Canteen Product Categories**: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream 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 Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream not called out in the Core List, as shown in the Attachments within this document

Separate Core Lists for each **Canteen Product Category** are attached which shall contain the most repetitively purchased Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream 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. **See Attachments A through J.** The Core List(s) represents 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.

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 sites which will be used by the Department of Correctional Services (NDCS).

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** (see Attachments/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.

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.

a. **CORE LIST PRICING**

The State will not accept substitutions, products need to be bid as listed. 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-J**. If there are any deviations to the specifications, i.e., size, ounces, weight, case quantity, unit price, case price, etc., the bidder is responsible for stating any such deviations on the bid sheet attachment. In the absence of any stated deviation, or exception, the bid will be accepted in strict compliance and the bidder will be held liable therefore.

Bidder(s) are not required to bid every canteen product 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 canteen product category.

b. **CORE LIST FILL RATE**

95% fill rate for core items. Back orders will not be accepted. (This applies to Core and Catalog items alike.)

c. **CATALOG/NON-CORE PRICING**

Prices for Catalog/Non-Core items shall be determined by applying the quoted discount bid on **Attachment K, Catalog Bid Sheet** 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 Catalog/Price List 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.

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. The Discount structure must be clearly stated on the bid sheets and auditable in practice by the State. 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/NONCORE ITEMS.

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

Catalog/Non-Core Categories have been identified as follows on **Attachment K Catalog Bid Sheet** (and vendor catalog items should include the following categories):

- a. Food (excluding core items)
- b. Personal Hygiene (excluding core items)
- c. Health & Beauty (excluding core items)
- d. Household (excluding core items)
- e. School/Legal (excluding core items)
- f. Clothing (excluding core items)
- g. Dental (excluding core items)
- h. Pharmacy (excluding core items)
- i. Beverage (excluding core items)
- j. Ice Cream (excluding core items)
- k. Other/Miscellaneous

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.

d. **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 OF PRODUCTS AFTER AWARD**

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 prior to making the substitution. The substitute item "shall" be equivalent in quality and the State's opinion on what is determined equivalent shall prevail and the substitute will be 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 contractor, 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 food, beverage and ice cream.

<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 canteen products 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 CONCERN/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, twenty four (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. LIST OF FACILITY/LOCATIONS & DELIVERY SCHEDULE (OPEN TIMES) may be found attached to the end of this document.

N. STANDARD DELIVERY

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

O. 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.

P. 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.**

Q. 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. Products may be ordered in less than full case quantities.

R. 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.

S. RETURNS

In the event items need to be returned to the vendor due to damage, mis-pick, etc., a credit memo will be given to the State of Nebraska. The credit memo will be applied to the referenced original billing invoice stated on the credit memo. The State of Nebraska shall not be assessed restocking charges, freight or any other form of return charges.

T. 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.

Bids will be accepted on those items listed or approved by the State of Nebraska. In all items bid, the State's opinion on what is determined equivalent shall prevail. The bidder will be held accountable for what is specified. The State reserves the right to test any alternate item(s) bid prior to awarding. If the product bid is determined not to be equivalent after bid has been awarded, contractor shall supply specified product per specifications at bid price. The State reserves the right to request samples of any product(s) listed from the bid sheet, at no expense to the State. If samples are requested, they MUST be provided within seven (7) working days of request. Failure to provide the sample, when requested, may cause that item not to be evaluated. Samples will not be returned.

Send Samples to: State of Nebraska State Purchasing Bureau
ATTN: Julie Dabydeen
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1526 K St. Ste. 130
Lincoln, NE 68508

U. RESALE

Products are for resale in inmate canteens. All product bids must follow the rules and regulations governing retail sales.

V. UPC CODES

Successful bidder(s) will be required to furnish UPC codes for awarding items within ten (10) days of contract award. On all products awarded, if substituting or sending bonus size, vendor must submit a new UPC code.

W. PROMOTIONAL ITEMS

Promotional items will not be accepted. Ten (10) days written notification of products that will contain promotional items must be submitted to DCS Purchasing – Attention: Canteen Buyer.

X. NO RED, BLUE, OR BLACK COLORS ALLOWED

Y. PROHIBITION OF CLASS CONTAINERS

No glass containers are allowed in the facilities.

Z. SPECIAL ORDERS

Limited quantities of special orders may be requested.

AA. KOSHER/HALAL PRODUCTS

All Kosher / Halal products that are delivered to the Department of Correctional Services must be labeled with industry standard certified kosher / halal symbol.

BB. CASE QUANTITY

Vendor will provide quantity per case. If adjustments on case quantity have to be made, notification to State Purchasing and approval is needed prior to the change.

CC. ALCOHOL

Products containing any alcohol are not allowed in the institutions. Products should not have any Warning Advisory.

DD. 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. Montana State Prison - Jeff Bromley 500 Conley Lake Rd Deer Lodge, MT 59722 406-846-1320
2. Deer Ridge Corr Institution - Gene Brabb 3910 Ashwood Rd Madras, OR 97741 541-325-5167
3. Clinton Corr Facility - Amber Duval Box 2002 Bannemora, NY 12929 518-492-2511 x 3225

EE. 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 accounts:

Customer Service Representative: SHARI ERICKSON
Phone Number: 707-261-4093
Fax Number: 707-261-4021
E-mail Address: shari@walkenhorts.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.

FF. 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.

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.

A. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<ol style="list-style-type: none">1. 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.
X			<ol style="list-style-type: none">2. 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.
X			<ol style="list-style-type: none">3. 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:			

Canteen Products

Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream

General Specifications and Bidder Instructions

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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.

A. CORE CANTEEN PRODUCTS AND PRICING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<ol style="list-style-type: none">1. The Bidder shall provide a bid for each Canteen core item listed in Attachments A through J.
X			<ol style="list-style-type: none">2. 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.
X			<ol style="list-style-type: none">3. The Contractor must inform the State Purchasing Bureau at least thirty (30) days prior to requesting a change. The contractor must provide documentation explaining their adjustments in costs to manufacture produce or otherwise supply the products in order to adjust the charges for any Core product. See Section IV.1.Price
NOTES/COMMENTS:			

B. DEPARTMENT OF CORRECTIONAL SERVICES

YES	NO	NO & PROVIDE ALTERNATIVE	ORDER CONFIRMATION PROCEDURES CANTEEN PRODUCTS
X			<ol style="list-style-type: none">1. A firm order for Department of Correctional Services will be provided to the Contractor by the ordering state facility a minimum of seventy two (72) hours before delivery is required.
X			<ol style="list-style-type: none">2. Line detail order confirmation will be sent via e-mail to the user placing the order within twenty four (24) hours of order being placed and if needed, any additional e-mail addresses linked to the user account.
X			<ol style="list-style-type: none">3. 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.
X			<ol style="list-style-type: none">4. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within twenty four (24) hours of receiving notice.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. All Catalog/non-core list items ordered or shipped will be invoiced separately.
NOTES/COMMENTS:			

C. DEPARTMENT OF HEALTH AND HUMAN SERVICES

YES	NO	NO & PROVIDE ALTERNATIVE	ORDER CONFIRMATION PROCEDURES CANTEEN PRODUCTS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of forty eight (48) hours before delivery is required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Line detail order confirmation will be sent via e-mail to the user placing the order within twenty four (24) hours of order being placed and if needed, any additional e-mail addresses linked to the user account.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. 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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within twenty four (24) hours of receiving notice.

NOTES/COMMENTS:

D. CANTEEN PRODUCTS

YES	NO	NO & PROVIDE ALTERNATIVE	GENERAL DELIVERY INSTRUCTIONS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Estimated delivery service to each State facility can be found on the address attachment . Facility address and delivery contacts are on attached sheets.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. 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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. 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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. 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.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>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 style="text-align: center;"><u>UPS / Fed Ex</u></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>5. 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 seventy two (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>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>6. 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>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>7. 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>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>8. 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>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>9. Deliveries must be clearly marked with the invoice/purchase order number.</p>
<p>NOTES/COMMENTS:</p> <p> </p>			

E. CATALOG CANTEEN PRODUCTS AND PRICING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional items available from the vendor, but not listed as part of the Core List.</p>
X			<p>2. 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 Non-Core Catalog List Attachment K.</p>
NOTES/COMMENTS:			

F. SECRETARY OF STATE REGISTRATION REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	<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>
X	X		<p>1. 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>a. 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>b. 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>c. 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>

	X		2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
	X		3. 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.
X			4. 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 Canteen General Product Specifications

**Form A
Bidder Contact Sheet
Invitation To Bid Number 5476 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:	Walkenhorst's
Bidder Address:	540 Technology Way Napa CA 94558
Contact Person & Title:	Shari Erickson, Marketing + Sales
E-mail Address:	Shari@Walkenhorsts.com
Telephone Number (Office):	707-261-4093
Telephone Number (Cellular):	—
Fax Number:	707-261-4021

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:	Walkenhorst's
Bidder Address:	540 Technology Way Napa CA 94558
Contact Person & Title:	Shari Erickson, Marketing + Sales
E-mail Address:	Shari@Walkenhorsts.com
Telephone Number (Office):	707-261-4093
Telephone Number (Cellular):	—
Fax Number:	707-261-4021

**ADDRESS AND RECEIVING HOURS
FOR NEBRASKA DEPARTMENT OF CORRECTIONS FACILITIES**

Facility	Facility Address	Phone/Fax	Delivery	Business Mgr/ Phone Number	Special
Letter	& Telephone Number	Number	Hours	Instructions	
A	DCS Central Warehouse 1001 Pioneers Blvd Lincoln, NE 68502	Phone: 402-479-3010 Fax: 402-479-3248	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Rex Haake 479-3010 Katina Farritor	
B	Tecumseh State Correctional Institution P.O. Box 900 Tecumseh, NE 68450	Phone: 402-335-5998 Fax: 402-335-5115	Monday-Friday 8:00AM-3:00PM	Brandi Holley 402-335-5109	David Beccard, Warehouse Teresa Kalin, FSD 402-335-5998
F	Diagnostic & Evaluation Center 3220 West Van Dorn St Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 22800/Lincoln, NE 68542	Phone: 402-471-3330 Fax: 479-6239	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	James Gibson 479-6390 Janet Boyer, FSD 402-479-6215	All items delivered to Central Warehouse unless otherwise requested.
H	Lincoln Correctional Center 3216 West Van Dorn St. 68522 P.O. Box 22800 Lincoln, NE 68542	Phone: 402-471-2861 Fax: 402-479-6100	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Holly Alm 479-6162 Janet Boyer, FSD 402-479-6215	All items delivered to Central Warehouse unless otherwise requested.
I	Cornhusker State Industries (Bus Office) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1254 Fax: 402-479-5627	8:00 AM-4:00 PM	Mike Martin	
I	Cornhusker State Industries (Warehouse) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1264 Fax: 402-471-1263	7:30AM-3:00PM	Shawn Martindale	Full semi-loads requested before noon
J	Nebraska State Penitentiary 4201 S. 14th Street Lincoln, NE 68502 <u>POST OFFICE ADDRESS:</u> P.O. Box 2500 Lincoln, NE 68542	Phone: 402-471-3161 Fax: 402-471-4326	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Sara Sump 479-3217 Shawn Shores, FSD Greg Burianek, FSD	All items delivered to Central Warehouse unless otherwise requested. 402-479-3319 402-479-3439

K	Nebraska Correctional Youth Facility 2610 N. 20th Street East Omaha, NE 68110	Phone: 402-595-2000	8:00AM- 11:00AM & 1:00pm-3:30pm	Sandra Rachwalik 402-636-8603	Chelsea Troholz, FSD 402-636-8660
L	Omaha Correctional Center P.O. Box 11099 Omaha, NE 68111	Phone: 402-595-3963 Fax: 402-595-2227	7:30AM- 10:30AM & 12:30PM- 3:30PM	William Maudlin 402-522-7001	Marlo Fannin, Warehouse Mgr Tim Dickey, FSD 402-522-7010
M	Work Ethic Camp 2309 N Hwy 83 McCook, NE 69001 <u>POST OFFICE ADDRESS:</u> P.O. Box 1150 McCook, NE 69001-1150	Phone: 308-345-8405 Fax: 308-345-8407 -	Call prior to delivery	Jon Anderjaska 308-345-8458 x219	Clarice Shields, FSD 308-345-8405 x 242
O	Community Correctional Center - Omaha 2320 E Avenue "J" Omaha, NE 68110	Phone: 402-595-2010 Fax: 402-595-2227	7:30AM- 10:30AM & 12:30PM- 3:30PM	William Maudlin 402-522-7001	Marlo Fannin, Warehouse Mgr Jeryl Carey, FSD 402-522-7065
P	Residential Treatment Center - @ NSP 4201 S. 14th Street Lincoln, NE 68502 <u>POST OFFICE ADDRESS:</u> P.O. Box 2500 Lincoln, NE 68542	Phone: 402-479-3397 -	Monday - Friday 7:00AM- 11:30AM 12:00PM- 3:00PM	Sheryl Tyrrell 479-3026 Karen Mayo 479-3025	All items delivered to Central Warehouse unless otherwise requested.
Q	DCS Pharmacy 2620 West Van Dorn St. Lincoln, NE 68522	Pharmacy Phone: 402-471-7805 & 7806 Medical Supply Phone: 402-471-7807 Fax: 402-471-7809	Monday - Friday 7:00AM-3:30PM	Steve Johnson 402-479-5703	
R	Nebraska Correctional Center for Women 1107 Recharge Rd York, NE 68467-8003	Phone: 402-362-3317 Fax: 402-362-3892	Monday - Friday 7:30AM- 10:45AM 1:30PM-4:00PM	Lisa Stanton 402-362-3317 x 222 402-362-3317 x 252	* See note below
T	Central Office, Bldg #1 (Double "Y") 801 W. Prospector Place, Bldg. #1 Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 94661	Phone: 402-471-2654 -	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	None--Contact Katina Famitor 479-5712	All items delivered to Central Warehouse unless otherwise requested.

	Lincoln, NE 68509			
W	Community Correctional Center - Lincoln 2720 West Van Dorn St. Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 22200 Lincoln, NE 68542	Phone: 402-471-6271 Fax: 402-471-6268	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Sharon Baker 471-6258 Belinda England, FSD 402-471-6263
Z	Federal Surplus 2700 West Van Dorn St. Lincoln, NE 68522	Phone: 402-471-2677	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Chris Peters 402-471-1237

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

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

Updated 5/19/2016

**CURRENT DHHS FACILITIES THAT ORDER ITEMS FOR CANTEEN
VENDOR RECEIVING HOURS AND LOCATIONS
NO DELIVERIES WILL BE ACCEPTED ON STATE HOLIDAYS**

A.	Norfolk Veterans' Home 600 E Benjamin Ave Norfolk, NE 68701 402-370-3330 Fax: 402-370-3190	Dani Fischer 402-370-4472	6:30 a.m. – 2:00 p.m. No deliveries accepted 12:00 pm-12:30 pm
B.	Lincoln Regional Center 2705 Folsom St. Lincoln, NE 68522 402-471-4444	Building 14 Linda Devore 402-479-5442	7:00 a.m. – 3:00 p.m.
C.	Youth Rehab & Treatment Center 2802 30 th Avenue Kearney, NE 68845 308-865-5313 Fax: 308-865-5323	Lindsey Eads 308/338-2004	8:00 a.m. – 4:00 p.m. Monday-Friday No Delivery 11:30 a.m. – 12:30 p.m.

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

*Highlighted Facilities currently use canteen, other facilities may use in the future.

A.	Beatrice State Developmental Center 3000 E Lincoln Blvd Beatrice, NE 68310 Diana Knoop, Purchasing 402-223-6805 Fax: 402-223-7546	Dock 5 North Laundry	6:30 a.m. – 4:00 p.m.
B.	Norfolk Veterans' Home 600 E Benjamin Ave Norfolk, NE 68701 Mitch Schwichtenberg, Supplies 402-370-4496 Fax: 402-370-3190	Delivery truck with lift	8:00 a.m. – 4:00 p.m.
C.	Grand Island Veterans' Home 2300 West Capital Ave. Grand Island, NE 68803 Rod Halm, Supply Supervisor 308-385-6252 x 487 Fax: 308-385-6257 Future Site: Central Nebraska Veterans' Home 4510 East 56 th Street Kearney, NE 68847	Loading Dock WWII Bldg Loading Dock	8:00 a.m. – 2:00 p.m. Unknown
D.	Hastings Regional Center W 2 St. PO Box 579 Hastings, NE 68901 Terry Blum, Supply Supervisor 402-462-1971 x 3305 Fax: 402-460-3134	Bldg 5 Delivery truck with lift	8:00 a.m. – 4:30 p.m.
E.	Eastern Nebraska Veteran's Home 12505 South 40 th Street Bellevue, NE 68123 Tom Dudderar, Supply Supervisor 402-591-4897 Fax: 402-591-4943	Delivery truck with lift	8:30 a.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 Linda DeVore, Supply Supervisor 402-479-5442	K Bldg Delivery truck with lift After October 2016 Bldg 14	7:00 a.m. – 3:00 p.m.
G.	Western Nebraska Veterans' Home 1102 W 42 St Scottsbluff, NE 69361 Rene Owens, Supply Supervisor 308-632-0316	Main Bldg dock	8:00 a.m. – 5:00 p.m.
H.	Norfolk Regional Center	Delivery truck with lift	7:00 a.m. – 3:00 p.m.

	1700 N Victory Rd Norfolk, NE 68701 Randall Jensen, Supplies 402-370-3103		
I.	Center For Children/Youth Lincoln Reg. Ctr., East Campus 5845 Huntington Ave. Lincoln, NE 68507 Kurt Lockard, Non-Clinical Supervisor 402-416-3233	Delivery truck with lift	8:00 a.m. – 4:30 p.m.
J.	Youth Rehab & Treatment Center 855 North 1 st Street Geneva, NE 68361 Olivia Glenn, Supplies 402-759-3164 x 224 Fax: 402-759-4804	Delivery truck with lift	8:00 a.m. – 4:00 p.m. Monday-Friday
K.	Youth Rehab & Treatment Center 2802 30 th Avenue Kearney, NE 68845 Lindsey Eads, Supplies 308-338-2004 Fax: 308-865-5323	Dock	8:00 a.m. – 2:30 p.m. Monday-Friday

Pete Ricketts, Governor

Byron L. Diamond
Director

November 21, 2016

Dear Prospective Bidder:

The State of Nebraska Purchasing Bureau is issuing the following Invitation to Bid (ITB):

ITB Number:	5476 OF
Commodity:	Canteen Products
Opening Date:	December 28, 2016; 2:00 p.m. Central Time
Buyer:	Julie Dabydeen

Copies of 5476 OF and all information relevant to this ITB to include addenda and/or amendments may be obtained from the State Purchasing Bureau web site at:

<http://das.nebraska.gov/materiel/purchasing.html>

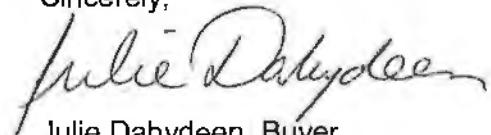
It is the responsibility of the bidder to check this site for other pertinent information and any mandatory requirements. All information relevant to this ITB, to include addenda and/or amendments that may be issued prior to the opening date, will be posted to the website.

ITB responses must be in a sealed envelope that indicates the ITB Number and Opening Date. Sealed responses must be received in the State Purchasing Bureau on or before December 28, 2016; 2:00 p.m. Central Time, at which time responses will be publicly opened. ITB response must be sent to:

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

Any problems accessing the website regarding the above ITB should be e-mailed or faxed to the State Purchasing Bureau at as.materielpurchasing@nebraska.gov or 402-471-2089.

Sincerely,



Julie Dabydeen, Buyer
State Purchasing Bureau

Pete Ricketts, Governor

ADDENDUM ONE REVISED SCHEDULE OF EVENTS

Date: December 9, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened December 28, 2016 at 2:00 p.m. Central Time

Revised 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. 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.html	December 9, 2016 December 13, 2016
4. Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 28, 2016 2:00 PM Central Time
5. Review for conformance of mandatory requirements	December 28, 2016
6. Review period	December 28, 2016 – January 10, 2016
7. Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
1. Contract finalization period	TBD
2. Contract award	TBD
3. Contract start date	March 1, 2017

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



Pete Ricketts, Governor

Byron L. Diamond
Director

Pete Ricketts, Governor

ADDENDUM TWO REVISED SCHEDULE OF EVENTS

Date: December 13, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened December 28, 2016 at 2:00 p.m. Central Time

Revised 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. 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.html	December 9, 2016 December 13, 2016 December 14, 2016
4. Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 28, 2016 2:00 PM Central Time
5. Review for conformance of mandatory requirements	December 28, 2016
6. Review period	December 28, 2016 – January 10, 2016
7. Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
1. Contract finalization period	TBD
2. Contract award	TBD
3. Contract start date	March 1, 2017

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

Pete Ricketts, Governor

ADDENDUM THREE REVISED SCHEDULE OF EVENTS

Date: December 14, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened December 28, 2016 January 6, 2017 at 2:00 p.m. Central Time

Revised 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. 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.html	December 9, 2016 December 13, 2016 December 14, 2016 December 15, 2016
4. Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 28, 2016 January 6, 2017 2:00 PM Central Time
5. Review for conformance of mandatory requirements	December 28, 2016 January 6, 2017
6. Review period	December 28, 2016 – January 10, 2016 January 6, 2017 – January 19, 2017
7. Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
1. Contract finalization period	TBD

Materiel Division • Bo Batehlo, Materiel Administrator

Administrative Services • 1526 K Street, Suite 130 • Lincoln, Nebraska 68508 • Phone: 402-471-8500 • Fax: 402-471-2089



Byron L. Diamond
Director

Pete Ricketts, Governor

ACTIVITY		DATE/TIME
2.	Contract award	TBD
3.	Contract start date	March 1, 2017

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

ADDENDUM FOUR QUESTIONS and ANSWERS

Date: December 15, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened December 28, 2016 January 6, 2017 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.

Question Number	ITB Section Reference	ITB Page Number	Question	State Response
1.	D	20	Please clarify that although prices for Core Items (Section D page 20 of ITB) may not change for 180 days and only thereafter as the manufacturer changes their prices; items in our Catalog (on Attachment K) may be re-priced on the regular schedule at which we issue new catalogs.	Core List Pricing is to remain firm for the initial 180 days of the contract, after initial 180 day period, price adjustments may be requested by the contractor(s). New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt of notice to the State Purchasing Bureau from the contractor.
2.			Please describe exactly how the items will be evaluated. Price and extended prices as shown on the spreadsheets, but will variety, quality, the inclusion of fat-free, low-salt, kosher, halal, vegan and gluten-free items be awarded any points or consideration? a. Part Z on page 5 (page 13 of the ITB pdf)	Points are not awarded. Award will be made by lowest bid prices that meet the specifications outlined in the ITB. a. Award will not be scored or weighed based on reputation, past performance, and pricing. As indicated in the ITB it will be awarded based on price per ounce and

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			<p>seems to indicate that bids will be evaluated based on prices, location, quality and delivery terms; but section S on page 4 (page 11 of the pdf) of the ITB indicates that in addition to the evaluation of merchandise and pricing, bidders will be scored on several other factors including the quality of performance on prior contracts. How will the state weigh vendor reputation and past performance vs. merchandise pricing?</p> <p>i. Section V (ITB page 5) reserves the right to check references; would the state like bidders to provide references within Nebraska who can attest to their history of delivering products and services as promised to local correctional facilities?</p> <p>ii. Part B on page 7 (14 of the pdf) says that bidders must disclose whether they have been debarred or, "proposed for debarment" in any jurisdiction. How would bidders know whether they had been internally proposed for debarment by any agency? Should bidders provide a list to the state of all agencies who have cancelled a contract or notified the bidder of a breach so that the state may contact them and determine whether the bidder was "proposed for debarment?"</p>	<p>meeting the specifications for the products outlined in the Invitation to Bid.</p> <p>i. Negative references maybe a consideration as well as any contracts that have been canceled for other than convenience.</p> <p>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.</p> <p>ii. If an entity has notified a vendor of debarment or potential debarment these must be disclosed.</p>
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3.		<p>In 2013 we participated in a solicitation (NDCS RFP# 69849-03, Inmate Automated Services) that resulted in another vendor being awarded a contract (Contract Number 58884 O4, Buyer: Chris Loomis, Asst. Materiel Admin.) that included exclusive supply of canteen merchandise. That contract was to run <u>through 2023</u>. Is that contract still in force or has it been delayed or terminated?</p> <ul style="list-style-type: none"> a. If it is still in force, will the selected vendor(s) need to import orders from or receive data from that vendor's inmate banking software (the 2013 RFP called for the selected vendor to process all canteen orders electronically)? b. If it has been delayed, will the state please clarify whether the two-year term of this contract is subject to revocation or alteration if and when the 2013 contract takes effect? c. Will the selected vendor(s) for this solicitation be selected in addition to or as a replacement for the vendor awarded the canteen merchandise sales in 2013? i. Of the usages shown on the spreadsheets (attachments A-K, column D 'Est. Annual Usage'), how much should we assume will be bought under these contracts and how much under the 2013 award? 	<ul style="list-style-type: none"> a. The commissary portion of the contract referenced (69849-03 or 58884 O4) is not applicable to this ITB 5476 OF and resulting contract(s). The canteen portion of that contract was not implemented. 58884 O4 was through 2017 initial period. The renewal options will not be exercised, per DCS. b. The contract(s) resulting from this bid 5476 OF are anticipated to be in place through at least the two year initial cycle. c. ITB 5476 OF replaces the commissary portion of 58884 O4. i. The estimated usages are for the contract(s) to be awarded from 5476 OF are stand-alone usage figures.
4.		<p>When the bid sheet (Attachment B Personal Hygiene lines 104-109 for instance) specifies, "Animal-free" does that mean that the item's packaging must include the phrase Animal-free or Cruelty-free etc.? Or may we bid any item provided that the manufacturer will certify that it is animal-free?</p>	<p>The verbiage does not need to be on the package, but certification from the manufacturer must be provided upon request.</p>
5.		<p>When the bid sheet specifies "Lotion, Medicated," (Attachment B line 71 for instance) must the item bid have the word medicated on its label, or may we offer any item provided that the manufacturer will certify it is medicated?</p>	<p>See response to #4 above.</p>

Pete Ricketts, Governor

6.		<p>In addition to the questions submitted yesterday, we are unclear about how to interpret the oz. sizes on the bid menus (Attachments A-K). On some lines the size is listed as a maximum size, on others there is just a number of ounces. Is that oz. number a maximum, a target, is that size +/- 20% the acceptable range? How will variations from the listed target size be scored?</p>	<p>The cost sheet breaks the pricing down by ounce to accommodate for variations in size. If Maximum sizing is identified, larger items bid will not be considered. For items listed in terms of ounces without a maximum or minimum, this is a guidance size.</p>
7.		<p>Specifically, the rules regarding what is an allowable oz. size and how variations or exceptions will be evaluated affect the following line items:</p> <p>Attachment A Questions</p> <p>LINE ITEM: Beans Instant. In order to provide the State of Nebraska the most competitive price we request that the item size be expanded to include 8oz.?</p> <p>LINE ITEM CANDY BARS: Is there a size range in which candy bars need to be in?</p> <p>LINE ITEM: JOLLY RANGERS. Can size be above or below 7 oz.?</p> <p>LINE ITEM: TOOTSIE POPS: Can size be above or below 7.75 oz.?</p> <p>LINE ITEM: M&M PEANUT: Can size be above or below 16 oz.?</p> <p>LINE ITEM: M&M PLAIN: Can size be above or below 16 oz.?</p> <p>LINE ITEM: TOOTSIE ROLL MIDGET. Can size be above or below 9.75oz.?</p> <p>LINE ITEM: TWIZLERS: Can size be above or below 16oz.?</p> <p>LINE ITEM: CHICKEN. Can item size be above 3 oz.?</p> <p>LINE ITEM: COOKIES 6OZ. Can item size be above or below 6oz.?</p> <p>LINE ITEM: COOKIES 16 OZ. Can item size be above or below 16oz.?</p> <p>LINE ITEM: CRACKERS CHEEZ-ITZ. Can item size be above or below 10oz.?</p> <p>LINE ITEM: KEEBLER CLUB CRACKER. Can item size be above or below 16oz.?</p> <p>LINE ITEM: CRACKERS GRAHAM: Can</p>	<p>LINE ITEM</p> <p>Beans - accepted</p> <p>Candy Bar - No candy bar larger than 5 oz.</p> <p>Jolly Ranchers - Yes to below but not above 7 oz.</p> <p>Tootsie Pops - accepted</p> <p>M&M Peanut/Plain - not above 16 oz.</p> <p>M&M Peanut/Plain - not above 16 oz.</p> <p>Tootsie Roll Midget - Size can be below, but not above</p> <p>Twizzler - can be below, but not above</p> <p>Chicken - yes to below; No larger than 6 oz.</p> <p>Cookies - yes to below; Not to exceed 16 oz.</p> <p>Cheeze-Itz - yes to below; Not above 10 oz.</p> <p>Keebler - Yes below; Not above 16 oz.</p>

Pete Ricketts, Governor

			<p>Item size be above or below 16oz.?</p> <p>LINE ITEM CRACKERS SNACK: Can item size be above or below 12 oz.?</p> <p>LINE ITEM KEEBLER TOWNHOUSE CRACKERS: Can a equivalent Buttery Round Cracker be submitted?</p> <p>LINE ITEM CREAMER: Can item size be above or below 15 oz.?</p> <p>LINE ITEM: DIP FRITO LAY BRAND. Can items bid be a brand other than Frito Lay.?</p> <p>LINE ITEM: FISH STEAKS. Can items bid include fillets and whole fish</p> <p>LINE ITEM: FRUIT CUPS. In order to provide the State of Nebraska with the most competitive pricing we request that the size range be expanded to included 7 oz Dole Fruit Cup.?</p> <p>LINE ITEM JACK LINKS: Is the state requesting meat sticks or beef jerky.?</p> <p>LINE ITEM: JACK LINKS: Can an equivalent brand be bid such as Legendary Meat Snacks or O'Brien.?</p> <p>LINE ITEM: JACK LINKS. Can item size be above or below 1oz.?</p> <p>LINE ITEM: MIRACLE WHIP. Can item bid include single serve mayo?</p> <p>LINE ITEM: LEMON JUICE. Can item size be above or below 2.5 oz.?</p> <p>LINE ITEM: POPCORN CARAMEL. Can the item size be above or below 6oz.?</p> <p>LINE ITEM: SUGAR CUBES. Can item be sugar granules?</p> <p>LINE ITEM: SUGAR CUBES. Can item size be above or below 1lbs?</p> <p>LINE ITEM SWEETENER: Can item size be above or below 100?</p> <p>LINE ITEM SWEETENER: In order to provide the State of Nebraska the most competitive pricing we request that item size be increased to include 110?</p> <p>LINE ITEM: TORTILLAS. In order to provide the State of Nebraska with the most competitive pricing we request that item size be increased to included 15oz.?</p> <p>LINE ITEM: TUNA. Can an equivalent</p>	<p>Graham-Yes to below; No larger than 16 oz.</p> <p>Crackers Snack- Yes to below, No to larger than 16 oz.</p> <p>Keebler Townhouse -Yes to substitution on cracker; a sample may be requested.</p> <p>Creamer-Yes to below no to over 15 oz.</p> <p>Dip Frito Lay Brand-Yes, other brands are acceptable; a sample may be requested</p> <p>Fish steaks- Fish in a pouch only.</p> <p>Fruit cup-No. This is security item for the facilities.</p> <p>Jack links-both are acceptable</p> <p>Jack link-yes; a sample may be requested.</p> <p>Jack links-Yes, not above 3 oz.</p> <p>Miracle whlp-Yes</p> <p>Lemon Juice-Not above 2.5 oz.</p> <p>Caramel popcorn-yes below but not above 6oz</p> <p>Sugar cubes- No, cubes not granules. Not above one pound.</p> <p>Sweetener-below yes; Not above 110</p> <p>Sweetener Yes</p> <p>Tortillas-Not to exceed 15 oz.</p>
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Pete Ricketts, Governor

			<p>brand be bid such as Chicken of the Sea or Fisherman's Paradise?</p> <p>LINE ITEM: PASTRY. Do the individually wrapped pastry need to have a bar code on them?</p>	<p>Tuna-Yes with sample submitted and approved.</p> <p>Pastry-Yes</p>
8.			<p>Attachment B Questions</p> <p>LINE ITEM: CREAM BLEACHING. Can item size be above or below .75?</p> <p>LINE ITEM: CREAM NOXEMA. Can Item size be above or below 2.5oz.?</p> <p>LINE ITEM: SHAMPOO. Can Item size be above or below 15oz?</p> <p>LINE ITEM: ETHNIC SHAVE CREAM. Is this a razorless shave cream?</p> <p>LINE ITEM: SHAVE GEL NAME BRAND. Can item size be above or below 11 oz.?</p>	<p>Cream Bleaching – This item will not be awarded due to facility security concerns.</p> <p>Noxema-Below, not above</p> <p>Shampoo-No larger than 16 oz.</p> <p>Ethnic Shave Cream-May be used with or without a razor.</p> <p>Shave Gel-11 oz. or below only.</p>
9.			<p>Attachment C Questions</p> <p>LINE ITEM: HEADPHONE KOSS. Can we bid an equivalent brand like Clear Tunes?</p> <p>LINE ITEM: MUG. In order to provide the State of Nebraska the most competitive price we request that the size range be expanded to include 16oz.?</p>	<p>Attachment C does not include Headphones. Please see answer in number 10.</p>
10.			<p>Attachment D</p> <p>LINE ITEM: HEADPHONE KOSS. Can we bid an equivalent brand. Clear Tunes?</p> <p>LINE ITEM: MUG. In order to provide the State of Nebraska the most competitive price we request that the size range be expanded to include 16oz.?</p>	<p>Headphones-Yes. DCS would like to offer both a name brand and a generic</p> <p>Mug-yes, no larger than 22.5 oz.</p>
11.			<p>Attachment G Questions</p> <p>LINE ITEM: DENTURE TABLETS: Can item size be above or below 40ct.?</p> <p>LINE ITEM: MOUTHWASH NAME BRAND. In order to provide the State of Nebraska the most competitive pricing we request size range be expanded to include 16oz.?</p> <p>LINE ITEM TOOTHPASTE: SENSODYNE. Can item be brand other than Sensodyne?</p>	<p>Denture Tablet - Yes</p> <p>Mouthwash-No larger than 16 oz.</p> <p>Sensodyne-No; this is a medical requirement</p>

Pete Ricketts, Governor

12.			<p>Attachment I Questions</p> <p>LINE ITEM: FOLGERS COFFEE. Can equivalent brand be bid?</p> <p>LINE ITEM: FOLGERS DECAF SINGLE. We request to bid an equivalent national brand?</p> <p>LINE ITEM: COFFEE MAXWELL HOUSE: In order to provide the State of Nebraska with the most competitive price we request that the size range be expanded to include 8oz.</p> <p>LINE ITEM: COFFEE MAXWELL HOUSE. Can an equivalent national brand be bid?</p> <p>LINE ITEM: DRINK MIXES. Can item size be above or below 19oz.?</p> <p>LINE ITEM DRINK MIX CRYSTAL LIGHT: Can an equivalent National brand be bid such as Wyler's?</p> <p>LINE ITEM: HOT CHOCOLATE POUCH. We request the equivalent brand Back Country be added to the approved brands?</p> <p>LINE ITEM GRAPEFRUIT JUICE. Can size be expanded to include 15.1 oz. plastic bottle?</p> <p>LINE ITEM: ORANGE JUICE. Can size be expanded to include 15.1oz plastic bottle?</p> <p>LINE ITEM: V-8 JUICE. Can size be expanded to include 11.5 oz. plastic bottle?</p> <p>LINE ITEM: TEA BAGS. Can package size be expanded to include 100 CT?</p> <p>LINE ITEM: TEA NESTEA TEA (POUCH). Is this an individual Tea Bag or Drink Mix Stick?</p>	<p>Folgers Coffee-Yes; a sample may be requested.</p> <p>Folgers Decaf Single-Name brand or generic Yes; a sample may be requested.</p> <p>Coffee- Yes; accepted.</p> <p>Coffee -Yes; a sample may be requested.</p> <p>Drink mixes-No larger than 19 oz.</p> <p>Drink Mix Crystal Light- Yes, a sample may be requested.</p> <p>Hot Chocolate -Yes; a sample may be requested.</p> <p>Grapefruit Juice -Yes</p> <p>Orange Juice -Yes</p> <p>V-8 Juice -Yes</p> <p>Tea bags-Yes</p> <p>Nestea Pouch -Individual bag (pouch)</p>
13.		28	On page 28 of the ITB Solicitation #5476 OF, A 1, Is this an all or none bid? If a vendor can only supply a few items, can they still submit a bid?	A vendor may bid on any combination of or all items. Awards will be made in the best interest of the State.
14.		28/30	On page 28/30 of the ITB Solicitation #5476 OF, B 1, D5, What happens if the vendor will need more than the 72 hour window for each order that has been provided to vendor? Is the 72 hours only during normal business hours?	Orders have to be accepted, processed (not delivered) and acknowledged within 72 hours. Orders are typically placed by DCS every Tuesday before noon.

Pete Ricketts, Governor

15.	Front Page	Cover Page	Does the employment of 5 or more people in the State of Nebraska for a period of 3 or more years qualify for the "Nebraska Contractor" preference?	This is not a preference; it is for statistical tracking purposes only. 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" 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."
16.	N	4	Does the bidder need to submit an "alternate" bid for items that do not meet the exact specifications or should all items being offered, be submitted under one bid?	Bidders may submit alternate bids. Please use a separate attachment for listing of additional flavors. In regard to submission of alternate bids, please use the bid sheet and identify as alternate.
17.	Attachment B	Row 142	Is the following Ounce size a typo? "SUNBLOCK, SPF 30 NAME BRAND, LIST BRAND, 40 OZ" Is this meant to be a 4 oz size?	4 oz. is the correct size for Sunblock.
18.	General Question	General Question	Where a brand is listed in the description, is bidding the actual brand more important of a factor than the price (since typically name brands are more expensive than private label brands)?	Brand Name, unless identified as no Substitute (See Sensodyne above) is given as guidelines for product. An Alternative can be submitted with sample provided.

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



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Staff

STATE PURCHASING BUREAU

Invitation to Bid for Commodity

ITB Number 5476 OF

BUYER:

Julie Dabydeen

PROJECT DESCRIPTION:

The State of Nebraska is seeking a qualified contractor to provide Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream. Written Questions regarding the project are due no later than December 7, 2016.

		Date Posted/ Projected Completion	Document Format(s)
VENDOR:	Project Documents		
Information	Invitation to Bid	11/21/16	PDF
Pre-Solicitation Notices	Attachment A - Food Products Core List	11/21/16	EXCEL
Bid Tabulations	Attachment B - Personal Hygiene Products Core List		EXCEL
VMS Staffing Service	Attachment C - Health and Beauty Products Core List		EXCEL
Contract Information	Attachment D - Household Products Core List		EXCEL
Bid Opportunities:	Attachment E - Legal and School Supplies Core List		EXCEL
Announcements & Notes	Attachment F - Clothing Products Core List		EXCEL
Commodity Bids	Attachment G - Dental Products Core List		EXCEL
Services Bids	Attachment H - Pharmacy Core List		EXCEL
Agency Processed Bids	Attachment I - Beverage Core List		EXCEL
	Attachment J - Ice Cream, Novelties and Sherbet Products Core List		EXCEL
	Attachment K - Canteen Non-Core/Catalog Bid Sheet		EXCEL
	Attachment One	XX/XX/XX	
STATE AGENCIES:	Addendum One - Questions and Answers	XX/XX/XX	
Information & Forms	Mandatory Walkthrough (if applicable)	XX/XX/XX	
Direct Market Letter	ITB Bid Opening Date	12/28/16	
CONTRACTS:	Bid Tabulation by SPB typically within 2 business days	XX/XX/XX	
Search	Bid Review at Agency typically at least 5 business days	XX/XX/XX	
OTHER LINKS:	Agency Award Recommendation Received	XX/XX/XX	
AS Home	SPB Review of Award Recommendations	XX/XX/XX	
Governor	Award of Bid (if applicable)	XX/XX/XX	
	Intent to Award	XX/XX/XX	
	Post Awarded Bid Tabulation	XX/XX/XX	
	Secretary of State Registration/Letter of Good Standing	XX/XX/XX	
	Submission of Certificate of Insurance (if applicable)	XX/XX/XX	
	Finalization of Terms and Conditions (if applicable)	XX/XX/XX	
	Contract Signing & Distribution	XX/XX/XX	

Contract XXXX OC effective XX/XX/XX

XX/XX/XX

Bid Opportunities

- [Announcements & Notes](#)
- [Commodity Bid Opportunities](#)
- [Services Bid Opportunities](#)
- [Agency Processed Bid Opportunities](#)

- Some electronic version are in Adobe Acrobat PDF. [Download the free Acrobat Reader](#) to view these files.
- Some electronic versions are in Microsoft Word. Download the [free Word 2003 Viewer](#) to view these files.
- Some electronic versions are in Excel. [Download the free Excel 2003 Viewer](#) to view these files.

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ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
BACON, PRECOOKED	Ind Serving	17,179					\$ -		
							\$ -		
							\$ -		
BEANS, INSTANT, REFRIED, POUCH ONLY	Max. 7 Oz.	95,564					\$ -		
							\$ -		
							\$ -		
BEANS, VEGETARIAN, LIST BRANDS, POUCH ONLY	Max. 16 Oz.	Unknown					\$ -		
							\$ -		
							\$ -		
BEANS, W/ PORK, LIST BRANDS, POUCH	Max. 8 Oz.	786					\$ -		
							\$ -		
							\$ -		

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* CANDY BARS	Regular	127,310				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

NO BID THIS PAGE

* Please submit on an attachment flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelflife on pastries and snack products, 30 days from delivery date.

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* CANDY, CHOCOLATE, PACKAGE, (SEND SAMPLES)	PK	15,974				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* CANDY, NON-CHOCOLATE PACKAGE (SEND SAMPLES)	PK	180,897	Good 'n' Plenty 1.8 oz	1.00		24	\$ 24.00	3111-011	
			Starburst Original 2.07 oz	.90		36	\$ 32.40	94784-030	
			Starburst Tropical 2.07 oz	.90		36	\$ 32.40	94784-035	
			Brach's Jelly Beans 11 oz	2.30		12	\$ 27.60	14781-007	
			Hot Tamales 8.3 oz	1.90		12	\$ 22.80	3111-024	
			Trolli Apple-O's 4.25 oz	1.30		12	\$ 15.60	14781-503	
			Trolli Classic Bears 5 oz	1.30		12	\$ 15.60	14781-604	
			Trolli Peachie-O's 4.25 oz	1.30		12	\$ 15.60	14781-605	
			Trolli Sourbrite Crawlers 5 oz	1.30		12	\$ 15.60	14781-607	
			Trolli Squiggles 5 oz	1.30		12	\$ 15.60	14781-606	
* CANDY, JOLLY RANCHERS, BRACH'S	7 Oz.	20,190					\$ -		

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
CANDY, SUGARLESS , SORBEE OR EQUIVALENT	Max. 6 Oz.	878					\$ -		
CANDY, TOOTSIE POPS	7.75 Oz.	3,028					\$ -		
* CANDY, M&M PEANUT	16 Oz.	6,518	M + M Peanut Candy 11.4 oz	4.20		24	\$ 100.80	58182-083	
* CANDY, M&M PLAIN	16 Oz.	3,694	M + M Plain Candy 11.4 oz	4.20		24	\$ 100.80	58182-063	
CANDY, TOOTSIE ROLL, MIDGET	9.75 Oz.	790					\$ -		
* CANDY, TWIZZLERS, ALL FLAVORS	16 Oz.	4,176					\$ -		
* CANDY, TWIZZLERS, PULL & PEEL, ALL FLAVORS	13-16 Oz.	Unknown					\$ -		

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CERTS MINTS	24 Ct.	1,799					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
CHEESE SQUEEZE BOTTLE, LIST FLAVORS, MUST INCLUDE MILD AND HOT	Max. 16 Oz.	43,437					\$ -		
CHICKEN, WHITE CHUNK, POUCH ONLY	3 Oz.	63,433					\$ -		
							\$ -		

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* CHIPS, LIST BRAND, LIST FLAVORS (INCLUDE PRETZLES) 16 OZ Max.	Bag	150,143				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

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* CHIPS, LIST BRANDS, LIST FLAVORS (INCLUDE PRETZLES)	Ind Serving	2,254				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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* SNACK/PARTY MIX LIST FLAVORS	7.75 - 12 Oz.	14,543				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
COOKIES, INDIVIDUAL, LIST BRAND, LIST FLAVOR	6 Oz.	79,217				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

NO BID THIS PAGE

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs, and (Identify Kosher, Halal and Animal Free Products Bidding)
COOKIES, PACKAGE, LIST BRAND, LIST FLAVOR	16 Oz.	59,172				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
* CORNNUTS, LIST FLAVORS	Ind Serving	14,084	CORN NUTS Ranch 1.7 oz	.80		36	\$ 28.80 -	14002-022	
			CORN NUTS PICANTE 1.7 oz	.80		36	\$ 28.80 -	14002-021	
			CORN NUTS ORIGINAL 1.7 oz	.80		36	\$ 28.80 -	14002-023	
			CORN NUTS BBQ 1.7 oz	.80		36	\$ 28.80 -	14002-019	
CRACKERS, CHEESE, CHEEZIT OR EQUIVALENT	10 Oz.	6,916				\$	-		
* CRACKERS, CINNAMON CRISPS, KEELBER'S	4.5 Oz.	Unknown				\$	-		

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CRACKERS, CLUB, KEEBLER'S	16 Oz.	Unknown				\$	-		
CRACKERS, CLUB, KEEBLER'S	5.25 Oz.	818				\$	-		
* CRACKER, GRAHAM, LIST FLAVORS	16 Oz.	1,953				\$	-		
* CRACKER, SALTINE, LIST VARIETIES	16 Oz.	6,138				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* CRACKERS SANDWICH, LIST FLAVORS	Ind Serving	13,289					\$	+	
							\$	-	
							\$	-	
							\$	+	
							\$	-	
* CRACKER, SNACK	12 Oz.	31,358					\$	-	
							\$	-	
							\$	-	
							\$	-	
							\$	-	
CRACKER, TOWNHOUSE, KEEBLER	16 Oz.	Unknown					\$	-	
							\$	-	

NO BID THIS PAGE

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DESCRIPTION	SIZE	ANNUAL EST. USAGE PER UNIT	SPECIFY BRANDS & SIZE BIDDING	UNIT PRICE BY EACH	UNIT PRICE PER OUNCE	CASE QUANTITY	CASE PRICE	BIDDER'S PRODUCT NUMBER	STATE ANY CHANGES FROM SPECS. AND (IDENTIFY KOSHER, HALAL AND ANIMAL FREE PRODUCTS BIDDING)
CREAMER, COFFEE. LIST BRAND, LIST FLAVORS	15 Oz.	20,969					\$ -		
							\$ -		
							\$ -		
* DIP, FRITO LAY BRAND. LIST FLAVORS	9 Oz.	Unknown					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

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* FISH STEAKS, POUCH ONLY	3.50 Oz.	39,221					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
* FRUIT CUP, MIXED, PLASTIC CUP	Max. 4 Oz.	434					\$ -		
							\$ -		
* GUM, LIST FLAVORS	5 Pk.	21,646					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

NO BID THIS PAGE

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* GUM, SUGAR FREE, LIST FLAVORS	5 PK.	Unknown					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
HAM, CHUNK, POUCH	3 Oz.	4,680					\$ -		
							\$ -		
HONEY, SQUEEZE BOTTLE	Max. 12 Oz.	5,540					\$ -		
* JACK LINKS, LIST FLAVORS (SUBMIT SAMPLES)	1 Oz.	Unknown					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
JELLIES, ASSORTED FLAVORS	Ind Serving	66,912					\$ -		
							\$ -		
KIPPER SNACK, POUCH ONLY	4 Oz.	Unknown					\$ -		
KRAFT MIRACLE WHIP INDIVIDUALS	Ind Serving	69,557					\$ -		
							\$ -		
LEMON JUICE, SQUEEZE BOTTLE	Max. 2.5 Oz.	5,932					\$ -		
MUSTARD AND KETCHUP PACKETS	Ind Serving	2643-K 4043-M					\$ -		
							\$ -		
* NUTS, LIST TYPE AND FLAVORS, BAG	Max. 10 Oz.	76,480					\$ -		
							\$ -		

NO BID THIS PAGE

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COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* OATMEAL INSTANT PKTS, BOX, LIST FLAVORS	6-12 Pks.	22,007					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
OYSTERS, SMOKED, WHOLE, POUCH ONLY	Max. 3.75 Oz.	Unknown					\$ -		
PEANUT BUTTER, SMOOTH, LIST BRANDS	Max. 18 Oz.	14,966					\$ -		
							\$ -		
							\$ -		

NO BID THIS PAGE

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.
NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
PEANUT BUTTER, CHUNKY, LIST BRAND	Max. 18 Oz.	5,884					\$ -		
							\$ -		
							\$ -		
PEPPERS, JALAPENO, SLICED, RESEALABLE, PLASTIC CONTAINER	Max. 12 Oz.	18,267					\$ -		
PICKLES, REGULAR AND HOT, INDIVIDUALLY WRAPPED	EA	22,060					\$ -		
							\$ -		
							\$ -		
* POPCORN, BAGGED, LIST FLAVORS (8 OZ Max.)	2-8 Oz	29,204					\$ -		
							\$ -		
							\$ -		

NO BID THIS PAGE

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ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* POPCORN, CARAMEL. LIST BRANDS	6 Oz.	5,402				\$	-		
						\$	-		
						\$	-		
* POUCH, PRE-COOKED MEALS	Inc Serving	67,230				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

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ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
PUDDING CUPS, NON-REFRIGERATED, 4 PACK	Max. 4 Oz	2,960				\$	-		
RICE, INDIVIDUAL, LIST BRAND, LIST FLAVORS, PLASTIC POUCH, 8 OZ Max.	EA	65,937				\$	-		
SALAMI, BEEF, (SUBMIT SAMPLE WITH BID)	3-5 Oz.	14,388				\$	-		
SARDINES, LIST FLAVORS, POUCH ONLY	Max. 3.75 Oz	17,448				\$	-		

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ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
SAUCE, LOUISIANA HOT	Max. 6 Oz.	8,595					\$ -		
*	SAUCE, PICANTE, SQUEEZE BOTTLE, HOT AND MILD	Max. 11.5 Oz.	3,437				\$ -		
*	SAUSAGE, BEEF SUMMER, LIST FLAVORS, SUBMIT SAMPLES W/BID	3-5 Oz.	105,314				\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

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ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* SAUSAGE, VIENNA, LIST FLAVORS - POUCH ONLY, SUBMIT SAMPLES W/BID	Max. 5 Oz.	Unknown				\$	-		
SHRIMP, TINY, POUCH ONLY	Max. 4.5 Oz.	Unknown				\$	-		
* SOUP, LIST FLAVORS (MUST INCLUDE CAJUN), CUP ONLY	Ind Serving	607,682				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

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ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
SOUP, LIST FLAVORS (MUST INCLUDE CAJUN), PACKAGE ONLY	Ind Serving	Unknown				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
* SPAM, LIST FLAVORS, POUCH ONLY	Max. 7 Oz.	6,558				\$	-		
SUGAR	Ind Serving	112,596				\$	-		

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ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
SUGAR CUBES	16 Oz.	5,176					\$ -		
							\$ -		
SWEETENER, ARTIFICIAL	100/BX	11,177					\$ -		
							\$ -		
TORTILLAS, FLOUR (4/BAG), NON- REFRIGERATED, SUBMIT SAMPLE W/BID	Max. 11.5 Oz.	116,146					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
* TUNA, STARKIST, OIL AND WATER PACKED	Max. 6.5 Oz.	51,832					\$ -		
							\$ -		

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ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* FRESH PASTRIES/MUFFINS, INDIVIDUALLY WRAPPED, SINGLE SERVING SIZES, FROZEN PRODUCT NOT ACCEPTABLE. SHELF LIFE - MINIMUM 10 DAYS FROM DELIVERY DATE	Ind Serving	175,234				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

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FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* SNACK PRODUCTS, INDIVIDUALLY WRAPPED SERVINGS, BOXED - PRODUCTS INCLUDING GRANOLA BARS, ETC.	Ind Serving	76,196					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

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FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs, and (Identify Kosher, Halal and Animal Free Products Bidding)
* ICE CREAM, MINIMUM REQUIREMENT OF 7 FLAVORS - MUST PROVIDE WOODEN SPOONS	PINT	68,658				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

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ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* ICE CREAM NOVELTIES, MINIMUM 4 PRODUCTS INCLUDING: DRUMSTICKS, MALT CUPS, ICE CREAM BARS, ETC.. MUST PROVIDE WOODEN SPOONS	EA	12,096				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
MEAT, PEPPERONI, SLICED, PACKET, (SUBMIT SAMPLES)	3.5 Oz	277,999					\$ -		
MEAT, SALAMI, SLICED, PACKET, (SUBMIT SAMPLES)	3.5 Oz	3,565					\$ -		
*							\$ -		
SHERBERT, LIST FLAVORS, MUST PROVIDE WOODEN SPOONS	PINT	3,363					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

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NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
CAP, SHOWER, INDIVIDUAL PLASTIC	EA	4,145				\$	-		
CLIPPER, FINGER NAIL, NO FILE, INDIVIDUAL	EA	1,278				\$	-		
CLIPPER, TOE NAIL, NO FILE, INDIVIDUAL	EA	3,793				\$	-		
COMB, AFRO, PLASTIC 9.25 " MAXIMUM	EA	529				\$	-		
COMB, BARBER, METAL	NO	909				\$	-		
COMB, POCKET, 5 " MAXIMUM, PLASTIC, INDIVIDUAL	EA	1,556				\$	-		
COMB, HAIR PICK, PLASTIC, LARGE, INDIVIDUAL	EA	456				\$	-		
CREAM, BLEACHING, BLK AND WHITE, 1 OZ	EA	26				\$	-		
CREAM, COCOA BUTTER STICK, 1 OZ	EA	UNKNOWN				\$	-		

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PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
CREAM, NOXZEMA, SKIN, 2.5 OZ	EA	1,515				\$	-		
DEODORANT, ROLL ON, LIST BRAND, ANIMAL FREE, KOSHER, 1.5 TO 3 OZ	EA	12,414				\$	-		
						\$	-		
						\$	-		
						\$	-		
DEODORANT, SOLID, LIST BRAND, ANIMAL FREE, KOSHER, 1.5 TO 3 OZ	EA	6,902				\$	-		
						\$	-		
						\$	-		
						\$	-		

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PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS **COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE**									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
DEODORANT, STICK, LADIES/MEN, LIST BRANDS, ANIMAL FREE, KOSHER, 1.5 TO 3 OZ SIZE	EA	10,776				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***										
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)	
DISH, SOAP, TWO PIECE, (NO HINGE)	EA	3,486					\$ -			
HAIR BRUSH, GROOMING CLUB/PALM, INDIVIDUAL	EA	1,179					\$ -			
HAIR BRUSH, VENTED STYLING, INDIVIDUAL	EA	707					\$ -			
							\$ -			
CONDITIONER, LIST BRAND, ANIMAL FREE, KOSHER 15 OZ MAXIMUM	EA	UNKNOWN					\$ -			
							\$ -			
							\$ -			
CONDITIONER, BRAND NAME, LIST BRAND, ANIMAL FREE, KOSHER 15 OZ MAXIMUM	EA	7,997					\$ -			
CONDITIONER, LEAVE IN, LIST BRAND, 15 OZ MAXIMUM	EA	UNKNOWN					\$ -			
CONDITIONER, ETHNIC, LIST BRAND, 15 OZ MAX	EA	UNKNOWN					\$ -			
CONDITIONER, GENERIC, 15 OZ MAXIMUM	EA	UNKNOWN					\$ -			
CONDITIONER, SUAVE WATERFALL MIST, NO SUBSTITUTION, 12 OZ.	ea	1,000								
HAIR DRESSING, LIST BRAND, 3.5 OZ MAXIMUM	EA	1,281					\$ -			
HAIR DRESSING AND CONDITIONING, ETHNIC, LIST BRANDS, 4.5 OZ MAXIMUM	EA	56					\$ -			
							\$ -			

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)	
HAIR FOOD, ETHNIC, LIST BRAND, 5.5 OZ MAXIMUM	EA	1,166				\$	-			
						\$	-			
HAIR FOOD GENERIC, 4.5 OZ MAXIMUM	EA	UNKNOWN				\$	-			
						\$	-			
HAIR MOISTURIZER ETHNIC, LIST BRAND, 8 OZ MAXIMUM	EA	UNKNOWN				5	-			
						\$	-			
						\$	-			
HAIR MOISTURIZER LIST BRAND, 8 OZ	EA	UNKNOWN				\$	-			
LOTION, BABY, ONE NAME BRAND ONE GENERIC, 4 OZ	EA	3				\$	-			
LOTION, COCOA BUTTER ONE NAME BRAND/ONE GENERIC, 15 OZ	EA	4,770				\$	-			
						\$	-			

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PERSONAL HYGIENE PRODUCTS CORE LIST

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
LOTION, LIST BRANDS, ANIMAL FREE, 15 OZ	EA	UNKNOWN				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
LOTION, ONE BRAND NAME/ONE GENERIC, LIST BRANDS, 15 OZ MAXIMUM	EA	1,502				\$	-		
LOTION, MEDICATED, LIST BRAND PLASTIC TUBE, BOTTLE POUCH, 15 OZ MAXIMUM	EA	124				\$	-		
MAGIC SHAVE CRÈME, PLASTIC TUBE, BOTTLE OR CANISTER, 4.5 - 6 OZ	EA	251				\$	-		
MAGIC SHAVE POWDER, LIST STRENGTHS, PLASTIC TUBE, BOTTLE OR CANISTER, 4.5 - 6 OZ	EA	UNKNOWN				\$	-		
FACIAL LOTION NAME BRAND, LIST BRANDS, 4OZ MAX	EA	93				\$	-		

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)					
FACIAL WASH/NEUTROGENA OIL-FREE OR EQUIVALENT LIST BRAND ANIMAL FREE, 4 OZ MAX	EA	153				\$	-							
PADS, PANTILINERS, W/ ADHESIVE STRIP, LIST BRAND, 22 CT	PK	203				\$	-							
PADS, STAYFREE MINI PADS, W/ ADHESIVE STRIP, 20 CT MAX	PK	17												
RAZOR AND BLADE, NO SINGLE BLADE	EA	521	Schick Disposable			\$	-							
			5 pk Twin blade						1.30 24 \$31.20 3112-357					
RAZOR CARTRIDGE TRAC II, 5 EA. PACK	PK	UNKNOWN				\$	-							
RAZOR, BIC DISPOSABLE, NO SINGLE BLADE, 5-10 PK	PK	740												
RAZOR, BIC SENSITIVE SKIN, NO SINGLE BLADE, 10 PK	EA	10,321				\$	-							
RAZOR DISPOSABLE, NO SINGLE BLADE, 5-10 PK	PK	1,926	Schick Disposable											
			5 pk Twin blade						1.30 24 \$31.20 3112-357					
SHAMPOO/CONDITIONER COMBINATION, LIST BRANDS, 16 OZ	EA	2,538				\$	-							

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SHAMPOO, LIST BRANDS, ANIMAL FREE, 15 OZ	EA	2,480					5	-		
							\$	-		
SHAMPOO, DANDRUFF, LIST BRAND, 15 OZ MAX	EA	515					\$	-		
							\$	-		
SHAMPOO, ETHNIC, 15 OZ MAX	ea	200					\$	-		
SHAMPOO, SUAVE DAILY CLARIFYING, FRESH SCENT, NO SUBSTITUTION		1,000					\$	-		
SHAMPOO, BRAND NAME, LIST BRAND, 15 OZ	EA	13,388					\$	-		
							\$	-		
							\$	-		
							\$	-		
							\$	-		
SHAMPOO, MEDICATED, LIST BRAND, 15 OZ MAX	EA	UNKNOWN					5	-		
SHAMPOO, DETANGLING, 16 OZ MAX	EA	UNKNOWN					\$	-		
SHAVE CREME, ETHNIC, LIST BRAND, 11 OZ Max	EA	933					\$	-		

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PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS **COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE** Description Size Annual Est. Usage Per Unit Specify Brand & Size Bidding Unit Price by Each Unit Price Per Ounce Case Quantity Case Price Bidder's Product Number State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)									
SHAVE CREME, LIST BRAND, ANIMAL FREE, KOSHER, 11 OZ MAX	EA	1,097				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
SHAVE CREME, WOMEN'S, BRAND NAME, LIST BRAND, 7 TO 11 OZ	EA	18				\$	-		
SHAVE GEL, NAME BRAND, LIST BRAND, 11 OZ	EA	71				\$	-		
SHOES, SHOWER, DELUXE, ANTIFUNGAL, NO THONGS, VARIOUS SIZES BEIGE/TAN OR BROWN ONLY; NO BLACK BLUE OR RED	PR	1,298				\$	-		
SOAP, BAR, LIST BRAND, ANIMAL FREE, 5 OZ MAX	EA	UNKNOWN				\$	-		
SOAP, BAR, CLEANSING COMPLEXION BAR, 5.0 OZ MAX	EA	120							

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DESCRIPTION	SIZE	ANNUAL EST. USAGE PER UNIT	Specify Brand & Size Bidding	UNIT PRICE BY EACH	UNIT PRICE PER OUNCE	CASE QUANTITY	CASE PRICE	BIDDER'S PRODUCT NUMBER	STATE ANY CHANGES FROM SPECS. AND (IDENTIFY KOSHER, HALAL, GLUTEN FREE, SOY FREE AND ANIMAL FREE PRODUCTS BIDDING)
SOAP, ANTI-BACTERIAL, FACE, LIST BRAND, 5 OZ MAX	EA	476				\$	-		
						\$	-		
						\$	-		
						5	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
SOAP, BATH BAR, LIST BRAND, 5 OZ MAX	EA	15,031				\$	-		
						\$	-		
						\$	-		

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
SOAP, BATH, DEODORANT NAME BRAND, LIST NAME, 5 OZ MAX	EA	23,552				\$	-		
						\$	-		
						5	-		
						5	-		
						5	-		
						5	-		
						\$	-		
						\$	-		
						5	-		
						5	-		

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ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS **COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE**										
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)	
SOAP, MOISTURIZING, LIST BRAND, 5 OZ	EA	61,523					\$ -			
SUNBLOCK, SPF 30 NAME BRAND, LIST BRAND, 40 OZ	EA	141					\$ -			
SUNBLOCK GENERIC, SPF 30, 4 OZ	EA	158					5 -			
TAMPONS, TAMPAX, REGULAR, CARDBOARD APPLICATOR ONLY, 8 CT	PK	344					\$ -			
TAMPONS, TAMPAX, SUPER, CARDBOARD APPLICATOR ONLY, 10 CT	PK	648					\$ -			
TWEEZERS (SLANTED), PLASTIC	EA	927					5 -			
TWEEZERS (SLANTED), METAL	EA	399					\$ -			
VASELINE PETROLEUM JELLY LIP THERAPY ADVANCED, .35 OZ, NO SUBSTITUTION	ea	200					\$ -			
WASH, BODY, LIQUID, ONE NAME BRAND/ONE GENERIC, LIST BRANDS, 16 FL OZ MAX	EA	1,329	Freshscent Shampoo/BW 16 oz	1.70		12	\$ 20.40	62271-008		
							\$ -			
							\$ -			

CANTEEN
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ATTACHMENT C
HEALTH AND BEAUTY PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
AFTERSHAVE, GENERIC, NON-ALCOHOL, 2-4 OZ	EA	321					\$ -		
							\$ -		
AFTERSHAVE, NAME BRAND, NON-ALCOHOL, 2-4 OZ	EA	452					\$ -		
ACCESSORIES, HAIR, BARRETTES, PLASTIC WITH METAL CLIPS, 3". 4 PACK	PK	68					\$ -		
ACCESSORIES, HAIR, CLINCHER COMBS, 5"	EA	46					\$ -		
ACCESSORIES, HAIR, SIDE COMBS, 2 PACK	EA	36					\$ -		
ACCESSORIES, HAIR, STRETCHER COMBS	EA	UNKNOW N					\$ -		
BAG, MAKEUP/SHAVING, CLEAR PLASTIC	EA	654					\$ -		
							\$ -		
BALM, LIP, BRAND NAME, 35 OZ MAX	EA	2,242					\$ -		

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ATTACHMENT C
HEALTH AND BEAUTY PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
BALM, LIP, BRAND NAME, MEDICATED, SUN PROTECTION, .35 OZ MAX	EA	1,581					\$ -		
							\$ -		
BOBBY PINS, BLACK OR BROWN	PK	250					\$ -		
BUF-PUF	EA	1,548					\$ -		
DOO RAGS, WHITE ONLY, INDIVIDUAL	EA	1,703					\$ -		
DOUCHE, DISPOSABLE, FRESH SCENT	PK	82					\$ -		
DOUCHE, DISPOSABLE, VINEGAR	PK	48					\$ -		
EMERY BOARDS, 10 PACK	PK	1,856					\$ -		
GEL, HAIR, STYLING, DEP, #8 EXTRA HOLD, NON ALCOHOL, 15 OZ MAX	EA	UNKNOW N					\$ -		
							\$ -		
GEL, HAIR, STYLING, ETHNIC, 15 OZ MAX, NON-ALCOHOL	EA	UNKNOW N					\$ -		

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ATTACHMENT C
HEALTH AND BEAUTY PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
GEL, HAIR, STYLING, ETHNIC, 4 OZ MAX, NON-ALCOHOL	EA	502				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
GEL, HAIR, STYLING, NON ALCOHOL, 4 OZ	EA	631				\$	-		
HAIR SPRAY, NON-AEROSOL, NON-ALCOHOL, GENERIC, 5-7 OZ	EA	256				\$	-		
HAIR SPRAY, NON-AEROSOL, NON-ALCOHOL, NAME BRAND, 5-7 OZ	EA	UNKNOW N				\$	-		
* INSOLE, FOOT, GENERIC, NO GEL	EA	120				\$	-		
* INSOLE, FOOT, NAME BRAND, NO GEL	EA	56				\$	-		
PONY TAIL HOLDERS, ELASTIC ONLY, BLACK	PKG	3,120				\$	-		

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ATTACHMENT C
HEALTH AND BEAUTY PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
POWDER, BABY, LIST BRANDS, 15 OZ	PKG	3,337				\$	-		
POWDER, BODY, LIST BRANDS, 15 OZ	EA	UNKNOW N				\$	-		
POWDER, BODY, GOLD BOND, 8 OZ	EA	257				\$	-		
* POWDER, FOOT, MEDICATED, 3 OZ	EA	42				\$	-		
PUFF BALLS, PLASTIC BAG, 100 COUNT	PK	4				\$	-		
ROLLERS, HAIR, BRUSH, LARGE	PK	UNKNOW N				\$	-		
ROLLERS, HAIR, BRUSH MEDIUM	PK	UNKNOW N				\$	-		
ROLLERS, HAIR, FOAM, LARGE	PK	60				\$	-		
ROLLERS, HAIR, FOAM, MEDIUM	PK	37				\$	-		

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ATTACHMENT C
HEALTH AND BEAUTY PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
* SHAMPOO, TAR	EA	19				\$	-		
SUNGASSES, NON-MIRROR, PLASTIC LENS - (SEND SAMPLE OF SUNGLASSES W/BID)	PR	936				\$	-		
						\$	-		
SUNGASSES, CLIP ON, NON-MIRROR, PLASTIC LENS - (SEND SAMPLE OF SUNGLASSES W/BID)	PR	105				\$	-		
						\$	-		
SWABS, COTTON, APPROX 80-100	PK	10,686				\$	-		
SWEAT BAND, HEAD, WHITE ONLY, INDIVIDUAL	EA	UNKNOWN				\$	-		

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NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
ADAPTER, TV RG59 TO PAL VIDEO ADAPTER	EA	616	uninex 6 ft RG59 Black VideoCable	1.25		50	\$ 62.50	21021-008	
AIR FRESHENER, LIST FRAGRANCES, TREE ONLY	EA	11,859				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
ALARM CLOCK, BATTERY OPERATED, CLEAR, DIGITAL, BRAND NAME (NO LUMINARY) (SUBMIT SAMPLES)	EA	755				\$	-		
AUDIO, HEADPHONE ADAPTER 1/8" TO 1/4"	EA	1,128	stereo 1/8 F to 1/4 m 1/4 plug to 1/8 Jack	1.00		50	\$ 50.00	16029-009	

* LIST AVAILABLE FRAGRANCES

** LIST SIZES. If more than one size list

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
AUDIO, HEADPHONE CABLE, 6' MAXIMUM, NOT COILED	EA	2,180	<i>Steren Headphone Ext. Cable 6 ft</i>	1.70		50	\$ 85.00	4018-004	
AUDIO, HEADPHONE, KOSS	KTX6	1,617	KOSS KTX6 Discontinued alt to KOSS Recovery CI	8.80		12	\$ 105.60	11010-256	In-Line Volume Control Clear plastic
AUDIO, EARBUD	TD61	8,222	<i>Sentry Clear Earbuds 4 ft cord</i>	1.10		20	\$ 22.00	19027-020	Freq Response: 20-20,000 Hz Impedance: 32 Ohms
BALL, RACQUET, CLEAR PLASTIC PACKAGING	3/PK	271					\$ -		
BALL, TENNIS, CLEAR PLASTIC PACKAGING	3/PK	79					\$ -		
BATTERY, NAME BRAND, BLISTER PACK, 9 VOLT MUST HAVE UPC	EA	113					\$ -		
BATTERY, NAME BRAND (2 PACK), BLISTER PACK, C SIZE, MUST HAVE UPC	EA	13					\$ -		
BATTERY, NAME BRAND (4 PACK), BLISTER PACK, AA SIZE, MUST HAVE UPC	EA	756					\$ -		
BATTERY, NAME BRAND (2 PACK), BLISTER PACK, D SIZE, MUST HAVE UPC	EA	168					\$ -		
BATTERY, NAME BRAND (2 PACK OR 4 PACK), BLISTER PACK, AAA SIZE, MUST HAVE UPC	EA	1,426					\$ -		

* LIST AVAILABLE FRAGRANCES

** LIST SIZES. If more offered please list.

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
BATTERY, GENERIC, BLISTER PACK, 9 VOLT, MUST HAVE UPC	EA	1				\$	-		
BATTERY, GENERIC (4 PACK), BLISTER PACK, AA SIZE, MUST HAVE UPC	EA	50.072				\$	-		
BATTERY, GENERIC (2 PACK), BLISTER PACK, D SIZE MUST HAVE UPC	EA	20				\$	-		
BATTERY, GENERIC (2 PACK OR 4 PACK), BLISTER PACK, AAA SIZE, MUST HAVE UPC	EA	15.997				\$	-		
BATTERY, GENERIC (2 PACK), BLISTER PACK, C SIZE MUST HAVE UPC	EA	2				\$	-		
BULB, LIGHT, GENERIC ASSORTED, 30 AND 40 WATT TO INCLUDE HI INTENSITY (NO HALOGEN)	EA	372				\$	-		
WHITENER, LAUNDRY, LIQUID, NO CHLORIDE, 30 FL OZ MAX INCLUDE VEND SIZE	EA	UNKNOW N				\$	-		
WHITENER, LAUNDRY, POWDER, NO CHLORIDE, 32 OZ MAXIMUM INCLUDE VENDING SIZE	EA					\$	-		
						\$	-		
						\$	-		

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* LIST AVAILABLE FRAGRANCES

** LIST SIZES, if more offered please list.

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CANTEEN
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ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

<p>NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***</p>									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
CABLE, COAXIAL WITH ENDS, FM-TO-FM SCREW ON, RG6 SHIELDED 6' MAX	EA	2,071	Steren Electronics	1.75		50	\$ 87.50 -	4018-051	
CABLE, SPLITTER, TELEVISION	EA	648	Steren Electronics	.86		50	\$ 43.00 -	4018-020	
CALCULATOR, HAND HELD, SOLAR POWERED, CLEAR	EA	229	Datexx Clear Calculator	3.40		10	\$ 34.00 -	86264-002	
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
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							\$ -		
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* LIST AVAILABLE FRAGRANCES

** LIST SIZES, If more offered please list. ~

10 20 30 40 50 60 70 80

LIST SIZES: Please indicate if more offered

CANTEEN
5476 OF

ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

<p>NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***</p>									
DESCRIPTION	SIZE	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
CARDS, GREETING, ASSORTED AND SEASONAL, NO GLITTER	EA	17,435					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
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* LIST AVAILABLE FRAGRANCES

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** LIST SIZES. If more offered please list

ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
							\$ -		
							\$ -		
CARDS, PINOCHLE	EA	1,566					\$ -		
CARDS, POKER	EA	7,879					\$ -		
CD CLEANER	EA	UNKNOWN					\$ -		
CHECKERS SET	EA	35					\$ -		
CHESS SET	EA	172					\$ -		
CLIP, ID, IDENTIFICATION CARD CLIP ONLY	EA	573					\$ -		
CONTAINER W/ LID, STORAGE, PLASTIC 16 QT MAX	EA	620					\$ -		
CRAYONS, CRAYOLA, 16 COUNT	EA	81					\$ -		
DETERGENT, LIQUID, LIST BRANDS, LIST SIZES, 50 OZ MAX	EA	635					\$ -		
							\$ -		

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* LIST AVAILABLE FRAGRANCES

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ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
DETERGENT, LIQUID, HIGH EFFICIENCY, LIST SIZES 50 FL OZ MAX	EA	120					\$ -		
							\$ -		
DICTIONARY, POCKET SIZE, APPROXIMATELY 5"X8"	EA	195					\$ -		
DICTIONARY, POCKET SIZE, SPANISH TO ENGLISH, APPROXIMATELY 5"X8"	EA	18					\$ -		
DOMINOS, DOUBLE 9, IVORY & BLACK ONLY	EA	50					\$ -		
FABRIC SOFTENER, DRYER SHEETS, 40 CT	PKG	289					\$ -		
HANGERS, PLASTIC, TUBULAR, WHITE ONLY, 17 INCH	EA	9,873					\$ -		
HEAD CLEANER, CD NO LIQUID, NOT TO EXCEED 8"X10"	EA	38					\$ -		
LAMP, CLIP/CLAMP ON, CLEAR, STANDARD BULB (NO HALOGEN)	EA	1,077	West Bend Clear Clamp on Lamp	9.40		24	\$225.60	23060-006	
MUG, NON INSULATED, PLASTIC, 12 OZ MAX	EA	1,292					\$ -		

* LIST AVAILABLE FRAGRANCES

** LIST SIZES, If more offered please list. . .

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NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
PHOTO ALBUM, PLASTIC SHEET TYPE, 20 PAGE MAXIMUM	EA	1,728				\$	-		
PINS, PUSH, CLEAR, MAX 25 COUNT	EA	185				\$	-		
POLY FIL, 20 OZ MAXIMUM SIZE	EA	27				\$	-		
RECEIVER, AM/FM, WALKMAN STYLE, CLEAR PLASTIC, LIST BRANDS. WARRANTY	EA	1,506	Jwin JX-M10C-2 Clear Warranty 90 days	10.90		20	\$ 218.00	10995-233	Digital Tuner clear earbuds included Requires 2 AAA batteries
			Sentry DL2 Clear Warranty 90 days	9.70		6	\$ 58.20	19027-204	Analog Tuner Removable Belt Clip clear earbuds included
			Hiteker AR4 - NO Speaker Warranty 90 days	6.25		24	\$ 150.00	38428-916	Analog Tuner Power LED Req 2 AAA Batteries
			Hiteker AB1 Clear Warranty 90 days	15		10	\$ 150.00	38428-903	Digital Tuning clear earbuds included Optional velcro armband sold separately
							\$	-	
							\$	-	
REMOTE CONTROL, TV, UNIVERSAL RCA, COMPATABLE WITH DIGITAL TV	EA	769	RCA universal Remote	9.20		4	\$ 36.80	4018-112	
SURGE PROTECTOR, 6' LONG, 3-6 OUTLETS, NO METAL, WHITE OR TAN	EA	65					\$	-	

* LIST AVAILABLE FRAGRANCES

** LIST SIZES, if more offered please list.

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ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
SURGE PROTECTOR, SINGLE OUTLET	EA	269				\$	-		
TUMBLER W/LID, SOFT PLASTIC, CLEAR 12-22 FL OZ	EA	8,544				\$	-		
WALLET, CD, 12 DISC, BLACK, MAX 24	EA	320				\$	-		

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* LIST AVAILABLE FRAGRANCES

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ATTACHMENT E
LEGAL AND SCHOOL SUPPLIES CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantify	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
BINDER, THREE RING, FOLDER W/ POCKETS, PLASTIC RINGS ONLY	EA	3				\$	-		
BOOK, ADDRESS, 3 X 5, MAX 36 PAGES	EA	1,651				\$	-		
BOOK, THEME, WIRELESS, 1 SUBJECT, 80 PAGE APPROX	EA	4,626				\$	-		
BOOK, THEME, WIRELESS, 3 SUBJECT, 120 PAGE APPROX	EA	Unknown				\$	-		
ENVELOPE, MANILA, NO CLASP, 6" X 9" APPROX	EA	7,489				\$	-		
ENVELOPE, MANILA, NO CLASP 10" X 13" APPROX	EA	11,952				\$	-		
ENVELOPE, MANILA, NO CLASP, 17"X22" APPROX	EA	439				\$	-		
ERASER, RUBBER, BAR TYPE	EA	1,156				\$	-		
FILE FOLDERS, MULTI COLOR, 1/3 CUT, 12 PACK	EA	13,459				\$	-		
PAD, LEGAL, 8.5 X 11, WHITE, 50-100 SHEETS	EA	10,800				\$	-		
PAPER, 8 1/2 X 11, BUFF, 20# REAM	PK	254				\$	-		
PAPER, 8 1/2 X 11, GREY, 20# REAM	PK	5,889				\$	-		

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ATTACHMENT E
LEGAL AND SCHOOL SUPPLIES CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
PAPER, FILLER, WHITE, WIDE RULE 200 CT MAXIMUM	PK	514				\$	-		
PAPER, TYPING/COPY, 8 1/2 X 11, 20# WEIGHT, WHITE, REAM	PK	74,217				\$	-		
						\$	-		
						\$	-		
PEN, HI-LITER, YELLOW BLUE AND PINK COLORS, INDIVIDUAL	EA	2,559				\$	-		
PEN, STICK, BLACK, MEDIUM	EA	14,571				\$	-		
PEN, STICK, BLUE, MEDIUM	EA	10,570				\$	-		
PENCILS, DRAWING, REGULAR, 12 PACK	PK	1,205				\$	-		
PENCILS, LEAD, #2, W/ERASER, INDIVIDUAL	EA	8,138				\$	-		
TABLET, RULED, 6 X 9, COLOR, MAXIMUM 120 PAGES	EA	581				\$	-		
TAPE, TRANSPARENT, w/ DISPOSABLE DISPENSER, 1/2 TO 3/4" WIDTH	EA	4,903				\$	-		

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ATTACHMENT F
CLOTHING PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED **COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE**										
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)	
* CAP, BASEBALL, GREY ONLY, ADJUSTABLE	EA	664					\$ -			
							\$ -			
* CAP, STOCKING, GRAY ONLY, NO LOGOS, ONE SIZE FITS ALL	EA	969					\$ -			
							\$ -			
GLOVES, WINTER, LINED, BUFF, BEIGE OR BROWN, NO LEATHER	PR	37					\$ -			
POLISH, SHOE, PASTE, BLACK ONLY	EA	108					\$ -			
SADDLE SOAP	EA	1					\$ -			
SEWING KIT, NO SCISSORS	EA	1,303					\$ -			
SHOE BRUSH	EA						\$ -			
SHOELACE BLACK HEAVY DUTY, 2/SET, 54"	EA						\$ -			
SHOELACE WHITE ATHLETIC, 2/SET, 54"	EA	423					\$ -			
							\$ -			
SUPPORTER, ATHLETIC, S,M,L,XL,XXL	EA	26					\$ -			

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ATTACHMENT G
DENTAL PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED **COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE**									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
DENTURE BRUSH	EA	168					\$ -		
DENTURE CUP, INDIVIDUAL PACKAGE	EA	180					\$ -		
DENTURE TABLETS, GENERIC, 10-40 CT	PK	702					\$ -		
DENTURE TABLETS - NAME BRAND, 40-40 CT	PK	290					\$ -		
DENTURE ADHESIVE - PASTE, NAME BRAND, LIST SIZE	EA	1,099					\$ -		
DENTURE ADHESIVE, POWDER, GENERIC, LIST SIZE	EA	322					\$ -		
DENTURE ADHESIVE - PAD, NAME BRAND, LIST SIZE	EA	13					\$ -		
FLOSS, DENTAL TAPE, 100 YARDS MAX	EA	UNKNOWN					\$ -		
FLOSS, DENTAL SAFETY LOOP	PK	3,615					\$ -		
FLOSS, DENTAL, WAXED, 100 YARDS MAX	EA	159					\$ -		
MOUTHWASH, LIST BRAND, NON ALCOHOL, ANIMAL FREE, 6-8 OZ	EA	UNKNOWN					\$ -		
MOUTHWASH, NAME BRAND, NON ALCOHOL, 6-8 OZ	EA	1,894					\$ -		

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If more offered please list.

ATTACHMENT G
DENTAL PRODUCTS CORE LIST

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
MOUTHWASH, GENERIC, NON ALCOHOL, 6-8 OZ	EA	5,321					\$ -		
TOOTHBRUSH HOLDER/CAP, PLASTIC, TUBE TYPE	2 PIECE	5,056					\$ -		
TOOTHBRUSH, NAME BRAND, SOFT ONLY	EA	9,974					\$ -		
TOOTHBRUSH, GENERIC, SOFT ONLY	EA	12,807					\$ -		
TOOTHBRUSH, 3.5" TO 4", SAFETY	EA	1,188					\$ -		
TOOTHPASTE, MUST BE KOSHER/ANIMAL FREE, 4-6 OZ	EA	UNKNOWN					\$ -		

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ATTACHMENT G
DENTAL PRODUCTS CORE LIST

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
TOOTHPASTE, GENERIC BRAND, LIST ALL AVAILABLE, 4-6 OZ	EA	4,627					\$ -		
							\$ -		
							\$ -		
TOOTHPASTE, NAME BRAND, LIST ALL AVAILABLE, 4-6 OZ	EA	14,221					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

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2022 RELEASE UNDER E.O. 14176

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ATTACHMENT G
DENTAL PRODUCTS CORE LIST

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
TOOTHPASTE, GENERIC, SENSITIVE TEETH AND GUMS, 4-6 OZ	EA	127					\$ -		
							\$ -		
							\$ -		
							\$ -		
TOOTHPASTE, SENSODYNE, 4-6 OZ	EA	981					\$ -		

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ATTACHMENT H
PHARMACY CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs, and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
ACNE MEDICATION 5%	EA	385					\$ -		
ANALGESIC BALM	EA	330					\$ -		
10% BENZOYL PEROXIDE GEL 10%	EA	113					\$ -		
BENZOYL PEROXIDE GEL 5%	EA	50					\$ -		
BISMATROL TABLETS & LIQUID (PEPTO BISMOL) OR EQUIVALENT	EA	300					\$ -		
BREATHE RIGHT NASAL STRIPS OR EQUIVALENT	PK	89+25					\$ -		
DEEP SEA NASAL SPRAY (OCEAN) OR EQUIVALENT	EA	407					\$ -		
HEMORRHOID OINTMENT	EA	65+118					\$ -		
HYDROCERIN CREAM (EUCERIN) OR EQUIVALENT	EA	476					\$ -		
HYDROCORTISONE CREAM 0.5%	EA	729					\$ -		
LIQUI-TEARS (ARTIFICIAL TEARS) LUBRICANT EYE DROPS	EA	500					\$ -		
LUBRI-SKIN LOTION (LUBRIDERM) OR EQUIVALENT	EA	260					\$ -		
MICONAZOLE CREAM 2%	EA	69					\$ -		
MILK OF MAGNESIA OR EQUIVALENT	EA	217					\$ -		

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ATTACHMENT H
PHARMACY CORE LIST

NASAL DECONGESTANT SPRAY (AFRIN)	EA	300					\$ -		
REGULOID, ORANGE OR EQUIVALENT	EA	498					\$ -		
REGULOID SUGAR FREE ORANGE OR EQUIVALENT	EA	157					\$ -		
SIMTHICONE TABLETS (MYLICON) OR EQUIVALENT	EA	140					\$ -		
VISINE-A EYE DROPS OR EQUIVALENT	EA	15					\$ -		
ANTACID, TABLET, ROLAIDS OR TUMS, ROLL OR POUCH	EA	1,252					\$ -		
COUGH DROPS, INDIVIDUALLY WRAPPED, NAME BRAND, ASSORTED FLAVORS, 30 COUNT MAX	PK	1,039					\$ -		
COUGH DROPS, GENERIC, INDIVIDUALLY WRAPPED, ASSORTED FLAVORS, 30 COUNT MAX	PK	8,380					\$ -		
COUGH DROPS, INDIVIDUALLY WRAPPED, SUGAR FREE, ASSORTED FLAVORS, 30 CT MAX	PK	1,120					\$ -		
FOOT OINTMENT, BRAND NAME, ANTIFUNGAL, .5 OZ	EA	985					\$ -		
VAPOR RUB, NAME BRAND, 1.5 OZ	EA	147					\$ -		
VAPOR RUB, GENERIC, 1.5 OZ	EA	136					\$ -		
CENTRUM SILVER VITAMINS OR EQUIVALENT	EA	300					\$ -		
CENTRUM VITAMINS OR EQUIVALENT	EA	300					\$ -		

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ATTACHMENT H
PHARMACY CORE LIST

VITAMINS WITH CALCIUM SUPPLEMENT	EA	37					\$ -		
VITAMIN, MULTI , ONE-A-DAY, 50 - 100 CT	EA	699					\$ -		
VITAMIN, A , GENERIC, 50 - 100 CT	EA	375					\$ -		
VITAMIN, B, GENERIC, 50 - 100 CT	EA	300					\$ -		
VITAMIN, C, GENERIC, 50 - 100 CT	EA	289					\$ -		
VITAMIN, E, GENERIC, 50 - 100 CT	EA	150					\$ -		
VITAMIN, MULTI A/D COMBO, GENERIC, 50 - 100 CT	EA	227					\$ -		

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**ATTACHMENT I
BEVERAGE CORE LIST**

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
COFFEE, CAPPUCCINO, INSTANT, RESEALABLE POUCH OR PLASTIC, 8 OZ MAX	EA	8,903				\$			
COFFEE 100% COLOMBIAN FREEZE DRIED, INSTANT, RESEALABLE POUCH OR PLASTIC CONTAINER (INCLUDE COLOMBIAN COFFEE LOGO)	4 OZ	67,240				\$			
COFFEE, FOLGERS CRYSTALS - FREEZE DRIED, INSTANT, RESEALABLE POUCH OR PLASTIC CONTAINER	8 OZ	22,331				\$			
COFFEE, DECAF, INSTANT FREEZE DRIED	3 OZ	12				\$			
COFFEE, FOLGERS, DECAF SINGLES	Ind Serving	20				\$			
COFFEE, MAXWELL HOUSE INSTANT POUCH - INSTANT, RESEALABLE POUCH	4 OZ	7,132				\$			

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ATTACHMENT I
BEVERAGE CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
DRINK MIX, LIST ALL FLAVORS, LEMONADE MUST BE INCLUDED, DRINK MIXES MUST BE IN A RESEALABLE FIBER POUCH OR RESEALABLE PLASTIC CONTAINER	19 OZ	86,714				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

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ATTACHMENT I
BEVERAGE CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
DRINK MIX CRYSTAL LIGHT LEMONADE, NO SUBSTITUTION	.17 oz	12,000					\$ -		
DRINK MIX CRYSTAL LIGHT PEACH TEA, NO SUBSTITUTION	.09 oz	7,200					\$ -		
DRINK MIX CRYSTAL LIGHT RASPBERRY, NO SUBSTITUTION	.08 oz	7,200					\$ -		

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ATTACHMENT I
BEVERAGE CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
DRINK MIX, CRYSTAL LIGHT SUNRISE, NO SUBSTITUTION	16 oz	12,000				\$	-		
SPORT DRINK, LIST ALL FLAVORS AVAILABLE. DRINK MIXES MUST BE IN RESEALABLE FIBER POUCHES OR RESEALABLE PLASTIC CONTAINERS. ACCEPTABLE BRANDS: POWER AID, ALL SPORTS AND GATORADE	32 OZ	18,830				\$	-		
HOT CHOCOLATE POUCH ACCEPTABLE BRANDS: NESTLES, CARNATION AND KEEFE		32,679				\$	-		
HOT CHOCOLATE INDIVIDUAL PACKET, 10-16 OZ	Ind Serving	27,301				\$	-		
HOT CHOCOLATE PLASTIC CONTAINER	12-18 OZ	Unknown				\$	-		
HOT CHOCOLATE SUGARLESS	Ind Serving	231				\$	-		
JUICE, GRAPEFRUIT	5-7 OZ	278				\$	-		
JUICE, ORANGE	5-7 OZ	925				\$	-		
JUICE, V8	5-7 OZ	474				\$	-		

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ATTACHMENT I
BEVERAGE CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
INSTANT BREAKFAST DRINK	6 OZ	903					\$ -		
							\$ -		
							\$ -		
TEA BAGS, INDIVIDUAL	MAX 48/BX	5,212					\$ -		
							\$ -		
							\$ -		
							\$ -		
TEA, NESTEA TEA (POUCH), INSTANT	.56 OZ	111					\$ -		
TEA, SUGAR AND LEMON, INSTANT	12 OZ	75					\$ -		

NO BIDS THIS PAGE

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
ICE CREAM, MINIMUM REQUIREMENT OF 7 FLAVORS - MUST PROVIDE WOODEN SPOONS	PINT	68,658					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered, please list.

NOTE: Minimum shelf life on pastries and snack products, 30 days from delivery date.

NO BID THIS PAGE

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
SHERBERT, LIST FLAVORS, MUST PROVIDE WOODEN SPOONS	PINT	3,363				\$ -			
ICE CREAM NOVELTIES, MINIMUM 4 PRODUCTS INCLUDING: DRUMSTICKS, MALT CUPS, ICE CREAM BARS, ETC...MUST PROVIDE WOODEN SPOONS	EA	12,098				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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* Please submit on an attachment: flavors, sizes, product number and case count. If more offered, please list.

NOTE: Minimum shelf life on pastries and snack products, 30 days from delivery date.

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ATTACHMENT K
CANTEEN NON-CORE/CATALOG BID SHEET
NO RED, BLUE, OR BLACK ITEMS

Food Products Percent Discount: _____

*Food Catalog will exclude: Chips, Candy, Crackers & Candy Bars. Please list all available of Chips, Candy, Crackers & Candy Bars on Attachment A (Core List)

Personal Hygiene Products Percent Discount: _____

Health and Beauty Products Percent Discount: _____

Household Products Percent Discount: _____

School and Legal Supplies Percent Discount: _____

Clothing Products Percent Discount: _____

Dental Products Percent Discount: _____

Pharmacy Products Percent Discount: _____

Ice Cream, Novelties and Sherbet
Products Percent Discount: _____

Beverage Products Percent Discount: _____

Prices as quoted
on bid. No additional
discounts. JW

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ADDENDUM FIVE

Date: December 29, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened December 28, 2016 **January 6, 2017** at 2:00 p.m. Central Time

Attachment H – Pharmacy Core List

Line 32 on Attachment H was not allowing bidders to enter data in the Excel file.

Bidders may enter in data by printing the document and writing in the columns and rows, or bidders may now click on revised link below to complete Attachment H.

<http://das.nebraska.gov/materiel/purchasing/5476/5476.html>

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

Pete Ricketts, Governor

ADDENDUM FOUR QUESTIONS and ANSWERS

Date: December 15, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened ~~December 28, 2016~~ **January 6, 2017** 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.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	D	20	Please clarify that although prices for Core Items (Section D page 20 of ITB) may not change for 180 days and only thereafter as the manufacturer changes their prices; items in our Catalog (on Attachment K) may be re-priced on the regular schedule at which we issue new catalogs.	Core List Pricing is to remain firm for the initial 180 days of the contract , after initial 180 day period, price adjustments may be requested by the contractor(s). New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt of notice to the State Purchasing Bureau from the contractor.
2.			Please describe exactly how the items will be evaluated. Price and extended prices are shown on the spreadsheets, but will variety, quality, the inclusion of fat-free, low-salt, kosher, halal, vegan and gluten-free items be awarded any points or consideration? a. Part Z on page 5 (page 13 of the ITB pdf)	Points are not awarded. Award will be made by lowest bid prices that meet the specifications outlined in the ITB. a. Award will not be scored or weighed based on reputation, past performance, and pricing. As indicated in the ITB it will be awarded based on price per ounce and

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		<p>seems to indicate that bids will be evaluated based on prices, location, quality and delivery terms; but section S on page 4 (page 11 of the pdf) of the ITB indicates that in addition to the evaluation of merchandise and pricing, bidders will be scored on several other factors including the quality of performance on prior contracts. How will the state weigh vendor reputation and past performance vs. merchandise pricing?</p> <p>i. Section V (ITB page 5) reserves the right to check references; would the state like bidders to provide references within Nebraska who can attest to their history of delivering products and services as promised to local correctional facilities?</p> <p>ii. Part B on page 7 (14 of the pdf) says that bidders must disclose whether they have been debarred or, "proposed for debarment" in any jurisdiction. How would bidders know whether they had been internally proposed for debarment by any agency? Should bidders provide a list to the state of all agencies who have cancelled a contract or notified the bidder of a breach so that the state may contact them and determine whether the bidder was "proposed for debarment?"</p>	<p>meeting the specifications for the products outlined in the Invitation to Bid.</p> <p>i. Negative references maybe a consideration as well as any contracts that have been canceled for other than convenience.</p> <p>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.</p> <p>ii. If an entity has notified a vendor of debarment or potential debarment these must be disclosed.</p>
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3.		<p>In 2013 we participated in a solicitation (NDCS RFP# 69849-03, Inmate Automated Services) that resulted in another vendor being awarded a contract (Contract Number 58884 04, Buyer: Chris Loomis, Asst. Materiel Admin.) that included exclusive supply of canteen merchandise. That contract was to run <u>through 2023</u>. Is that contract still in force or has it been delayed or terminated?</p> <ul style="list-style-type: none"> a. If it is still in force, will the selected vendor(s) need to import orders from or receive data from that vendor's inmate banking software (the 2013 RFP called for the selected vendor to process all canteen orders electronically)? b. If it has been delayed, will the state please clarify whether the two-year term of this contract is subject to revocation or alteration if and when the 2013 contract takes effect? c. Will the selected vendor(s) for this solicitation be selected in addition to or as a replacement for the vendor awarded the canteen merchandise sales in 2013? i. Of the usages shown on the spreadsheets (attachments A-K, column D 'Est. Annual Usage'), how much should we assume will be bought under these contracts and how much under the 2013 award? 	<ul style="list-style-type: none"> a. The commissary portion of the contract referenced (69849-03 or 58884 04) is not applicable to this ITB 5476 OF and resulting contract(s). The canteen portion of that contract was not implemented. 58884 04 was through 2017 initial period. The renewal options will not be exercised, per DCS. b. The contract(s) resulting from this bid 5476 OF are anticipated to be in place through at least the two year initial cycle. c. ITB 5476 OF replaces the commissary portion of 58884 04. i. The estimated usages are for the contract(s) to be awarded from 5476 OF are stand-alone usage figures.
4.		<p>When the bid sheet (Attachment B Personal Hygiene lines 104-109 for instance) specifies, "Animal -free" does that mean that the item's packaging must include the phrase Animal-free or Cruelty-free etc.? Or may we bid any item provided that the manufacturer will certify that it is animal-free?</p>	<p>The verbiage does not need to be on the package, but certification from the manufacturer must be provided upon request.</p>
5.		<p>When the bid sheet specifies "Lotion, Medicated," (Attachment B line 71 for instance) must the item bid have the word medicated on its label, or may we offer any item provided that the manufacturer will certify it is medicated?</p>	<p>See response to #4 above.</p>

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6.	<p>In addition to the questions submitted yesterday, we are unclear about how to interpret the oz. sizes on the bid menus (Attachments A-K). On some lines the size is listed as a maximum size, on others there is just a number of ounces. Is that oz. number a maximum, a target, is that size +/- 20% the acceptable range? How will variations from the listed target size be scored?</p>	<p>The cost sheet breaks the pricing down by ounce to accommodate for variations in size. If Maximum sizing is identified, larger items bid will not be considered. For items listed in terms of ounces without a maximum or minimum, this is a guidance size.</p>
7.	<p>Specifically, the rules regarding what is an allowable oz. size and how variations or exceptions will be evaluated affect the following line items:</p> <p style="text-align: center;">Attachment A Questions</p> <p>LINE ITEM: Beans Instant. In order to provide the State of Nebraska the most competitive price we request that the item size be expanded to include 8oz.?</p> <p>LINE ITEM CANDY BARS: Is there a size range in which candy bars need to be in?</p> <p>LINE ITEM: JOLLY RANGERS. Can size be above or below 7 oz.?</p> <p>LINE ITEM: TOOTSIE POPPS: Can size be above or below 7.75 oz.?</p> <p>LINE ITEM: M&M PEANUT: Can size be above or below 16 oz.?</p> <p>LINE ITEM: M&M PLAIN: Can size be above or below 16 oz.?</p> <p>LINE ITEM: TOOTSIE ROLL MIDGET. Can size be above or below 9.75oz.?</p> <p>LINE ITEM: TWIZLERS: Can size be above or below 16oz.?</p> <p>LINE ITEM: CHICKEN. Can item size be above 3 oz.?</p> <p>LINE ITEM: COOKIES 6OZ. Can item size be above or below 6oz.?</p> <p>LINE ITEM: COOKIES 16 OZ. Can item size be above or below 16oz.?</p> <p>LINE ITEM: CRACKERS CHEEZ-ITZ. Can item size be above or below 10oz.?</p> <p>LINE ITEM: KEEBLER CLUB CRACKER. Can item size be above or below 16oz.?</p> <p>LINE ITEM: CRACKERS GRAHAM: Can</p>	<p>LINE ITEM</p> <p>Beans – accepted</p> <p>Candy Bar -No candy bar larger than 5 oz.</p> <p>Jolly Ranchers-Yes to below but not above 7 oz.</p> <p>Tootsie Pops-accepted</p> <p>M&M Peanut/Plain-not above 16 oz.</p> <p>M&M Peanut/Plain-not above 16 oz.</p> <p>Tootsie Roll Midget-Size can be below, but not above</p> <p>Twizzler - can be below, but not above</p> <p>Chicken - yes to below; No larger than 6 oz.</p> <p>Cookies - yes to below; Not to exceed 16 oz.</p> <p>Cheeze-Itz-yes to below; Not above 10 oz.</p> <p>Keebler – Yes below; Not above 16 oz.</p>

Pete Ricketts, Governor

		<p>Item size be above or below 16oz.?</p> <p>LINE ITEM CRACKERS SNACK: Can item size be above or below 12 oz.?</p> <p>LINE ITEM KEEBLER TOWNHOUSE CRACKERS: Can a equivalent Buttery Round Cracker be submitted?</p> <p>LINE ITEM CREAMER: Can item size be above or below 15 oz.?</p> <p>LINE ITEM: DIP FRITO LAY BRAND. Can items bid be a brand other than Frito Lay.?</p> <p>LINE ITEM: FISH STEAKS. Can items bid include fillets and whole fish</p> <p>LINE ITEM: FRUIT CUPS. In order to provide the State of Nebraska with the most competitive pricing we request that the size range be expanded to included 7 oz Dole Fruit Cup.?</p> <p>LINE ITEM JACK LINKS: Is the state requesting meat sticks or beef jerky.?</p> <p>LINE ITEM: JACK LINKS: Can an equivalent brand be bid such as Legendary Meat Snacks or O'Brien.?</p> <p>LINE ITEM: JACK LINKS. Can item size be above or below 1oz.?</p> <p>LINE ITEM: MIRACLE WHIP. Can item bid include single serve mayo?</p> <p>LINE ITEM: LEMON JUICE. Can item size be above or below 2.5 oz.?</p> <p>LINE ITEM: POPCORN CARAMEL. Can the item size be above or below 6oz.?</p> <p>LINE ITEM: SUGAR CUBES. Can item be sugar granules?</p> <p>LINE ITEM: SUGAR CUBES. Can item size be above or below 1lbs?</p> <p>LINE ITEM SWEETENER: Can item size be above or below 100?</p> <p>LINE ITEM SWEETENER: In order to provide the State of Nebraska the most competitive pricing we request that item size be increased to include 110?</p> <p>LINE ITEM: TORTILLAS. In order to provide the State of Nebraska with the most competitive pricing we request that item size be increased to included 15oz.?</p> <p>LINE ITEM: TUNA. Can an equivalent</p>	<p>Graham-Yes to below; No larger than 16 oz.</p> <p>Crackers Snack- Yes to below, No to larger than 16 oz.</p> <p>Keebler Townhouse -Yes to substitution on cracker; a sample may be requested.</p> <p>Creamer-Yes to below no to over 15 oz.</p> <p>Dip Frito Lay Brand-Yes, other brands are acceptable; a sample may be requested</p> <p>Fish steaks- Fish in a pouch only.</p> <p>Fruit cup-No. This is security item for the facilities.</p> <p>Jack links-both are acceptable</p> <p>Jack link-yes; a sample may be requested.</p> <p>Jack links-Yes, not above 3 oz.</p> <p>Miracle whip-Yes</p> <p>Lemon Juice-Not above 2.5 oz.</p> <p>Caramel popcorn-yes below but not above 6oz</p> <p>Sugar cubes- No, cubes not granules. Not above one pound.</p> <p>Sweetener-below yes; Not above 110</p> <p>Sweetener Yes</p> <p>Tortillas-Not to exceed 15 oz.</p>
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Byron L. Diamond
Director

Pete Ricketts, Governor

		<p>brand be bid such as Chicken of the Sea or Fisherman's Paradise?</p> <p>LINE ITEM: PASTRY. Do the individually wrapped pastry need to have a bar code on them?</p>	<p>Tuna-Yes with sample submitted and approved.</p> <p>Pastry-Yes</p>
8.		<p>Attachment B Questions</p> <p>LINE ITEM: CREAM BLEACHING. Can item size be above or below .75?</p> <p>LINE ITEM: CREAM NOXEMA. Can Item size be above or below 2.5oz.?</p> <p>LINE ITEM: SHAMPOO. Can Item size be above or below 15oz?</p> <p>LINE ITEM: ETHNIC SHAVE CREAM. Is this a razorless shave cream?</p> <p>LINE ITEM: SHAVE GEL NAME BRAND. Can item size be above or below 11 oz.?</p>	<p>Cream Bleaching – This item will not be awarded due to facility security concerns.</p> <p>Noxema-Below, not above</p> <p>Shampoo-No larger than 16 oz.</p> <p>Ethnic Shave Cream-May be used with or without a razor.</p> <p>Shave Gel-11 oz. or below only.</p>
9.		<p>Attachment C Questions</p> <p>LINE ITEM: HEADPHONE KOSS. Can we bid an equivalent brand like Clear Tunes?</p> <p>LINE ITEM: MUG. In order to provide the State of Nebraska the most competitive price we request that the size range be expanded to include 16oz.?</p>	<p>Attachment C does not include Headphones. Please see answer in number 10.</p>
10.		<p>Attachment D</p> <p>LINE ITEM: HEADPHONE KOSS. Can we bid an equivalent brand. Clear Tunes?</p> <p>LINE ITEM: MUG. In order to provide the State of Nebraska the most competitive price we request that the size range be expanded to include 16oz.?</p>	<p>Headphones-Yes. DCS would like to offer both a name brand and a generic</p> <p>Mug-yes, no larger than 22.5 oz.</p>
11.		<p>Attachment G Questions</p> <p>LINE ITEM: DENTURE TABLETS: Can item size be above or below 40ct.?</p> <p>LINE ITEM: MOUTHWASH NAME BRAND. In order to provide the State of Nebraska the most competitive pricing we request size range be expanded to include 16oz.?</p> <p>LINE ITEM TOOTHPASTE: SENSODYNE. Can item be brand other than Sensodyne?</p>	<p>Denture Tablet - Yes</p> <p>Mouthwash-No larger than 16 oz.</p> <p>Sensodyne-No; this is a medical requirement</p>

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12.		<p>Attachment I Questions</p> <p>LINE ITEM: FOLGERS COFFEE. Can equivalent brand be bid?</p> <p>LINE ITEM: FOLGERS DECAF SINGLE. We request to bid an equivalent national brand?</p> <p>LINE ITEM: COFFEE MAXWELL HOUSE: In order to provide the State of Nebraska with the most competitive price we request that the size range be expanded to include 8oz.</p> <p>LINE ITEM: COFFEE MAXWELL HOUSE. Can an equivalent national brand be bid?</p> <p>LINE ITEM: DRINK MIXES. Can item size be above or below 19oz.?</p> <p>LINE ITEM DRINK MIX CRYSTAL LIGHT: Can an equivalent National brand be bid such as Wyler's?</p> <p>LINE ITEM: HOT CHOCOLATE POUCH. We request the equivalent brand Back Country be added to the approved brands?</p> <p>LINE ITEM GRAPEFRUIT JUICE. Can size be expanded to include 15.1 oz. plastic bottle?</p> <p>LINE ITEM: ORANGE JUICE. Can size be expanded to include 15.1oz plastic bottle?</p> <p>LINE ITEM: V-8 JUICE. Can size be expanded to include 11.5 oz. plastic bottle?</p> <p>LINE ITEM: TEA BAGS. Can package size be expanded to include 100 CT?</p> <p>LINE ITEM: TEA NESTEA TEA (POUCH). Is this an individual Tea Bag or Drink Mix Stick?</p>	<p>Folgers Coffee-Yes; a sample may be requested.</p> <p>Folgers Decaf Single-Name brand or generic Yes; a sample may be requested.</p> <p>Coffee- Yes; accepted.</p> <p>Coffee -Yes; a sample may be requested.</p> <p>Drink mixes-No larger than 19 oz.</p> <p>Drink Mix Crystal Light- Yes, a sample may be requested.</p> <p>Hot Chocolate -Yes; a sample may be requested.</p> <p>Grapefruit Juice -Yes</p> <p>Orange Juice -Yes</p> <p>V-8 Juice -Yes</p> <p>Tea bags-Yes</p> <p>Nestea Pouch -Individual bag (pouch)</p>
13.		28	On page 28 of the ITB Solicitation #5476 OF, A 1, Is this an all or none bid? If a vendor can only supply a few items, can they still submit a bid?
14.		28/30	On page 28/30 of the ITB Solicitation #5476 OF, B 1, D5, What happens if the vendor will need more than the 72 hour window for each order that has been provided to vendor? Is the 72 hours only during normal business hours?



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15.	Front Page	Cover Page	Does the employment of 5 or more people in the State of Nebraska for a period of 3 or more years qualify for the "Nebraska Contractor" preference?	This is not a preference; it is for statistical tracking purposes only. 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" 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."
16.	N	4	Does the bidder need to submit an "alternate" bid for items that do not meet the exact specifications or should all items being offered, be submitted under one bid?	Bidders may submit alternate bids. Please use a separate attachment for listing of additional flavors. In regard to submission of alternate bids, please use the bid sheet and identify as alternate.
17.	Attachment B	Row 142	Is the following Ounce size a typo? "SUNBLOCK, SPF 30 NAME BRAND, LIST BRAND, 40 OZ" Is this meant to be a 4 oz size?	4 oz. is the correct size for Sunblock.
18.	General Question	General Question	Where a brand is listed in the description, is bidding the actual brand more important of a factor than the price (since typically name brands are more expensive than private label brands)?	Brand Name, unless identified as no Substitute (See Sensodyne above) is given as guidelines for product. An Alternative can be submitted with sample provided.

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

Pete Ricketts, Governor

ADDENDUM THREE REVISED SCHEDULE OF EVENTS

Date: December 14, 2016
 To: All Bidders
 From: Julie Dabydeen, Buyer
 AS Materiel State Purchasing Bureau
 RE: Addendum for Invitation to Bid Number 5476 OF
 to be opened ~~December 28, 2016~~ January 6, 2017 at 2:00 p.m. Central Time

Revised 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. 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.html	December 9, 2016 December 13, 2016 December 14, 2016 December 15, 2016
4. Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 28, 2016 January 6, 2017 2:00 PM Central Time
5. Review for conformance of mandatory requirements	December 28, 2016 January 6, 2017
6. Review period	December 28, 2016 – January 10, 2016 January 6, 2017 – January 19, 2017
7. Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
1. Contract finalization period	TBD



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ACTIVITY		DATE/TIME
2.	Contract award	TBD
3.	Contract start date	March 1, 2017

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

Pete Ricketts, Governor

ADDENDUM TWO **REVISED SCHEDULE OF EVENTS**

Date: December 13, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened December 28, 2016 at 2:00 p.m. Central Time

Revised 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. 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.html	December 9, 2016 December 13, 2016 December 14, 2016
4. Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 28, 2016 2:00 PM Central Time
5. Review for conformance of mandatory requirements	December 28, 2016
6. Review period	December 28, 2016 – January 10, 2016
7. Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
1. Contract finalization period	TBD
2. Contract award	TBD
3. Contract start date	March 1, 2017

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

Pete Ricketts, Governor

ADDENDUM ONE **REVISED SCHEDULE OF EVENTS**

Date: December 9, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened December 28, 2016 at 2:00 p.m. Central Time

Revised 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. 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.html	December 9, 2016 December 13, 2016
4. Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 28, 2016 2:00 PM Central Time
5. Review for conformance of mandatory requirements	December 28, 2016
6. Review period	December 28, 2016 – January 10, 2016
7. Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
1. Contract finalization period	TBD
2. Contract award	TBD
3. Contract start date	March 1, 2017

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

State of Nebraska - INVITATION TO BID CONTRACT

Date	11/21/16	Page	1 of 1
Solicitation Number	5476 OF		
Opening Date and Time	12/28/16	2:00 pm	
Buyer	JULIE DABYDEEN (AS)		

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

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

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 Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream 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.

(fc 11/18/16)

INVITATION



BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % _____ DAYS

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

Sign

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

VENDOR#

VENDOR:

Address:

Enter Contact Information Below

Contact

Telephone

Facsimile

Email

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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.

After Receipt of Order (ARO): After Receipt of Order

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.

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.

Central Processing Unit (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.

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.

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.

Invitation to Bid: A written solicitation utilized for obtaining competitive offers.

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) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

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 5476 OF for the purpose of selecting a qualified Contractor to provide the following **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream.**

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.html>

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	November 21, 2016
2.	Last day to submit written questions	December 7, 2016
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.html	December 9, 2016
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 28, 2016 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	December 28, 2016
6.	Review period	December 28, 2016 – January 10, 2016
7.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
8.	Contract finalization period	TBD
9.	Contract award	TBD
10.	Contract start date	March 1, 2017

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 the following **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** 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 or contracts 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 5476 OF **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** 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 5476 OF **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** Questions".

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bid reference and page number using the following format:

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

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

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, 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 be returned 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 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, 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. §§ 81-2401 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 be 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/FACSIMILE 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 a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

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:

1. 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;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the contract within the specified time frame;
4. The quality of Bidder performance on prior contracts; and
5. 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.nebraska.gov/das/materiel/purchasing/bid_tab_search/consearch.cgi

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,
2. The completed Invitation To Bid document; and
3. Completed bid sheets, Attachments A-J.

Bidder's Instructions:

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

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 Canteen Products
4. Section V. – Specifications Tables for the Canteen Food Categories.
5. Facility Address and Locations;
6. **Bid Sheet Attachments A-J** for each Canteen Product Category whereby the bidder will provide pricing information for the items they want to bid on.
7. **Attachment K** Non-Core Catalog Discount off price lists.

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. RECYCLING

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

X. 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.

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 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.

Z. EVALUATION CRITERIA AND AWARD

The State of Nebraska reserves the right to evaluate bids in a manner, and utilizing methods, selected in the State of Nebraska's best interest and discretion. The State of Nebraska may waive informalities or irregularities in bids if the waiver is in the best interest of the State of Nebraska and such waiver does not prejudice other bidders in the State

of Nebraska's discretion. After evaluation of the bids, the State of Nebraska may take, in the State's discretion, one or more of the following actions:

Accept or reject a portion of or all of a bid;
Accept or reject all bids;
Withdraw the Invitation to Bid;
Elect to rebid the Invitation to Bid;
Award single lines or multiple lines to one or more bidders; or,
Award one or more complete contracts.

The State of Nebraska reserves the right to make awards that are in the best interest of the State of Nebraska. The State of Nebraska may consider, but is not limited to, one or more of the following award criteria:

Price per items will be awarded based on price per ounce only when variations and/or deviations to the specifications occur and when there are variations to pack sizes;
Location;
Quality;
Delivery time; and,
State contract management requirements or costs.

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.html/>

AA. 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.

BB. 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 proposal;
2. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. 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 one (1) clearly identifying the term or condition by subsection, and two (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.

The State of Nebraska is soliciting bids in response to the ITB. The State of Nebraska will not consider bids that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this ITB must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the ITB or resulting contract the Bidder's clause shall be subordinate to the ITB or resulting contract.

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

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

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 Manager 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

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

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. 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.

H. 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.

I. 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.

J. 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.

K. CONTRACT CONFLICTS

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. SITE RULES AND REGULATIONS

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

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

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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 Part 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.

X. 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, s, 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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. Contractor will submit invoices per facility. 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.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. PRICES

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

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

Core List pricing is to remain firm for the initial **180** days of the contract.

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). No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any price decrease during the term of the contract.

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

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State

harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

KK. 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.

LL. 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.

3. SELF-INSURANCE

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

MM. 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.

NN. 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

A. SCOPE

It is the intent of this bid invitation to establish contracts to supply the following **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** per the attached specifications from date of award for a period of two (2) years with the option to renew 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 end date when mutually agreeable to the vendor and the State of Nebraska.

Primary using State Agency is the Nebraska Department of Correctional Services (NDCS). Secondary using agency is 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 following **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** 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 the following **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** 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 **Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** not called out in the Core List, as shown in the Attachments within this document

Separate Core Lists for each Canteen Product Category are attached which shall contain the most repetitively purchased **Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** 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. **See Attachments A through J.** The Core List(s) represents 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.

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).**

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** (see Attachments/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.

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.

a. CORE LIST PRICING

The State will not accept substitutions, products need to be bid as listed. 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-J**. If there are any deviations to the specifications, i.e., size, ounces, weight, case quantity, unit price, case price, etc., the bidder is responsible for stating any such deviations on the bid sheet attachment. In the absence of any stated deviation, or exception, the bid will be accepted in strict compliance and the bidder will be held liable therefore.

Bidder(s) are not required to bid every canteen product 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 canteen product category.

b. CORE LIST FILL RATE

95% fill rate for core items. Back orders will not be accepted. (This applies to Core and Catalog items alike.)

c. CATALOG/NON-CORE PRICING

Prices for Catalog/Non-Core items shall be determined by applying the quoted discount bid on **Attachment K, Catalog Bid Sheet** 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 Catalog/Price List 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.

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. The Discount structure must be clearly stated on the bid sheets and auditable in practice by the State. 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/NONCORE ITEMS.

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

Catalog/Non-Core Categories have been identified as follows on **Attachment K Catalog Bid Sheet** (and vendor catalog items should include the following categories):

- a.** Food (excluding core items)
- b.** Personal Hygiene (excluding core items)
- c.** Health & Beauty (excluding core items)
- d.** Household (excluding core items)
- e.** School/Legal (excluding core items)
- f.** Clothing (excluding core items)
- g.** Dental (excluding core items)
- h.** Pharmacy (excluding core items)
- i.** Beverage (excluding core items)
- j.** Ice Cream (excluding core items)
- k.** Other/Miscellaneous

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.

d. 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 OF PRODUCTS AFTER AWARD

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 prior to making the substitution. **The substitute item "shall" be equivalent in quality and the State's opinion on what is determined equivalent shall prevail and the substitute will be 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 contractor, 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 food, beverage and ice cream.

<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 canteen products 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 CONCERN/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, twenty four (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. LIST OF FACILITY/LOCATIONS & DELIVERY SCHEDULE (OPEN TIMES) may be found attached to the end of this document.

N. STANDARD DELIVERY

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

O. 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.

P. 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.**

Q. 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. Products may be ordered in less than full case quantities.

R. 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.

S. RETURNS

In the event items need to be returned to the vendor due to damage, mis-pick, etc., a credit memo will be given to the State of Nebraska. The credit memo will be applied to the referenced original billing invoice stated on the credit memo. The State of Nebraska shall not be assessed restocking charges, freight or any other form of return charges.

T. 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.

Bids will be accepted on those items listed or approved by the State of Nebraska. In all items bid, the State's opinion on what is determined equivalent shall prevail. The bidder will be held accountable for what is specified. The State reserves the right to test any alternate item(s) bid prior to awarding. If the product bid is determined not to be equivalent after bid has been awarded, contractor shall supply specified product per specifications at bid price. The State reserves the right to request samples of any product(s) listed from the bid sheet, at no expense to the State. If samples are requested, they MUST be provided within seven (7) working days of request. Failure to provide the sample, when requested, may cause that item not to be evaluated. Samples will not be returned.

Send Samples to: State of Nebraska State Purchasing Bureau
ATTN: Julie Dabydeen
5476 OF
1526 K St. Ste. 130
Lincoln, NE 68508

U. RESALE

Products are for resale in inmate canteens. All product bids must follow the rules and regulations governing retail sales.

V. UPC CODES

Successful bidder(s) will be required to furnish UPC codes for awarding items within ten (10) days of contract award. On all products awarded, if substituting or sending bonus size, vendor must submit a new UPC code.

W. PROMOTIONAL ITEMS

Promotional items will not be accepted. Ten (10) days written notification of products that will contain promotional items must be submitted to DCS Purchasing – Attention: Canteen Buyer.

X. NO RED, BLUE, OR BLACK COLORS ALLOWED

Y. PROHIBITION OF CLASS CONTAINERS

No glass containers are allowed in the facilities.

Z. SPECIAL ORDERS

Limited quantities of special orders may be requested.

AA. KOSHER/HALAL PRODUCTS

All Kosher / Halal products that are delivered to the Department of Correctional Services must be labeled with industry standard certified kosher / halal symbol.

BB. CASE QUANTITY

Vendor will provide quantity per case. If adjustments on case quantity have to be made, notification to State Purchasing and approval is needed prior to the change.

CC. ALCOHOL

Products containing any alcohol are not allowed in the institutions. Products should not have any Warning Advisory.

DD. 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. _____

EE. 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 accounts:

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.

FF. 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.

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.

A. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. 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.</p>
			<p>2. 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.</p>
			<p>3. 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).</p>
NOTES/COMMENTS:			

Canteen Products

Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream

General Specifications and Bidder Instructions 5476 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.

A. CORE CANTEEN PRODUCTS AND PRICING

YES	NO	NO & PROVIDE ALTERNATIVE	
			<ol style="list-style-type: none">1. The Bidder shall provide a bid for each Canteen core item listed in Attachments A through J.
			<ol style="list-style-type: none">2. 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.
			<ol style="list-style-type: none">3. The Contractor must inform the State Purchasing Bureau at least thirty (30) days prior to requesting a change. The contractor must provide documentation explaining their adjustments in costs to manufacture produce or otherwise supply the products in order to adjust the charges for any Core product. See Section IV.1.Price
NOTES/COMMENTS:			

B. DEPARTMENT OF CORRECTIONAL SERVICES

YES	NO	NO & PROVIDE ALTERNATIVE	ORDER CONFIRMATION PROCEDURES CANTEEN PRODUCTS
			<ol style="list-style-type: none">1. A firm order for Department of Correctional Services will be provided to the Contractor by the ordering state facility a minimum of seventy two (72) hours before delivery is required.
			<ol style="list-style-type: none">2. Line detail order confirmation will be sent via e-mail to the user placing the order within twenty four (24) hours of order being placed and if needed, any additional e-mail addresses linked to the user account.
			<ol style="list-style-type: none">3. 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.
			<ol style="list-style-type: none">4. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within twenty four (24) hours of receiving notice.

			<p>5. All Catalog/non-core list items ordered or shipped will be invoiced separately.</p>
NOTES/COMMENTS:			

C. DEPARTMENT OF HEALTH AND HUMAN SERVICES

YES	NO	NO & PROVIDE ALTERNATIVE	ORDER CONFIRMATION PROCEDURES CANTEEN PRODUCTS
			<p>1. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of forty eight (48) hours before delivery is required.</p>
			<p>2. Line detail order confirmation will be sent via e-mail to the user placing the order within twenty four (24) hours of order being placed and if needed, any additional e-mail addresses linked to the user account.</p>
			<p>3. 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.</p>
			<p>4. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within twenty four (24) hours of receiving notice.</p>
NOTES/COMMENTS:			

D. CANTEEN PRODUCTS

YES	NO	NO & PROVIDE ALTERNATIVE	GENERAL DELIVERY INSTRUCTIONS
			<p>1. Estimated delivery service to each State facility can be found on the address attachment. Facility address and delivery contacts are on attached sheets.</p>
			<p>2. 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>
			<p>3. 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>4. 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.</p>

			<p>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> <hr/>
			<p>5. 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 seventy two (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>6. 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>7. 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>8. 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>9. Deliveries must be clearly marked with the invoice/purchase order number.</p>
NOTES/COMMENTS:			

E. CATALOG CANTEEN PRODUCTS AND PRICING

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional items available from the vendor, but not listed as part of the Core List.</p>
			<p>2. 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 Non-Core Catalog List Attachment K.</p>
NOTES/COMMENTS:			

F. SECRETARY OF STATE REGISTRATION REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	<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>1. 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>a. 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>b. 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>c. 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>2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p>
			<p>3. 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>4. 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 Canteen General Product Specifications

**Form A
Bidder Contact Sheet
Invitation To Bid Number 5476 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	Facility Address	Phone/Fax	Delivery	Business Mgr./ Phone Number	Special
Letter	& Telephone Number	Number	Hours		Instructions
A	DCS Central Warehouse 1001 Pioneers Blvd Lincoln, NE 68502	Phone: 402-479-3010 Fax: 402-479-3248	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Rex Haake 479-3010 Katina Farritor	
B	Tecumseh State Correctional Institution P.O. Box 900 Tecumseh, NE 68450	Phone: 402-335-5998 Fax: 402-335-5115	Monday-Friday 8:00AM-3:00PM	Brandi Holley 402-335-5109	David Beccard, Warehouse Teresa Kalin, FSD 402-335-5998
F	Diagnostic & Evaluation Center 3220 West Van Dorn St Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 22800/Lincoln, NE 68542	Phone: 402-471-3330 Fax: 479-6239 -	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	James Gibson 479-6390 Janet Boyer, FSD 402-479-6215	All items delivered to Central Warehouse unless otherwise requested.
H	Lincoln Correctional Center 3216 West Van Dorn St. 68522 P.O. Box 22800 Lincoln, NE 68542	Phone: 402-471-2861 Fax: 402-479-6100	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Holly Alm 479-6162 Janet Boyer, FSD 402-479-6215	All items delivered to Central Warehouse unless otherwise requested.
I	Cornhusker State Industries (Bus Office) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1254 Fax: 402-479-5627	8:00 AM-4:00 PM	Mike Martin	
I	Cornhusker State Industries (Warehouse) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1264 Fax: 402-471-1263	7:30AM-3:00PM	Shawn Martindale	Full semi-loads requested before noon
J	Nebraska State Penitentiary 4201 S. 14th Street Lincoln, NE 68502 <u>POST OFFICE ADDRESS:</u> P.O. Box 2500 Lincoln, NE 68542	Phone: 402-471-3161 Fax: 402-471-4326 -	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Sara Sump 479-3217 Shawn Shores, FSD Greg Burianek, FSD	All items delivered to Central Warehouse unless otherwise requested. 402-479-3319 402-479-3439

K	Nebraska Correctional Youth Facility 2610 N. 20th Street East Omaha, NE 68110	Phone: 402-595-2000	8:00AM- 11:00AM & 1:00pm-3:30pm	Sandra Rachwalik 402-636-8603	Chelsea Trofholz, FSD 402-636-8660
L	Omaha Correctional Center P.O. Box 11099 Omaha, NE 68111	Phone: 402-595-3963 Fax: 402-595-2227	7:30AM- 10:30AM & 12:30PM- 3:30PM	William Maudlin 402-522-7001	Marlo Fannin, Warehouse Mgr Tim Dickey, FSD 402-522-7010
M	Work Ethic Camp 2309 N Hwy 83 McCook, NE 69001 <u>POST OFFICE ADDRESS:</u> P.O. Box 1150 McCook, NE 69001-1150	Phone: 308-345-8405 Fax: 308-345-8407 -	Call prior to delivery	Jon Anderjaska 308-345-8458 x219	Clarice Shields, FSD 308-345-8405 x 242
O	Community Correctional Center - Omaha 2320 E Avenue "J" Omaha, NE 68110	Phone: 402-595-2010 Fax: 402-595-2227	7:30AM- 10:30AM & 12:30PM- 3:30PM	William Maudlin 402-522-7001	Marlo Fannin, Warehouse Mgr Jeryl Carey, FSD 402-522-7065
P	Residential Treatment Center - @ NSP 4201 S. 14th Street Lincoln, NE 68502 <u>POST OFFICE ADDRESS:</u> P.O. Box 2500 Lincoln, NE 68542	Phone: 402-479-3397 -	Monday - Friday 7:00AM- 11:30AM 12:00PM- 3:00PM	Sheryl Tyrrell 479-3026 Karen Mayo 479-3025	All items delivered to Central Warehouse unless otherwise requested.
Q	DCS Pharmacy 2620 West Van Dorn St. Lincoln, NE 68522	Pharmacy Phone: 402-471- 7805 & 7806 Medical Supply Phone: 402- 471-7807 Fax: 402-471-7809	Monday - Friday 7:00AM-3:30PM	Steve Johnson 402-479-5703	
R	Nebraska Correctional Center for Women 1107 Recharge Rd York, NE 68467-8003	Phone: 402-362-3317 Fax: 402-362-3892	Monday - Friday 7:30AM- 10:45AM 1:30PM-4:00PM	Lisa Stanton 402-362-3317 x 222	* See note below 402-362-3317 x 252
T	Central Office, Bldg #1 (Double "Y") 801 W. Prospector Place, Bldg. #1 Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 94661	Phone: 402-471-2654 -	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	None--Contact Katina Farritor 479-5712	All items delivered to Central Warehouse unless otherwise requested.

	Lincoln, NE 68509				
W	Community Correctional Center - Lincoln 2720 West Van Dorn St. Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 22200 Lincoln, NE 68542	Phone: 402-471-6271 Fax: 402-471-6268	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Sharon Baker 471-6258	All items delivered to Central Warehouse unless otherwise requested. Belinda England, FSD 402-471-6263
Z	Federal Surplus 2700 West Van Dorn St. Lincoln, NE 68522	Phone: 402-471-2677	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Chris Peters 402-471-1237	

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

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

Updated 5/19/2016

**CURRENT DHHS FACILITIES THAT ORDER ITEMS FOR CANTEEN
VENDOR RECEIVING HOURS AND LOCATIONS
NO DELIVERIES WILL BE ACCEPTED ON STATE HOLIDAYS**

A.	Norfolk Veterans' Home 600 E Benjamin Ave Norfolk, NE 68701 402-370-3330 Fax: 402-370-3190	Dani Fischer 402-370-4472	6:30 a.m. – 2:00 p.m. No deliveries accepted 12:00 pm-12:30 pm
B.	Lincoln Regional Center 2705 Folsom St. Lincoln, NE 68522 402-471-4444	Building 14 Linda Devore 402-479-5442	7:00 a.m. – 3:00 p.m.
C.	Youth Rehab & Treatment Center 2802 30 th Avenue Kearney, NE 68845 308-865-5313 Fax: 308-865-5323	Lindsey Eads 308/338-2004	8:00 a.m. – 4:00 p.m. Monday-Friday No Delivery 11:30 a.m. – 12:30 p.m.

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

*Highlighted Facilities currently use canteen, other facilities may use in the future.

A.	Beatrice State Developmental Center 3000 E Lincoln Blvd Beatrice, NE 68310 Diana Knoop, Purchasing 402-223-6805 Fax: 402-223-7546	Dock 5 North Laundry	6:30 a.m. – 4:00 p.m.
B.	Norfolk Veterans' Home 600 E Benjamin Ave Norfolk, NE 68701 Mitch Schwichtenberg, Supplies 402-370-4496 Fax: 402-370-3190	Delivery truck with lift	8:00 a.m. – 4:00 p.m.
C.	Grand Island Veterans' Home 2300 West Capital Ave. Grand Island, NE 68803 Rod Halm, Supply Supervisor 308-385-6252 x 487 Fax: 308-385-6257 Future Site: Central Nebraska Veterans' Home 4510 East 56 th Street Kearney, NE 68847	Loading Dock WWII Bldg Loading Dock	8:00 a.m. – 2:00 p.m. Unknown
D.	Hastings Regional Center W 2 St. PO Box 579 Hastings, NE 68901 Terry Blum, Supply Supervisor 402-462-1971 x 3305 Fax: 402-460-3134	Bldg 5 Delivery truck with lift	8:00 a.m. – 4:30 p.m.
E.	Eastern Nebraska Veteran's Home 12505 South 40 th Street Bellevue, NE 68123 Tom Dudderar, Supply Supervisor 402-591-4897 Fax: 402-591-4943	Delivery truck with lift	8:30 a.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 Linda DeVore, Supply Supervisor 402-479-5442	K Bldg Delivery truck with lift After October 2016 Bldg 14	7:00 a.m. – 3:00 p.m.
G.	Western Nebraska Veterans' Home 1102 W 42 St Scottsbluff, NE 69361 Rene Owens, Supply Supervisor 308-632-0316	Main Bldg dock	8:00 a.m. – 5:00 p.m.
H.	Norfolk Regional Center	Delivery truck with lift	7:00 a.m. – 3:00 p.m.

	1700 N Victory Rd Norfolk, NE 68701 Randall Jensen, Supplies 402-370-3103		
I.	Center For Children/Youth Lincoln Reg. Ctr., East Campus 5845 Huntington Ave. Lincoln, NE 68507 Kurt Lockard, Non-Clinical Supervisor 402-416-3233	Delivery truck with lift	8:00 a.m. – 4:30 p.m.
J.	Youth Rehab & Treatment Center 855 North 1 st Street Geneva, NE 68361 Olivia Glenn, Supplies 402-759-3164 x 224 Fax: 402-759-4804	Delivery truck with lift	8:00 a.m. – 4:00 p.m. Monday-Friday
K.	Youth Rehab & Treatment Center 2802 30 th Avenue Kearney, NE 68845 Lindsey Eads, Supplies 308-338-2004 Fax: 308-865-5323	Dock	8:00 a.m. – 2:30 p.m. Monday-Friday

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ADDENDUM FOUR QUESTIONS and ANSWERS

Date: December 15, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened ~~December 28, 2016~~ **January 6, 2017** 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.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	D	20	Please clarify that although prices for Core Items (Section D page 20 of ITB) may not change for 180 days and only thereafter as the manufacturer changes their prices; items in our Catalog (on Attachment K) may be re-priced on the regular schedule at which we issue new catalogs.	Core List Pricing is to remain firm for the initial 180 days of the contract , after initial 180 day period, price adjustments may be requested by the contractor(s). New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt of notice to the State Purchasing Bureau from the contractor.
2.			Please describe exactly how the items will be evaluated. Price and extended prices are shown on the spreadsheets, but will variety, quality, the inclusion of fat-free, low-salt, kosher, halal, vegan and gluten-free items be awarded any points or consideration? a. Part Z on page 5 (page 13 of the ITB pdf)	Points are not awarded. Award will be made by lowest bid prices that meet the specifications outlined in the ITB. a. Award will not be scored or weighed based on reputation, past performance, and pricing. As indicated in the ITB it will be awarded based on price per ounce and

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		<p>seems to indicate that bids will be evaluated based on prices, location, quality and delivery terms; but section S on page 4 (page 11 of the pdf) of the ITB indicates that in addition to the evaluation of merchandise and pricing, bidders will be scored on several other factors including the quality of performance on prior contracts. How will the state weigh vendor reputation and past performance vs. merchandise pricing?</p> <p>i. Section V (ITB page 5) reserves the right to check references; would the state like bidders to provide references within Nebraska who can attest to their history of delivering products and services as promised to local correctional facilities?</p> <p>ii. Part B on page 7 (14 of the pdf) says that bidders must disclose whether they have been debarred or, "proposed for debarment" in any jurisdiction. How would bidders know whether they had been internally proposed for debarment by any agency? Should bidders provide a list to the state of all agencies who have cancelled a contract or notified the bidder of a breach so that the state may contact them and determine whether the bidder was "proposed for debarment?"</p>	<p>meeting the specifications for the products outlined in the Invitation to Bid.</p> <p>i. Negative references maybe a consideration as well as any contracts that have been canceled for other than convenience.</p> <p>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.</p> <p>ii. If an entity has notified a vendor of debarment or potential debarment these must be disclosed.</p>
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3.		<p>In 2013 we participated in a solicitation (NDCS RFP# 69849-03, Inmate Automated Services) that resulted in another vendor being awarded a contract (Contract Number 58884 04, Buyer: Chris Loomis, Asst. Materiel Admin.) that included exclusive supply of canteen merchandise. That contract was to run <u>through 2023</u>. Is that contract still in force or has it been delayed or terminated?</p> <ul style="list-style-type: none"> a. If it is still in force, will the selected vendor(s) need to import orders from or receive data from that vendor's inmate banking software (the 2013 RFP called for the selected vendor to process all canteen orders electronically)? b. If it has been delayed, will the state please clarify whether the two-year term of this contract is subject to revocation or alteration if and when the 2013 contract takes effect? c. Will the selected vendor(s) for this solicitation be selected in addition to or as a replacement for the vendor awarded the canteen merchandise sales in 2013? i. Of the usages shown on the spreadsheets (attachments A-K, column D 'Est. Annual Usage'), how much should we assume will be bought under these contracts and how much under the 2013 award? 	<ul style="list-style-type: none"> a. The commissary portion of the contract referenced (69849-03 or 58884 04) is not applicable to this ITB 5476 OF and resulting contract(s). The canteen portion of that contract was not implemented. 58884 04 was through 2017 initial period. The renewal options will not be exercised, per DCS. b. The contract(s) resulting from this bid 5476 OF are anticipated to be in place through at least the two year initial cycle. c. ITB 5476 OF replaces the commissary portion of 58884 04. i. The estimated usages are for the contract(s) to be awarded from 5476 OF are stand-alone usage figures.
4.		<p>When the bid sheet (Attachment B Personal Hygiene lines 104-109 for instance) specifies, "Animal -free" does that mean that the item's packaging must include the phrase Animal-free or Cruelty-free etc.? Or may we bid any item provided that the manufacturer will certify that it is animal-free?</p>	<p>The verbiage does not need to be on the package, but certification from the manufacturer must be provided upon request.</p>
5.		<p>When the bid sheet specifies "Lotion, Medicated," (Attachment B line 71 for instance) must the item bid have the word medicated on its label, or may we offer any item provided that the manufacturer will certify it is medicated?</p>	<p>See response to #4 above.</p>

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6.	<p>In addition to the questions submitted yesterday, we are unclear about how to interpret the oz. sizes on the bid menus (Attachments A-K). On some lines the size is listed as a maximum size, on others there is just a number of ounces. Is that oz. number a maximum, a target, is that size +/- 20% the acceptable range? How will variations from the listed target size be scored?</p>	<p>The cost sheet breaks the pricing down by ounce to accommodate for variations in size. If Maximum sizing is identified, larger items bid will not be considered. For items listed in terms of ounces without a maximum or minimum, this is a guidance size.</p>
7.	<p>Specifically, the rules regarding what is an allowable oz. size and how variations or exceptions will be evaluated affect the following line items:</p> <p style="text-align: center;">Attachment A Questions</p> <p>LINE ITEM: Beans Instant. In order to provide the State of Nebraska the most competitive price we request that the item size be expanded to include 8oz.?</p> <p>LINE ITEM CANDY BARS: Is there a size range in which candy bars need to be in?</p> <p>LINE ITEM: JOLLY RANGERS. Can size be above or below 7 oz.?</p> <p>LINE ITEM: TOOTSIE POPPS: Can size be above or below 7.75 oz.?</p> <p>LINE ITEM: M&M PEANUT: Can size be above or below 16 oz.?</p> <p>LINE ITEM: M&M PLAIN: Can size be above or below 16 oz.?</p> <p>LINE ITEM: TOOTSIE ROLL MIDGET. Can size be above or below 9.75oz.?</p> <p>LINE ITEM: TWIZLERS: Can size be above or below 16oz.?</p> <p>LINE ITEM: CHICKEN. Can item size be above 3 oz.?</p> <p>LINE ITEM: COOKIES 6OZ. Can item size be above or below 6oz.?</p> <p>LINE ITEM: COOKIES 16 OZ. Can item size be above or below 16oz.?</p> <p>LINE ITEM: CRACKERS CHEEZ-ITZ. Can item size be above or below 10oz.?</p> <p>LINE ITEM: KEEBLER CLUB CRACKER. Can item size be above or below 16oz.?</p> <p>LINE ITEM: CRACKERS GRAHAM: Can</p>	<p>LINE ITEM</p> <p>Beans – accepted</p> <p>Candy Bar -No candy bar larger than 5 oz.</p> <p>Jolly Ranchers-Yes to below but not above 7 oz.</p> <p>Tootsie Pops-accepted</p> <p>M&M Peanut/Plain-not above 16 oz.</p> <p>M&M Peanut/Plain-not above 16 oz.</p> <p>Tootsie Roll Midget-Size can be below, but not above</p> <p>Twizzler - can be below, but not above</p> <p>Chicken - yes to below; No larger than 6 oz.</p> <p>Cookies - yes to below; Not to exceed 16 oz.</p> <p>Cheeze-Itz-yes to below; Not above 10 oz.</p> <p>Keebler – Yes below; Not above 16 oz.</p>

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		<p>Item size be above or below 16oz.?</p> <p>LINE ITEM CRACKERS SNACK: Can item size be above or below 12 oz.?</p> <p>LINE ITEM KEEBLER TOWNHOUSE CRACKERS: Can a equivalent Buttery Round Cracker be submitted?</p> <p>LINE ITEM CREAMER: Can item size be above or below 15 oz.?</p> <p>LINE ITEM: DIP FRITO LAY BRAND. Can items bid be a brand other than Frito Lay.?</p> <p>LINE ITEM: FISH STEAKS. Can items bid include fillets and whole fish</p> <p>LINE ITEM: FRUIT CUPS. In order to provide the State of Nebraska with the most competitive pricing we request that the size range be expanded to included 7 oz Dole Fruit Cup.?</p> <p>LINE ITEM JACK LINKS: Is the state requesting meat sticks or beef jerky.?</p> <p>LINE ITEM: JACK LINKS: Can an equivalent brand be bid such as Legendary Meat Snacks or O'Brien.?</p> <p>LINE ITEM: JACK LINKS. Can item size be above or below 1oz.?</p> <p>LINE ITEM: MIRACLE WHIP. Can item bid include single serve mayo?</p> <p>LINE ITEM: LEMON JUICE. Can item size be above or below 2.5 oz.?</p> <p>LINE ITEM: POPCORN CARAMEL. Can the item size be above or below 6oz.?</p> <p>LINE ITEM: SUGAR CUBES. Can item be sugar granules?</p> <p>LINE ITEM: SUGAR CUBES. Can item size be above or below 1lbs?</p> <p>LINE ITEM SWEETENER: Can item size be above or below 100?</p> <p>LINE ITEM SWEETENER: In order to provide the State of Nebraska the most competitive pricing we request that item size be increased to include 110?</p> <p>LINE ITEM: TORTILLAS. In order to provide the State of Nebraska with the most competitive pricing we request that item size be increased to included 15oz.?</p> <p>LINE ITEM: TUNA. Can an equivalent</p>	<p>Graham-Yes to below; No larger than 16 oz.</p> <p>Crackers Snack- Yes to below, No to larger than 16 oz.</p> <p>Keebler Townhouse -Yes to substitution on cracker; a sample may be requested.</p> <p>Creamer-Yes to below no to over 15 oz.</p> <p>Dip Frito Lay Brand-Yes, other brands are acceptable; a sample may be requested</p> <p>Fish steaks- Fish in a pouch only.</p> <p>Fruit cup-No. This is security item for the facilities.</p> <p>Jack links-both are acceptable</p> <p>Jack link-yes; a sample may be requested.</p> <p>Jack links-Yes, not above 3 oz.</p> <p>Miracle whip-Yes</p> <p>Lemon Juice-Not above 2.5 oz.</p> <p>Caramel popcorn-yes below but not above 6oz</p> <p>Sugar cubes- No, cubes not granules. Not above one pound.</p> <p>Sweetener-below yes; Not above 110</p> <p>Sweetener Yes</p> <p>Tortillas-Not to exceed 15 oz.</p>
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Byron L. Diamond
Director

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		<p>brand be bid such as Chicken of the Sea or Fisherman's Paradise?</p> <p>LINE ITEM: PASTRY. Do the individually wrapped pastry need to have a bar code on them?</p>	<p>Tuna-Yes with sample submitted and approved.</p> <p>Pastry-Yes</p>
8.		<p>Attachment B Questions</p> <p>LINE ITEM: CREAM BLEACHING. Can item size be above or below .75?</p> <p>LINE ITEM: CREAM NOXEMA. Can Item size be above or below 2.5oz.?</p> <p>LINE ITEM: SHAMPOO. Can Item size be above or below 15oz?</p> <p>LINE ITEM: ETHNIC SHAVE CREAM. Is this a razorless shave cream?</p> <p>LINE ITEM: SHAVE GEL NAME BRAND. Can item size be above or below 11 oz.?</p>	<p>Cream Bleaching – This item will not be awarded due to facility security concerns.</p> <p>Noxema-Below, not above</p> <p>Shampoo-No larger than 16 oz.</p> <p>Ethnic Shave Cream-May be used with or without a razor.</p> <p>Shave Gel-11 oz. or below only.</p>
9.		<p>Attachment C Questions</p> <p>LINE ITEM: HEADPHONE KOSS. Can we bid an equivalent brand like Clear Tunes?</p> <p>LINE ITEM: MUG. In order to provide the State of Nebraska the most competitive price we request that the size range be expanded to include 16oz.?</p>	<p>Attachment C does not include Headphones. Please see answer in number 10.</p>
10.		<p>Attachment D</p> <p>LINE ITEM: HEADPHONE KOSS. Can we bid an equivalent brand. Clear Tunes?</p> <p>LINE ITEM: MUG. In order to provide the State of Nebraska the most competitive price we request that the size range be expanded to include 16oz.?</p>	<p>Headphones-Yes. DCS would like to offer both a name brand and a generic</p> <p>Mug-yes, no larger than 22.5 oz.</p>
11.		<p>Attachment G Questions</p> <p>LINE ITEM: DENTURE TABLETS: Can item size be above or below 40ct.?</p> <p>LINE ITEM: MOUTHWASH NAME BRAND. In order to provide the State of Nebraska the most competitive pricing we request size range be expanded to include 16oz.?</p> <p>LINE ITEM TOOTHPASTE: SENSODYNE. Can item be brand other than Sensodyne?</p>	<p>Denture Tablet - Yes</p> <p>Mouthwash-No larger than 16 oz.</p> <p>Sensodyne-No; this is a medical requirement</p>

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12.		<p>Attachment I Questions</p> <p>LINE ITEM: FOLGERS COFFEE. Can equivalent brand be bid?</p> <p>LINE ITEM: FOLGERS DECAF SINGLE. We request to bid an equivalent national brand?</p> <p>LINE ITEM: COFFEE MAXWELL HOUSE: In order to provide the State of Nebraska with the most competitive price we request that the size range be expanded to include 8oz.</p> <p>LINE ITEM: COFFEE MAXWELL HOUSE. Can an equivalent national brand be bid?</p> <p>LINE ITEM: DRINK MIXES. Can item size be above or below 19oz.?</p> <p>LINE ITEM DRINK MIX CRYSTAL LIGHT: Can an equivalent National brand be bid such as Wyler's?</p> <p>LINE ITEM: HOT CHOCOLATE POUCH. We request the equivalent brand Back Country be added to the approved brands?</p> <p>LINE ITEM GRAPEFRUIT JUICE. Can size be expanded to include 15.1 oz. plastic bottle?</p> <p>LINE ITEM: ORANGE JUICE. Can size be expanded to include 15.1oz plastic bottle?</p> <p>LINE ITEM: V-8 JUICE. Can size be expanded to include 11.5 oz. plastic bottle?</p> <p>LINE ITEM: TEA BAGS. Can package size be expanded to include 100 CT?</p> <p>LINE ITEM: TEA NESTEA TEA (POUCH). Is this an individual Tea Bag or Drink Mix Stick?</p>	<p>Folgers Coffee-Yes; a sample may be requested.</p> <p>Folgers Decaf Single-Name brand or generic Yes; a sample may be requested.</p> <p>Coffee- Yes; accepted.</p> <p>Coffee -Yes; a sample may be requested.</p> <p>Drink mixes-No larger than 19 oz.</p> <p>Drink Mix Crystal Light- Yes, a sample may be requested.</p> <p>Hot Chocolate -Yes; a sample may be requested.</p> <p>Grapefruit Juice -Yes</p> <p>Orange Juice -Yes</p> <p>V-8 Juice -Yes</p> <p>Tea bags-Yes</p> <p>Nestea Pouch -Individual bag (pouch)</p>
13.		28	On page 28 of the ITB Solicitation #5476 OF, A 1, Is this an all or none bid? If a vendor can only supply a few items, can they still submit a bid?
14.		28/30	On page 28/30 of the ITB Solicitation #5476 OF, B 1, D5, What happens if the vendor will need more than the 72 hour window for each order that has been provided to vendor? Is the 72 hours only during normal business hours?



Byron L. Diamond
Director

Pete Ricketts, Governor

15.	Front Page	Cover Page	<p>Does the employment of 5 or more people in the State of Nebraska for a period of 3 or more years qualify for the "Nebraska Contractor" preference?</p> <p>This is not a preference; it is for statistical tracking purposes only.</p> <p>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.</p> <p>"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."</p>
16.	N	4	<p>Does the bidder need to submit an "alternate" bid for items that do not meet the exact specifications or should all items being offered, be submitted under one bid?</p> <p>Bidders may submit alternate bids.</p> <p>Please use a separate attachment for listing of additional flavors. In regard to submission of alternate bids, please use the bid sheet and identify as alternate.</p>
17.	Attachment B	Row 142	<p>Is the following Ounce size a typo? "SUNBLOCK, SPF 30 NAME BRAND, LIST BRAND, 40 OZ" Is this meant to be a 4 oz size?</p> <p>4 oz. is the correct size for Sunblock.</p>
18.	General Question	General Question	<p>Where a brand is listed in the description, is bidding the actual brand more important of a factor than the price (since typically name brands are more expensive than private label brands)?</p> <p>Brand Name, unless identified as no Substitute (See Sensodyne above) is given as guidelines for product. An Alternative can be submitted with sample provided.</p>

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

Pete Ricketts, Governor

ADDENDUM THREE REVISED SCHEDULE OF EVENTS

Date: December 14, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened ~~December 28, 2016~~ January 6, 2017 at 2:00 p.m. Central Time

Revised 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. State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at:	December 9, 2016 December 13, 2016 December 14, 2016 December 15, 2016
4. Bid opening	December 28, 2016
Location:	January 6, 2017
State Purchasing Bureau	2:00 PM
1526 K Street, Suite 130	Central Time
Lincoln, NE 68508	
5. Review for conformance of mandatory requirements	December 28, 2016
	January 6, 2017
6. Review period	December 28, 2016 –
	January 10, 2016
	January 6, 2017 – January 19, 2017
7. Post "Letter of Intent to Award" to Internet at:	TBD
http://das.nebraska.gov/materiel/purchasing.html	
1. Contract finalization period	TBD



Byron L. Diamond
Director

Pete Ricketts, Governor

ACTIVITY		DATE/TIME
2.	Contract award	TBD
3.	Contract start date	March 1, 2017

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

Pete Ricketts, Governor

ADDENDUM TWO **REVISED SCHEDULE OF EVENTS**

Date: December 13, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened December 28, 2016 at 2:00 p.m. Central Time

Revised 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. 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.html	December 9, 2016 December 13, 2016 December 14, 2016
4. Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 28, 2016 2:00 PM Central Time
5. Review for conformance of mandatory requirements	December 28, 2016
6. Review period	December 28, 2016 – January 10, 2016
7. Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
1. Contract finalization period	TBD
2. Contract award	TBD
3. Contract start date	March 1, 2017

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

Pete Ricketts, Governor

ADDENDUM ONE **REVISED SCHEDULE OF EVENTS**

Date: December 9, 2016

To: All Bidders

From: Julie Dabydeen, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5476 OF
to be opened December 28, 2016 at 2:00 p.m. Central Time

Revised 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. 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.html	December 9, 2016 December 13, 2016
4. Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 28, 2016 2:00 PM Central Time
5. Review for conformance of mandatory requirements	December 28, 2016
6. Review period	December 28, 2016 – January 10, 2016
7. Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
1. Contract finalization period	TBD
2. Contract award	TBD
3. Contract start date	March 1, 2017

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



Byron L. Diamond
Director

Pete Ricketts, Governor

State of Nebraska - INVITATION TO BID CONTRACT

Date	11/21/16	Page	1 of 1
Solicitation Number	5476 OF		
Opening Date and Time	12/28/16	2:00 pm	
Buyer	JULIE DABYDEEN (AS)		

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

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

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 Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream 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.

(fc 11/18/16)

INVITATION



BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % _____ DAYS

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

Sign

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

VENDOR#

VENDOR:

Address:

Enter Contact Information Below

Contact

Telephone

Facsimile

Email

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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.

After Receipt of Order (ARO): After Receipt of Order

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.

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.

Central Processing Unit (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.

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.

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.

Invitation to Bid: A written solicitation utilized for obtaining competitive offers.

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) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

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 5476 OF for the purpose of selecting a qualified Contractor to provide the following **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream.**

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.html>

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	November 21, 2016
2.	Last day to submit written questions	December 7, 2016
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.html	December 9, 2016
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 28, 2016 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	December 28, 2016
6.	Review period	December 28, 2016 – January 10, 2016
7.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
8.	Contract finalization period	TBD
9.	Contract award	TBD
10.	Contract start date	March 1, 2017

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 the following **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** 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 or contracts 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 5476 OF **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** 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 5476 OF **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** Questions".

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bid reference and page number using the following format:

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

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

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, 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 be returned 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 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, 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. §§ 81-2401 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 be 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/FACSIMILE 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 a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

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:

1. 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;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the contract within the specified time frame;
4. The quality of Bidder performance on prior contracts; and
5. 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.nebraska.gov/das/materiel/purchasing/bid_tab_search/consearch.cgi

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,
2. The completed Invitation To Bid document; and
3. Completed bid sheets, Attachments A-J.

Bidder's Instructions:

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

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 Canteen Products
4. Section V. – Specifications Tables for the Canteen Food Categories.
5. Facility Address and Locations;
6. **Bid Sheet Attachments A-J** for each Canteen Product Category whereby the bidder will provide pricing information for the items they want to bid on.
7. **Attachment K** Non-Core Catalog Discount off price lists.

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. RECYCLING

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

X. 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.

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 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.

Z. EVALUATION CRITERIA AND AWARD

The State of Nebraska reserves the right to evaluate bids in a manner, and utilizing methods, selected in the State of Nebraska's best interest and discretion. The State of Nebraska may waive informalities or irregularities in bids if the waiver is in the best interest of the State of Nebraska and such waiver does not prejudice other bidders in the State

of Nebraska's discretion. After evaluation of the bids, the State of Nebraska may take, in the State's discretion, one or more of the following actions:

Accept or reject a portion of or all of a bid;
Accept or reject all bids;
Withdraw the Invitation to Bid;
Elect to rebid the Invitation to Bid;
Award single lines or multiple lines to one or more bidders; or,
Award one or more complete contracts.

The State of Nebraska reserves the right to make awards that are in the best interest of the State of Nebraska. The State of Nebraska may consider, but is not limited to, one or more of the following award criteria:

Price per items will be awarded based on price per ounce only when variations and/or deviations to the specifications occur and when there are variations to pack sizes;
Location;
Quality;
Delivery time; and,
State contract management requirements or costs.

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.html/>

AA. 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.

BB. 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 proposal;
2. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. 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 one (1) clearly identifying the term or condition by subsection, and two (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.

The State of Nebraska is soliciting bids in response to the ITB. The State of Nebraska will not consider bids that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this ITB must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the ITB or resulting contract the Bidder's clause shall be subordinate to the ITB or resulting contract.

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

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

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 Manager 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

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

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. 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.

H. 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.

I. 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.

J. 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.

K. CONTRACT CONFLICTS

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. SITE RULES AND REGULATIONS

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

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

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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 Part 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.

X. 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, s, 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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. Contractor will submit invoices per facility. 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.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. PRICES

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

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

Core List pricing is to remain firm for the initial **180** days of the contract.

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). No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any price decrease during the term of the contract.

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

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State

harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

KK. 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.

LL. 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.

3. SELF-INSURANCE

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

MM. 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.

NN. 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

A. SCOPE

It is the intent of this bid invitation to establish contracts to supply the following **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** per the attached specifications from date of award for a period of two (2) years with the option to renew 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 end date when mutually agreeable to the vendor and the State of Nebraska.

Primary using State Agency is the Nebraska Department of Correctional Services (NDCS). Secondary using agency is 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 following **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** 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 the following **Canteen Product Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** 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 **Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** not called out in the Core List, as shown in the Attachments within this document

Separate Core Lists for each Canteen Product Category are attached which shall contain the most repetitively purchased **Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream** 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. **See Attachments A through J.** The Core List(s) represents 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.

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).**

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** (see Attachments/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.

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.

a. CORE LIST PRICING

The State will not accept substitutions, products need to be bid as listed. 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-J**. If there are any deviations to the specifications, i.e., size, ounces, weight, case quantity, unit price, case price, etc., the bidder is responsible for stating any such deviations on the bid sheet attachment. In the absence of any stated deviation, or exception, the bid will be accepted in strict compliance and the bidder will be held liable therefore.

Bidder(s) are not required to bid every canteen product 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 canteen product category.

b. CORE LIST FILL RATE

95% fill rate for core items. Back orders will not be accepted. (This applies to Core and Catalog items alike.)

c. CATALOG/NON-CORE PRICING

Prices for Catalog/Non-Core items shall be determined by applying the quoted discount bid on **Attachment K, Catalog Bid Sheet** 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 Catalog/Price List 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.

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. The Discount structure must be clearly stated on the bid sheets and auditable in practice by the State. 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/NONCORE ITEMS.

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

Catalog/Non-Core Categories have been identified as follows on **Attachment K Catalog Bid Sheet** (and vendor catalog items should include the following categories):

- a.** Food (excluding core items)
- b.** Personal Hygiene (excluding core items)
- c.** Health & Beauty (excluding core items)
- d.** Household (excluding core items)
- e.** School/Legal (excluding core items)
- f.** Clothing (excluding core items)
- g.** Dental (excluding core items)
- h.** Pharmacy (excluding core items)
- i.** Beverage (excluding core items)
- j.** Ice Cream (excluding core items)
- k.** Other/Miscellaneous

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.

d. 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 OF PRODUCTS AFTER AWARD

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 prior to making the substitution. **The substitute item "shall" be equivalent in quality and the State's opinion on what is determined equivalent shall prevail and the substitute will be 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 contractor, 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 food, beverage and ice cream.

<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 canteen products 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 CONCERN/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, twenty four (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. LIST OF FACILITY/LOCATIONS & DELIVERY SCHEDULE (OPEN TIMES) may be found attached to the end of this document.

N. STANDARD DELIVERY

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

O. 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.

P. 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.**

Q. 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. Products may be ordered in less than full case quantities.

R. 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.

S. RETURNS

In the event items need to be returned to the vendor due to damage, mis-pick, etc., a credit memo will be given to the State of Nebraska. The credit memo will be applied to the referenced original billing invoice stated on the credit memo. The State of Nebraska shall not be assessed restocking charges, freight or any other form of return charges.

T. 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.

Bids will be accepted on those items listed or approved by the State of Nebraska. In all items bid, the State's opinion on what is determined equivalent shall prevail. The bidder will be held accountable for what is specified. The State reserves the right to test any alternate item(s) bid prior to awarding. If the product bid is determined not to be equivalent after bid has been awarded, contractor shall supply specified product per specifications at bid price. The State reserves the right to request samples of any product(s) listed from the bid sheet, at no expense to the State. If samples are requested, they MUST be provided within seven (7) working days of request. Failure to provide the sample, when requested, may cause that item not to be evaluated. Samples will not be returned.

Send Samples to: State of Nebraska State Purchasing Bureau
ATTN: Julie Dabydeen
5476 OF
1526 K St. Ste. 130
Lincoln, NE 68508

U. RESALE

Products are for resale in inmate canteens. All product bids must follow the rules and regulations governing retail sales.

V. UPC CODES

Successful bidder(s) will be required to furnish UPC codes for awarding items within ten (10) days of contract award. On all products awarded, if substituting or sending bonus size, vendor must submit a new UPC code.

W. PROMOTIONAL ITEMS

Promotional items will not be accepted. Ten (10) days written notification of products that will contain promotional items must be submitted to DCS Purchasing – Attention: Canteen Buyer.

X. NO RED, BLUE, OR BLACK COLORS ALLOWED

Y. PROHIBITION OF CLASS CONTAINERS

No glass containers are allowed in the facilities.

Z. SPECIAL ORDERS

Limited quantities of special orders may be requested.

AA. KOSHER/HALAL PRODUCTS

All Kosher / Halal products that are delivered to the Department of Correctional Services must be labeled with industry standard certified kosher / halal symbol.

BB. CASE QUANTITY

Vendor will provide quantity per case. If adjustments on case quantity have to be made, notification to State Purchasing and approval is needed prior to the change.

CC. ALCOHOL

Products containing any alcohol are not allowed in the institutions. Products should not have any Warning Advisory.

DD. 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. _____

EE. 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 accounts:

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.

FF. 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.

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.

A. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. 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.</p>
			<p>2. 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.</p>
			<p>3. 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).</p>
NOTES/COMMENTS:			

Canteen Products

Categories: Food, Personal Hygiene, Health and Beauty, Household, School/Legal, Clothing, Dental, Pharmacy, Beverage and Ice Cream

General Specifications and Bidder Instructions 5476 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.

A. CORE CANTEEN PRODUCTS AND PRICING

YES	NO	NO & PROVIDE ALTERNATIVE	
			<ol style="list-style-type: none">1. The Bidder shall provide a bid for each Canteen core item listed in Attachments A through J.
			<ol style="list-style-type: none">2. 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.
			<ol style="list-style-type: none">3. The Contractor must inform the State Purchasing Bureau at least thirty (30) days prior to requesting a change. The contractor must provide documentation explaining their adjustments in costs to manufacture produce or otherwise supply the products in order to adjust the charges for any Core product. See Section IV.1.Price
NOTES/COMMENTS:			

B. DEPARTMENT OF CORRECTIONAL SERVICES

YES	NO	NO & PROVIDE ALTERNATIVE	ORDER CONFIRMATION PROCEDURES CANTEEN PRODUCTS
			<ol style="list-style-type: none">1. A firm order for Department of Correctional Services will be provided to the Contractor by the ordering state facility a minimum of seventy two (72) hours before delivery is required.
			<ol style="list-style-type: none">2. Line detail order confirmation will be sent via e-mail to the user placing the order within twenty four (24) hours of order being placed and if needed, any additional e-mail addresses linked to the user account.
			<ol style="list-style-type: none">3. 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.
			<ol style="list-style-type: none">4. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within twenty four (24) hours of receiving notice.

			<p>5. All Catalog/non-core list items ordered or shipped will be invoiced separately.</p>
NOTES/COMMENTS:			

C. DEPARTMENT OF HEALTH AND HUMAN SERVICES

YES	NO	NO & PROVIDE ALTERNATIVE	ORDER CONFIRMATION PROCEDURES CANTEEN PRODUCTS
			<p>1. A firm order for Department of Health and Human Services will be provided to the Contractor by the ordering state facility a minimum of forty eight (48) hours before delivery is required.</p>
			<p>2. Line detail order confirmation will be sent via e-mail to the user placing the order within twenty four (24) hours of order being placed and if needed, any additional e-mail addresses linked to the user account.</p>
			<p>3. 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.</p>
			<p>4. Ordering state facility will accept or reject alternative equivalent substitute items via e-mail to the Contractor within twenty four (24) hours of receiving notice.</p>
NOTES/COMMENTS:			

D. CANTEEN PRODUCTS

YES	NO	NO & PROVIDE ALTERNATIVE	GENERAL DELIVERY INSTRUCTIONS
			<p>1. Estimated delivery service to each State facility can be found on the address attachment. Facility address and delivery contacts are on attached sheets.</p>
			<p>2. 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>
			<p>3. 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>4. 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.</p>

			<p>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> <hr/>
			<p>5. 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 seventy two (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>6. 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>7. 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>8. 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>9. Deliveries must be clearly marked with the invoice/purchase order number.</p>
NOTES/COMMENTS:			

E. CATALOG CANTEEN PRODUCTS AND PRICING

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The Bidder shall provide a catalog list of items or a link to their website showing a comprehensive list of all additional items available from the vendor, but not listed as part of the Core List.</p>
			<p>2. 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 Non-Core Catalog List Attachment K.</p>
NOTES/COMMENTS:			

F. SECRETARY OF STATE REGISTRATION REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	<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>1. 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>a. 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>b. 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>c. 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>2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p>
			<p>3. 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>4. 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 Canteen General Product Specifications

**Form A
Bidder Contact Sheet
Invitation To Bid Number 5476 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	Facility Address	Phone/Fax	Delivery	Business Mgr./ Phone Number	Special
Letter	& Telephone Number	Number	Hours		Instructions
A	DCS Central Warehouse 1001 Pioneers Blvd Lincoln, NE 68502	Phone: 402-479-3010 Fax: 402-479-3248	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Rex Haake 479-3010 Katina Farritor	
B	Tecumseh State Correctional Institution P.O. Box 900 Tecumseh, NE 68450	Phone: 402-335-5998 Fax: 402-335-5115	Monday-Friday 8:00AM-3:00PM	Brandi Holley 402-335-5109	David Beccard, Warehouse Teresa Kalin, FSD 402-335-5998
F	Diagnostic & Evaluation Center 3220 West Van Dorn St Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 22800/Lincoln, NE 68542	Phone: 402-471-3330 Fax: 479-6239 -	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	James Gibson 479-6390 Janet Boyer, FSD 402-479-6215	All items delivered to Central Warehouse unless otherwise requested.
H	Lincoln Correctional Center 3216 West Van Dorn St. 68522 P.O. Box 22800 Lincoln, NE 68542	Phone: 402-471-2861 Fax: 402-479-6100	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Holly Alm 479-6162 Janet Boyer, FSD 402-479-6215	All items delivered to Central Warehouse unless otherwise requested.
I	Cornhusker State Industries (Bus Office) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1254 Fax: 402-479-5627	8:00 AM-4:00 PM	Mike Martin	
I	Cornhusker State Industries (Warehouse) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1264 Fax: 402-471-1263	7:30AM-3:00PM	Shawn Martindale	Full semi-loads requested before noon
J	Nebraska State Penitentiary 4201 S. 14th Street Lincoln, NE 68502 <u>POST OFFICE ADDRESS:</u> P.O. Box 2500 Lincoln, NE 68542	Phone: 402-471-3161 Fax: 402-471-4326 -	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Sara Sump 479-3217 Shawn Shores, FSD Greg Burianek, FSD	All items delivered to Central Warehouse unless otherwise requested. 402-479-3319 402-479-3439

K	Nebraska Correctional Youth Facility 2610 N. 20th Street East Omaha, NE 68110	Phone: 402-595-2000	8:00AM- 11:00AM & 1:00pm-3:30pm	Sandra Rachwalik 402-636-8603	Chelsea Trofholz, FSD 402-636-8660
L	Omaha Correctional Center P.O. Box 11099 Omaha, NE 68111	Phone: 402-595-3963 Fax: 402-595-2227	7:30AM- 10:30AM & 12:30PM- 3:30PM	William Maudlin 402-522-7001	Marlo Fannin, Warehouse Mgr Tim Dickey, FSD 402-522-7010
M	Work Ethic Camp 2309 N Hwy 83 McCook, NE 69001 <u>POST OFFICE ADDRESS:</u> P.O. Box 1150 McCook, NE 69001-1150	Phone: 308-345-8405 Fax: 308-345-8407 -	Call prior to delivery	Jon Anderjaska 308-345-8458 x219	Clarice Shields, FSD 308-345-8405 x 242
O	Community Correctional Center - Omaha 2320 E Avenue "J" Omaha, NE 68110	Phone: 402-595-2010 Fax: 402-595-2227	7:30AM- 10:30AM & 12:30PM- 3:30PM	William Maudlin 402-522-7001	Marlo Fannin, Warehouse Mgr Jeryl Carey, FSD 402-522-7065
P	Residential Treatment Center - @ NSP 4201 S. 14th Street Lincoln, NE 68502 <u>POST OFFICE ADDRESS:</u> P.O. Box 2500 Lincoln, NE 68542	Phone: 402-479-3397 -	Monday - Friday 7:00AM- 11:30AM 12:00PM- 3:00PM	Sheryl Tyrrell 479-3026 Karen Mayo 479-3025	All items delivered to Central Warehouse unless otherwise requested.
Q	DCS Pharmacy 2620 West Van Dorn St. Lincoln, NE 68522	Pharmacy Phone: 402-471- 7805 & 7806 Medical Supply Phone: 402- 471-7807 Fax: 402-471-7809	Monday - Friday 7:00AM-3:30PM	Steve Johnson 402-479-5703	
R	Nebraska Correctional Center for Women 1107 Recharge Rd York, NE 68467-8003	Phone: 402-362-3317 Fax: 402-362-3892	Monday - Friday 7:30AM- 10:45AM 1:30PM-4:00PM	Lisa Stanton 402-362-3317 x 222	* See note below 402-362-3317 x 252
T	Central Office, Bldg #1 (Double "Y") 801 W. Prospector Place, Bldg. #1 Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 94661	Phone: 402-471-2654 -	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	None--Contact Katina Farritor 479-5712	All items delivered to Central Warehouse unless otherwise requested.

	Lincoln, NE 68509				
W	Community Correctional Center - Lincoln 2720 West Van Dorn St. Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 22200 Lincoln, NE 68542	Phone: 402-471-6271 Fax: 402-471-6268	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Sharon Baker 471-6258	All items delivered to Central Warehouse unless otherwise requested. Belinda England, FSD 402-471-6263
Z	Federal Surplus 2700 West Van Dorn St. Lincoln, NE 68522	Phone: 402-471-2677	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Chris Peters 402-471-1237	

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

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

Updated 5/19/2016

**CURRENT DHHS FACILITIES THAT ORDER ITEMS FOR CANTEEN
VENDOR RECEIVING HOURS AND LOCATIONS
NO DELIVERIES WILL BE ACCEPTED ON STATE HOLIDAYS**

A.	Norfolk Veterans' Home 600 E Benjamin Ave Norfolk, NE 68701 402-370-3330 Fax: 402-370-3190	Dani Fischer 402-370-4472	6:30 a.m. – 2:00 p.m. No deliveries accepted 12:00 pm-12:30 pm
B.	Lincoln Regional Center 2705 Folsom St. Lincoln, NE 68522 402-471-4444	Building 14 Linda Devore 402-479-5442	7:00 a.m. – 3:00 p.m.
C.	Youth Rehab & Treatment Center 2802 30 th Avenue Kearney, NE 68845 308-865-5313 Fax: 308-865-5323	Lindsey Eads 308/338-2004	8:00 a.m. – 4:00 p.m. Monday-Friday No Delivery 11:30 a.m. – 12:30 p.m.

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

*Highlighted Facilities currently use canteen, other facilities may use in the future.

A.	Beatrice State Developmental Center 3000 E Lincoln Blvd Beatrice, NE 68310 Diana Knoop, Purchasing 402-223-6805 Fax: 402-223-7546	Dock 5 North Laundry	6:30 a.m. – 4:00 p.m.
B.	Norfolk Veterans' Home 600 E Benjamin Ave Norfolk, NE 68701 Mitch Schwichtenberg, Supplies 402-370-4496 Fax: 402-370-3190	Delivery truck with lift	8:00 a.m. – 4:00 p.m.
C.	Grand Island Veterans' Home 2300 West Capital Ave. Grand Island, NE 68803 Rod Halm, Supply Supervisor 308-385-6252 x 487 Fax: 308-385-6257 Future Site: Central Nebraska Veterans' Home 4510 East 56 th Street Kearney, NE 68847	Loading Dock WWII Bldg Loading Dock	8:00 a.m. – 2:00 p.m. Unknown
D.	Hastings Regional Center W 2 St. PO Box 579 Hastings, NE 68901 Terry Blum, Supply Supervisor 402-462-1971 x 3305 Fax: 402-460-3134	Bldg 5 Delivery truck with lift	8:00 a.m. – 4:30 p.m.
E.	Eastern Nebraska Veteran's Home 12505 South 40 th Street Bellevue, NE 68123 Tom Dudderar, Supply Supervisor 402-591-4897 Fax: 402-591-4943	Delivery truck with lift	8:30 a.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 Linda DeVore, Supply Supervisor 402-479-5442	K Bldg Delivery truck with lift After October 2016 Bldg 14	7:00 a.m. – 3:00 p.m.
G.	Western Nebraska Veterans' Home 1102 W 42 St Scottsbluff, NE 69361 Rene Owens, Supply Supervisor 308-632-0316	Main Bldg dock	8:00 a.m. – 5:00 p.m.
H.	Norfolk Regional Center	Delivery truck with lift	7:00 a.m. – 3:00 p.m.

	1700 N Victory Rd Norfolk, NE 68701 Randall Jensen, Supplies 402-370-3103		
I.	Center For Children/Youth Lincoln Reg. Ctr., East Campus 5845 Huntington Ave. Lincoln, NE 68507 Kurt Lockard, Non-Clinical Supervisor 402-416-3233	Delivery truck with lift	8:00 a.m. – 4:30 p.m.
J.	Youth Rehab & Treatment Center 855 North 1 st Street Geneva, NE 68361 Olivia Glenn, Supplies 402-759-3164 x 224 Fax: 402-759-4804	Delivery truck with lift	8:00 a.m. – 4:00 p.m. Monday-Friday
K.	Youth Rehab & Treatment Center 2802 30 th Avenue Kearney, NE 68845 Lindsey Eads, Supplies 308-338-2004 Fax: 308-865-5323	Dock	8:00 a.m. – 2:30 p.m. Monday-Friday

ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
BACON, PRECOOKED	Ind Serving	17,179				\$	-		
						\$	-		
						\$	-		
BEANS, INSTANT, REFRIED, POUCH ONLY	Max. 7 Oz.	95,564				\$	-		
						\$	-		
						\$	-		
BEANS, VEGETARIAN, LIST BRANDS, POUCH ONLY	Max. 16 Oz.	Unknown				\$	-		
						\$	-		
						\$	-		
BEANS, W/ PORK, LIST BRANDS, POUCH	Max. 8 Oz.	786				\$	-		
						\$	-		
						\$	-		

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

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COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* CANDY BARS	Regular	127,310				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* CANDY, CHOCOLATE, PACKAGE, (SEND SAMPLES)	PK	15,974				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* CANDY, NON-CHOCOLATE PACKAGE (SEND SAMPLES)	PK	180,897				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
* CANDY, JOLLY RANCHERS, BRACH'S	7 Oz.	20,190				\$ -			
						\$ -			

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
CANDY, SUGARLESS , SORBEE OR EQUIVALENT	Max. 6 Oz.	878				\$ -			
CANDY, TOOTSIE POPS	7.75 Oz.	3,028				\$ -			
* CANDY, M&M PEANUT	16 Oz.	6,518				\$ -			
* CANDY, M&M PLAIN	16 Oz.	3,694				\$ -			
CANDY, TOOTSIE ROLL, MIDGET	9.75 Oz.	790				\$ -			
* CANDY, TWIZZLERS, ALL FLAVORS	16 Oz.	4,176				\$ -			
* CANDY, TWIZZLERS, PULL & PEEL, ALL FLAVORS	13-16 Oz.	Unknown				\$ -			

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FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* CERTS MINTS	24 Ct.	1,799				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
* CHEESE SQUEEZE BOTTLE, LIST FLAVORS, MUST INCLUDE MILD AND HOT	Max. 16 Oz.	43,437				\$	-		
						\$	-		
CHICKEN, WHITE CHUNK, POUCH ONLY	3 Oz.	63,433				\$	-		
						\$	-		

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* CHIPS, LIST BRAND, LIST FLAVORS (INCLUDE PRETZLES) 16 OZ Max.	Bag	150,143				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

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NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

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FOOD PRODUCTS CORE LIST

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* SNACK/PARTY MIX, LIST FLAVORS	7.75 - 12 Oz.	14,543				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
COOKIES, INDIVIDUAL, LIST BRAND, LIST FLAVOR	6 Oz.	79,217				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

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COOKIES, PACKAGE, LIST BRAND, LIST FLAVOR	16 Oz.	59,172				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
* CORNNUTS, LIST FLAVORS	Ind Serving	14,084				\$	-		
						\$	-		
						\$	-		
						\$	-		
CRACKERS, CHEESE, CHEEZIT OR EQUIVALENT	10 Oz.	6,916				\$	-		
* CRACKERS, CINNAMON CRISPS, KEELBER'S	4.5 Oz.	Unknown				\$	-		

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FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
CRACKERS, CLUB, KEEBLER'S	16 Oz.	Unknown				\$ -			
CRACKERS, CLUB, KEEBLER'S	5.25 Oz.	818				\$ -			
*	CRACKER, GRAHAM, LIST FLAVORS	16 Oz.	1,953			\$ -			
*	CRACKER, SALTINE, LIST VARIETIES	16 Oz.	6,138			\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT A
FOOD PRODUCTS CORE LIST

*****COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE*****

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
CRACKERS, SANDWICH, LIST FLAVORS	Ind Serving	13,289				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
CRACKER, SNACK	12 Oz.	31,358				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
CRACKER, TOWNHOUSE, KEEBLER	16 Oz.	Unknown				\$	-		

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelf life on pastries and snack products. 30 days from delivery date.

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FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
CREAMER, COFFEE, LIST BRAND, LIST FLAVORS	15 Oz.	20,969				\$	-		
						\$	-		
						\$	-		
* DIP, FRITO LAY BRAND, LIST FLAVORS	9 Oz.	Unknown				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

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FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* FISH STEAKS, POUCH ONLY	3.50 Oz.	39,221				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
FRUIT CUP, MIXED, PLASTIC CUP	Max. 4 Oz.	434				\$ -			
						\$ -			
* GUM, LIST FLAVORS	5 Pk.	21,646				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* GUM, SUGAR FREE, LIST FLAVORS	5 Pk.	Unknown				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
HAM, CHUNK, POUCH	3 Oz.	4,680				\$ -			
HONEY, SQUEEZE BOTTLE	Max.. 12 Oz.	5,540				\$ -			
* JACK LINKS, LIST FLAVORS (SUBMIT SAMPLES)	1 Oz.	Unknown				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

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FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
JELLIES, ASSORTED FLAVORS	Ind Serving	66,912				\$	-		
						\$	-		
KIPPER SNACK, POUCH ONLY	4 Oz.	Unknown				\$	-		
KRAFT MIRACLE WHIP INDIVIDUALS	Ind Serving	69,557				\$	-		
						\$	-		
LEMON JUICE, SQUEEZE BOTTLE	Max. 2.5 Oz.	5,932				\$	-		
MUSTARD AND KETCHUP PACKETS	Ind Serving	2643-K 4043-M				\$	-		
						\$	-		
* NUTS, LIST TYPE AND FLAVORS, BAG	Max. 10 Oz.	76,480				\$	-		
						\$	-		

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DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* OATMEAL INSTANT PKTS, BOX, LIST FLAVORS	6-12 Pks.	22,007				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
OYSTERS, SMOKED, WHOLE, POUCH ONLY	Max. 3.75 Oz.	Unknown				\$ -			
PEANUT BUTTER, SMOOTH, LIST BRANDS	Max. 18 Oz.	14,966				\$ -			
						\$ -			
						\$ -			

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FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
PEANUT BUTTER, CHUNKY, LIST BRAND	Max. 18 Oz.	5,884				\$ -			
						\$ -			
						\$ -			
PEPPERS, JALAPENO, SLICED, RESEALABLE, PLASTIC CONTAINER	Max. 12 Oz.	18,267				\$ -			
PICKLES, REGULAR AND HOT, INDIVIDUALLY WRAPPED	EA	22,060				\$ -			
						\$ -			
						\$ -			
* POPCORN, BAGGED, LIST FLAVORS (8 OZ Max.)	2-8 Oz.	29,204				\$ -			
						\$ -			
						\$ -			

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* POPCORN, CARAMEL, LIST BRANDS	6 Oz.	5,402				\$ -			
						\$ -			
						\$ -			
* POUCH, PRE-COOKED MEALS	Ind Serving	67,230				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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PUDDING CUPS, NON-REFRIGERATED, 4 PACK	Mx. 4 Oz.	2,960				\$ -			
RICE, INDIVIDUAL, LIST BRAND, LIST FLAVORS, PLASTIC POUCH, 8 OZ Max.	EA	65,937				\$ -			
SALAMI, BEEF, (SUBMIT SAMPLE WITH BID)	3-5 Oz.	14,388				\$ -			
SARDINES, LIST FLAVORS, POUCH ONLY	Max. 3.75 Oz.	17,448				\$ -			

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SAUCE, LOUISIANA HOT	Max. 6 Oz.	8,595				\$ -			
* SAUCE, PICANTE, SQUEEZE BOTTLE, HOT AND MILD	Max. 11.5 Oz.	3,437				\$ -			
* SAUSAGE, BEEF SUMMER, LIST FLAVORS, SUBMIT SAMPLES W/BID	3-5 Oz.	105,314				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* SAUSAGE, VIENNA, LIST FLAVORS - POUCH ONLY, SUBMIT SAMPLES W/BID	Max. 5 Oz.	Unknown				\$ -			
SHRIMP, TINY, POUCH ONLY	Max. 4.5 Oz.	Unknown				\$ -			
* SOUP, LIST FLAVORS (MUST INCLUDE CAJUN), CUP ONLY	Ind Serving	607,882				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
SOUP, LIST FLAVORS (MUST INCLUDE CAJUN), PACKAGE ONLY	Ind Serving	Unknown				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
* SPAM, LIST FLAVORS, POUCH ONLY	Max. 7 Oz.	6,558				\$	-		
SUGAR	Ind Serving	112,596				\$	-		

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
SUGAR CUBES	16 Oz.	5,176				\$	-		
						\$	-		
SWEETENER, ARTIFICIAL	100/BX	11,177				\$	-		
						\$	-		
TORTILLAS, FLOUR (4/BAG), NON- REFRIGERATED, SUBMIT SAMPLE W/BID	Max. 11.5 Oz.	118,146				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
* TUNA, STARKIST, OIL AND WATER PACKED	Max. 6.5 Oz.	51,832				\$	-		
						\$	-		

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* FRESH PASTRIES/MUFFINS, INDIVIDUALLY WRAPPED, SINGLE SERVING SIZES, FROZEN PRODUCT NOT ACCEPTABLE. SHELF LIFE - MINIMUM 10 DAYS FROM DELIVERY DATE	Ind Serving	175,234				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* SNACK PRODUCTS, INDIVIDUALLY WRAPPED SERVINGS, BOXED - PRODUCTS, INCLUDING GRANOLA BARS, ETC.	Ind Serving	76,196				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* ICE CREAM, MINIMUM REQUIREMENT OF 7 FLAVORS - MUST PROVIDE WOODEN SPOONS	PINT	68,658				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
MEAT, PEPPERONI, SLICED, PACKET, (SUBMIT SAMPLES)	3.5 Oz.	277,999				\$ -			
MEAT, SALAMI, SLICED, PACKET, (SUBMIT SAMPLES)	3.5 Oz.	3,565				\$ -			
*						\$ -			
SHERBERT, LIST FLAVORS, MUST PROVIDE WOODEN SPOONS	PINT	3,363				\$ -			

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT A
FOOD PRODUCTS CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brands & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal and Animal Free Products Bidding)
* ICE CREAM NOVELTIES, MINIMUM 4 PRODUCTS INCLUDING: DRUMSTICKS, MALT CUPS, ICE CREAM BARS, ETC...MUST PROVIDE WOODEN SPOONS	EA	12,098				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered please list.

NOTE: minimum shelf life on pastries and snack products, 30 days from delivery date.

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***												
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)			
CAP, SHOWER, INDIVIDUAL PLASTIC	EA	4,145					\$ -					
CLIPPER, FINGER NAIL, NO FILE, INDIVIDUAL	EA	1,278					\$ -					
CLIPPER, TOE NAIL, NO FILE, INDIVIDUAL	EA	3,793					\$ -					
COMB, AFRO, PLASTIC 9.25" MAXIMUM	EA	529					\$ -					
COMB, BARBER, NO METAL	EA	909					\$ -					
COMB, POCKET, 5" MAXIMUM, PLASTIC, INDIVIDUAL	EA	1,556					\$ -					
COMB, HAIR PICK, PLASTIC, LARGE, INDIVIDUAL	EA	456					\$ -					
CREAM, BLEACHING, BLK AND WHITE, 1 OZ	EA	26					\$ -					
CREAM, COCOA BUTTER STICK, 1 OZ	EA	UNKNOWN					\$ -					

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***										
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)	
CREAM, NOXZEMA, SKIN, 2.5 OZ	EA	1,515					\$ -			
DEODORANT, ROLL ON, LIST BRAND, ANIMAL FREE, KOSHER, 1.5 TO 3 OZ	EA	12,414					\$ -			
							\$ -			
							\$ -			
							\$ -			
DEODORANT, SOLID, LIST BRAND, ANIMAL FREE, KOSHER, 1.5 TO 3 OZ	EA	8,902					\$ -			
							\$ -			
							\$ -			
							\$ -			

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
DEODORANT, STICK, LADIES/MEN, LIST BRANDS, ANIMAL FREE, KOSHER, 1.5 TO 3 OZ SIZE	EA	10,776				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***												
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)			
DISH, SOAP, TWO PIECE, (NO HINGE)	EA	3,486					\$ -					
HAIR BRUSH, GROOMING CLUB/PALM, INDIVIDUAL	EA	1,179					\$ -					
HAIR BRUSH, VENTED STYLING, INDIVIDUAL	EA	707					\$ -					
							\$ -					
CONDITIONER, LIST BRAND, ANIMAL FREE, KOSHER 15 OZ MAXIMUM	EA	UNKNOWN					\$ -					
							\$ -					
							\$ -					
CONDITIONER, BRAND NAME, LIST BRAND, ANIMAL FREE, KOSHER 15 OZ MAXIMUM	EA	7,997					\$ -					
CONDITIONER, LEAVE IN, LIST BRAND, 15 OZ MAXIMUM	EA	UNKNOWN					\$ -					
CONDITIONER, ETHNIC, LIST BRAND, 15 OZ MAX	EA	UNKNOWN					\$ -					
CONDITIONER, GENERIC, 15 OZ MAXIMUM	EA	UNKNOWN					\$ -					
CONDITIONER, SUAVE WATERFALL MIST, NO SUBSTITUTION, 12 OZ.	ea	1,000										
HAIR DRESSING, LIST BRAND, 3.5 OZ MAXIMUM	EA	1,281					\$ -					
HAIR DRESSING AND CONDITIONING, ETHNIC, LIST BRANDS, 4.5 OZ MAXIMUM	EA	56					\$ -					
							\$ -					

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***										
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)	
HAIR FOOD, ETHNIC, LIST BRAND, 5.5 OZ MAXIMUM	EA	1,166					\$ -			
							\$ -			
HAIR FOOD, GENERIC , 4.5 OZ MAXIMUM	EA	UNKNOWN					\$ -			
							\$ -			
HAIR MOISTURIZER, ETHNIC, LIST BRAND, 8 OZ MAXIMUM	EA	UNKNOWN					\$ -			
							\$ -			
							\$ -			
HAIR MOISTURIZER, LIST BRAND, 8 OZ	EA	UNKNOWN					\$ -			
LOTION, BABY, ONE NAME BRAND ONE GENERIC, 4 OZ	EA	3					\$ -			
LOTION, COCOA BUTTER ONE NAME BRAND/ONE GENERIC, 15 OZ	EA	4,770					\$ -			
							\$ -			

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
LOTION, LIST BRANDS, ANIMAL FREE, 15 OZ	EA	UNKNOWN					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
LOTION, ONE BRAND NAME/ONE GENERIC, LIST BRANDS, 15 OZ MAXIMUM	EA	1,502					\$ -		
LOTION, MEDICATED, LIST BRAND PLASTIC TUBE, BOTTLE POUCH, 15 OZ MAXIMUM	EA	124					\$ -		
MAGIC SHAVE CRÈME, PLASTIC TUBE, BOTTLE OR CANISTER, 4.5 - 6 OZ	EA	251					\$ -		
MAGIC SHAVE POWDER, LIST STRENGTHS, PLASTIC TUBE, BOTTLE OR CANISTER, 4.5 - 6 OZ	EA	UNKNOWN					\$ -		
							\$ -		
FACIAL LOTION, NAME BRAND, LIST BRANDS, 4OZ MAX	EA	93					\$ -		

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***										
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)	
FACIAL WASH, NEUTROGENA OIL-FREE OR EQUIVALENT LIST BRAND ANIMAL FREE, 4 OZ MAX	EA	153					\$ -			
							\$ -			
PADS, PANTILINERS, W/ ADHESIVE STRIP, LIST BRAND, 22 CT	PK	203					\$ -			
PADS, STAYFREE MINI PADS, W/ ADHESIVE STRIP, 20 CT MAX	PK	17					\$ -			
RAZOR AND BLADE, NO SINGLE BLADE	EA	521					\$ -			
							\$ -			
RAZOR CARTRIDGE, TRAC II, 5 EA. PACK	PK	UNKNOWN					\$ -			
RAZOR, BIC DISPOSABLE, NO SINGLE BLADE, 5-10 PK	PK	740					\$ -			
RAZOR, BIC SENSITIVE SKIN, NO SINGLE BLADE, 10 PK	EA	10,321					\$ -			
RAZOR, DISPOSABLE, NO SINGLE BLADE, 5-10 PK	PK	1,926					\$ -			
							\$ -			
SHAMPOO/CONDITIONER COMBINATION, LIST BRANDS, 15 OZ	EA	2,538					\$ -			
							\$ -			
							\$ -			

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***										
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)	
SHAMPOO, LIST BRANDS, ANIMAL FREE, 15 OZ	EA	2,480					\$ -			
							\$ -			
SHAMPOO, DANDRUFF, LIST BRAND, 15 OZ MAX	EA	515					\$ -			
							\$ -			
SHAMPOO, ETHNIC, 15 OZ MAX	ea	200					\$ -			
SHAMPOO, SUAVE DAILY CLARIFYING, FRESH SCENT, NO SUBSTITUTION		1,000					\$ -			
SHAMPOO, BRAND NAME, LIST BRAND, 15 OZ	EA	13,388					\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
SHAMPOO, MEDICATED, LIST BRAND, 15 OZ MAX	EA	UNKNOWN					\$ -			
SHAMPOO, DETANGLING, 16 OZ MAX	EA	UNKNOWN					\$ -			
SHAVE CREME, ETHNIC, LIST BRAND, 11 OZ Max	EA	933					\$ -			

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***										
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)	
SHAVE CREME, LIST BRAND, ANIMAL FREE, KOSHER, 11 OZ MAX	EA	1,097					\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
SHAVE CREME, WOMEN'S, BRAND NAME, LIST BRAND, 7 TO 11 OZ	EA	18					\$ -			
SHAVE GEL, NAME BRAND, LIST BRAND, 11 OZ	EA	71					\$ -			
SHOES, SHOWER, DELUXE, ANTIFUNGAL, NO THONGS, VARIOUS SIZES BEIGE/TAN OR BROWN ONLY; NO BLACK BLUE OR RED	PR	1,298					\$ -			
SOAP, BAR, LIST BRAND, ANIMAL FREE, 5 OZ MAX	EA	UNKNOWN					\$ -			
SOAP, BAR, CLEANSING COMPLEXION BAR, 5.0 OZ MAX	ea	120								

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
SOAP, ANTI-BACTERIAL, FACE, LIST BRAND, 5 OZ MAX	EA	476					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
SOAP, BATH BAR, LIST BRAND, 5 OZ MAX	EA	15,031					\$ -		
							\$ -		
							\$ -		

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
SOAP, BATH, DEODORANT NAME BRAND, LIST NAME, 5 OZ MAX	EA	23,552					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

ATTACHMENT B
PERSONAL HYGIENE PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***												
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)			
SOAP, MOISTURIZING, LIST BRAND, 5 OZ	EA	61,523					\$ -					
SUNBLOCK, SPF 30 NAME BRAND, LIST BRAND, 40 OZ	EA	141					\$ -					
SUNBLOCK, GENERIC, SPF 30, 4 OZ	EA	158					\$ -					
TAMPONS, TAMPAX, REGULAR, CARDBOARD APPLICATOR ONLY, 8 CT	PK	344					\$ -					
TAMPONS, TAMPAX, SUPER, CARDBOARD APPLICATOR ONLY, 10 CT	PK	848					\$ -					
TWEEZERS (SLANTED), PLASTIC	EA	927					\$ -					
TWEEZERS (SLANTED), METAL	EA	399					\$ -					
VASELINE PETROLEUM JELLY LIP THERAPY ADVANCED, .35 OZ., NO SUBSTITUTION	ea	200					\$ -					
WASH, BODY, LIQUID, ONE NAME BRAND/ONE GENERIC, LIST BRANDS, 16 FL OZ MAX	EA	1,329					\$ -					
							\$ -					
							\$ -					

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
AFTERSHAVE, GENERIC, NON-ALCOHOL, 2-4 OZ	EA	321					\$ -		
							\$ -		
AFTERSHAVE, NAME BRAND, NON-ALCOHOL, 2-4 OZ	EA	452					\$ -		
ACCESSORIES, HAIR, BARRETTES, PLASTIC WITH METAL CLIPS, 3", 4 PACK	PK	68					\$ -		
ACCESSORIES, HAIR, CLINCHER COMBS, 5"	EA	46					\$ -		
ACCESSORIES, HAIR, SIDE COMBS, 2 PACK	EA	36					\$ -		
ACCESSORIES, HAIR, STRETCHER COMBS	EA	UNKNOWN					\$ -		
BAG, MAKEUP/SHAVING, CLEAR PLASTIC	EA	654					\$ -		
							\$ -		
BALM, LIP, BRAND NAME, .35 OZ MAX	EA	2,242					\$ -		

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	SIZE	ANNUAL EST. USAGE PER UNIT	SPECIFY BRAND & SIZE BIDDING	UNIT PRICE BY EACH	UNIT PRICE PER OUNCE	CASE QUANTITY	CASE PRICE	BIDDER'S PRODUCT NUMBER	STATE ANY CHANGES FROM SPECS. AND (IDENTIFY KOSHER, HALAL, GLUTEN FREE, SOY FREE AND ANIMAL FREE PRODUCTS BIDDING)
BALM, LIP, BRAND NAME, MEDICATED, SUN PROTECTION, .35 OZ MAX	EA	1,581				\$	-		
						\$	-		
BOBBY PINS, BLACK OR BROWN	PK	250				\$	-		
BUF-PUF	EA	1,548				\$	-		
DOO RAGS, WHITE ONLY, INDIVIDUAL	EA	1,703				\$	-		
DOUCHE, DISPOSABLE, FRESH SCENT	PK	82				\$	-		
DOUCHE, DISPOSABLE, VINEGAR	PK	48				\$	-		
EMERY BOARDS, 10 PACK	PK	1,856				\$	-		
GEL, HAIR, STYLING, DEP, #8 EXTRA HOLD, NON ALCOHOL , 15 OZ MAX	EA	UNKNOWN				\$	-		
						\$	-		
GEL, HAIR, STYLING, ETHNIC, 15 OZ MAX, NON-ALCOHOL	EA	UNKNOWN				\$	-		

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
GEL, HAIR, STYLING, ETHNIC, 4 OZ MAX, NON-ALCOHOL	EA	502					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
GEL, HAIR, STYLING, NON ALCOHOL, 4 OZ	EA	631					\$ -		
HAIR SPRAY, NON-AEROSOL, NON-ALCOHOL, GENERIC, 5-7 OZ	EA	256					\$ -		
HAIR SPRAY, NON-AEROSOL, NON-ALCOHOL, NAME BRAND, 5-7 OZ	EA	UNKNOWN					\$ -		
* INSOLE, FOOT, GENERIC, NO GEL	EA	120					\$ -		
* INSOLE, FOOT, NAME BRAND, NO GEL	EA	56					\$ -		
PONY TAIL HOLDERS, ELASTIC ONLY, BLACK	PKG	3,120					\$ -		

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
POWDER, BABY, LIST BRANDS, 15 OZ	PKG	3,337				\$	-		
POWDER, BODY, LIST BRANDS, 15 OZ	EA	UNKNOWN				\$	-		
POWDER, BODY, GOLD BOND, 8 OZ	EA	257				\$	-		
* POWDER, FOOT, MEDICATED, 3 OZ	EA	42				\$	-		
PUFF BALLS, PLASTIC BAG, 100 COUNT	PK	4				\$	-		
ROLLERS, HAIR, BRUSH, LARGE	PK	UNKNOWN				\$	-		
ROLLERS, HAIR, BRUSH MEDIUM	PK	UNKNOWN				\$	-		
ROLLERS, HAIR, FOAM, LARGE	PK	60				\$	-		
ROLLERS, HAIR, FOAM, MEDIUM	PK	37				\$	-		

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ATTACHMENT C
HEALTH AND BEAUTY PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
* SHAMPOO, TAR	EA	19				\$	-		
SUNGASSES, NON-MIRROR, PLASTIC LENS - (SEND SAMPLE OF SUNGASSES W/BID)	PR	936				\$	-		
						\$	-		
SUNGASSES, CLIP ON, NON-MIRROR, PLASTIC LENS - (SEND SAMPLE OF SUNGASSES W/BID)	PR	105				\$	-		
						\$	-		
SWABS, COTTON, APPROX 80-100	PK	10,686				\$	-		
SWEAT BAND, HEAD, WHITE ONLY, INDIVIDUAL	EA	UNKNOWN				\$	-		

ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
ADAPTER, TV RG59 TO PAL VIDEO ADAPTER	EA	616				\$	-		
AIR FRESHENER, LIST FRAGRANCES, TREE ONLY	EA	11,859				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
ALARM CLOCK, BATTERY OPERATED, CLEAR, DIGITAL, BRAND NAME (NO LUMINARY) (SUBMIT SAMPLES)	EA	755				\$	-		
AUDIO, HEADPHONE ADAPTER 1/8" TO 1/4"	EA	1,128				\$	-		

* LIST AVAILABLE FRAGRANCES

** LIST SIZES. If more offered please list.

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
AUDIO, HEADPHONE CABLE, 6' MAXIMUM, NOT COILED	EA	2,180				\$	-		
AUDIO, HEADPHONE, KOSS	KTX6	1,817				\$	-		
AUDIO, EARBUD	TD61	8,222				\$	-		
BALL, RACQUET, CLEAR PLASTIC PACKAGING	3/PK	271				\$	-		
BALL, TENNIS, CLEAR PLASTIC PACKAGING	3/PK	79				\$	-		
BATTERY, NAME BRAND, BLISTER PACK, 9 VOLT MUST HAVE UPC	EA	113				\$	-		
BATTERY, NAME BRAND (2 PACK), BLISTER PACK, C SIZE, MUST HAVE UPC	EA	13				\$	-		
BATTERY, NAME BRAND (4 PACK), BLISTER PACK, AA SIZE, MUST HAVE UPC	EA	756				\$	-		
BATTERY, NAME BRAND (2 PACK), BLISTER PACK, D SIZE, MUST HAVE UPC	EA	168				\$	-		
BATTERY, NAME BRAND (2 PACK OR 4 PACK), BLISTER PACK, AAA SIZE, MUST HAVE UPC	EA	1,426				\$	-		

ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***										
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)	
BATTERY, GENERIC, BLISTER PACK, 9 VOLT, MUST HAVE UPC	EA	1					\$ -			
BATTERY, GENERIC (4 PACK), BLISTER PACK, AA SIZE, MUST HAVE UPC	EA	50,072					\$ -			
BATTERY, GENERIC (2 PACK), BLISTER PACK, D SIZE MUST HAVE UPC	EA	20					\$ -			
BATTERY, GENERIC (2 PACK OR 4 PACK), BLISTER PACK, AAA SIZE, MUST HAVE UPC	EA	15,997					\$ -			
BATTERY, GENERIC (2 PACK), BLISTER PACK, C SIZE MUST HAVE UPC	EA	2					\$ -			
BULB, LIGHT, GENERIC ASSORTED, 30 AND 40 WATT TO INCLUDE HI INTENSITY (NO HALOGEN)	EA	372					\$ -			
WHITENER, LAUNDRY, LIQUID, NO CHLORIDE, 30 FL OZ MAX INCLUDE VEND SIZE	EA	UNKNOWN					\$ -			
							\$ -			
WHITENER, LAUNDRY, POWDER, NO CHLORIDE, 32 OZ MAXIMUM INCLUDE VENDING SIZE	EA	UNKNOWN					\$ -			
							\$ -			

* LIST AVAILABLE FRAGRANCES

** LIST SIZES. If more offered please list.

ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
CABLE, COAXIAL WITH ENDS, FM-TO-FM SCREW ON, RG6 SHIELDED 6' MAX	EA	2,071					\$ -		
CABLE, SPLITTER, TELEVISION	EA	648					\$ -		
CALCULATOR, HAND HELD, SOLAR POWERED, CLEAR	EA	229					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

* LIST AVAILABLE FRAGRANCES

** LIST SIZES. If more offered please list.

ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
CARDS, GREETING, ASSORTED AND SEASONAL, NO GLITTER	EA	17,435					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

* LIST AVAILABLE FRAGRANCES

** LIST SIZES. If more offered please list.

ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
							\$ -		
							\$ -		
CARDS, PINOCHLE	EA	1,566					\$ -		
CARDS, POKER	EA	7,879					\$ -		
CD CLEANER	EA	UNKNOWN					\$ -		
CHECKERS SET	EA	35					\$ -		
CHESS SET	EA	172					\$ -		
CLIP, ID, IDENTIFICATION CARD CLIP ONLY	EA	573					\$ -		
CONTAINER W/ LID, STORAGE, PLASTIC 16 QT MAX	EA	620					\$ -		
CRAYONS, CRAYOLA, 16 COUNT	EA	81					\$ -		
DETERGENT, LIQUID, LIST BRANDS, LIST SIZES, 50 OZ MAX	EA	635					\$ -		
							\$ -		

* LIST AVAILABLE FRAGRANCES

** LIST SIZES. If more offered please list.

ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
DETERGENT, LIQUID, HIGH EFFICIENCY, LIST SIZES 50 FL OZ MAX	EA	120					\$ -		
							\$ -		
DICTIONARY, POCKET SIZE, APPROXIMATELY 5"X8"	EA	195					\$ -		
DICTIONARY, POCKET SIZE, SPANISH TO ENGLISH, APPROXIMATELY 5"X8"	EA	19					\$ -		
DOMINOS, DOUBLE 9, IVORY & BLACK ONLY	EA	50					\$ -		
FABRIC SOFTENER, DRYER SHEETS, 40 CT	PKG	289					\$ -		
HANGERS, PLASTIC, TUBULAR, WHITE ONLY, 17 INCH	EA	9,873					\$ -		
HEAD CLEANER, CD NO LIQUID, NOT TO EXCEED 8"X10"	EA	38					\$ -		
LAMP, CLIP/CLAMP ON, CLEAR, STANDARD BULB (NO HALOGEN)	EA	1,077					\$ -		
MUG, NON INSULATED, PLASTIC, 12 OZ MAX	EA	1,292					\$ -		

* LIST AVAILABLE FRAGRANCES

** LIST SIZES. If more offered please list.

ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
PHOTO ALBUM, PLASTIC SHEET TYPE, 20 PAGE MAXIMUM	EA	1,728				\$	-		
PINS, PUSH, CLEAR, MAX 25 COUNT	EA	185				\$	-		
POLY FIL, 20 OZ MAXIMUM SIZE	EA	27				\$	-		
RECEIVER, AM/FM, WALKMAN STYLE, CLEAR PLASTIC, LIST BRANDS, WARRANTY	EA	1,506				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
REMOTE CONTROL, TV, UNIVERSAL RCA, COMPATABLE WITH DIGITAL TV	EA	769				\$	-		
SURGE PROTECTOR, 6' LONG, 3-6 OUTLETS, NO METAL, WHITE OR TAN	EA	65				\$	-		

* LIST AVAILABLE FRAGRANCES

** LIST SIZES. If more offered please list.

ATTACHMENT D
HOUSEHOLD PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
SURGE PROTECTOR, SINGLE OUTLET	EA	269				\$	-		
TUMBLER W/LID, SOFT PLASTIC, CLEAR 12-22 FL OZ	EA	8,544				\$	-		
WALLET, CD, 12 DISC, BLACK, MAX 24	EA	320				\$	-		

* LIST AVAILABLE FRAGRANCES

** LIST SIZES. If more offered please list.

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ATTACHMENT E
LEGAL AND SCHOOL SUPPLIES CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
BINDER, THREE RING, FOLDER W/ POCKETS, PLASTIC RINGS ONLY	EA	3				\$	-		
BOOK, ADDRESS, 3 X 5, MAX 36 PAGES	EA	1,651				\$	-		
BOOK, THEME, WIRELESS, 1 SUBJECT, 80 PAGE APPROX	EA	4,626				\$	-		
BOOK, THEME, WIRELESS, 3 SUBJECT, 120 PAGE APPROX	EA	Unknown				\$	-		
ENVELOPE, MANILA, NO CLASP, 6" X 9" APPROX	EA	7,489				\$	-		
ENVELOPE, MANILA, NO CLASP 10" X 13" APPROX	EA	11,952				\$	-		
ENVELOPE, MANILA, NO CLASP, 17"X22" APPROX	EA	439				\$	-		
ERASER, RUBBER, BAR TYPE	EA	1,156				\$	-		
FILE FOLDERS, MULTI COLOR, 1/3 CUT, 12 PACK	EA	13,459				\$	-		
PAD, LEGAL, 8.5 X 11, WHITE, 50-100 SHEETS	EA	10,800				\$	-		
PAPER, 8 1/2 X 11, BUFF, 20# REAM	PK	254				\$	-		
PAPER, 8 1/2 X 11, GREY, 20# REAM	PK	5,889				\$	-		

SPECIFY PACKAGE SIZE AND SHEET COUNT. If more offered please list.

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ATTACHMENT E
LEGAL AND SCHOOL SUPPLIES CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
PAPER, FILLER, WHITE, WIDE RULE 200 CT MAXIMUM	PK	514				\$	-		
PAPER, TYPING/COPY, 8 1/2 X 11, 20# WEIGHT, WHITE, REAM	PK	74,217				\$	-		
						\$	-		
						\$	-		
PEN, HI-LITER, YELLOW BLUE AND PINK COLORS, INDIVIDUAL	EA	2,559				\$	-		
PEN, STICK, BLACK, MEDIUM	EA	14,571				\$	-		
PEN, STICK, BLUE, MEDIUM	EA	10,570				\$	-		
PENCILS, DRAWING, REGULAR, 12 PACK	PK	1,205				\$	-		
PENCILS, LEAD, #2, W/ERASER, INDIVIDUAL	EA	8,138				\$	-		
TABLET, RULED, 6 X 9, COLOR, MAXIMUM 120 PAGES	EA	581				\$	-		
TAPE, TRANSPARENT, w/ DISPOSABLE DISPENSER, 1/2 TO 3/4" WIDTH	EA	4,903				\$	-		

SPECIFY PACKAGE SIZE AND SHEET COUNT. If more offered please list.

ATTACHMENT F
CLOTHING PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
* CAP, BASEBALL, GREY ONLY, ADJUSTABLE	EA	864					\$ -		
							\$ -		
* CAP, STOCKING, GRAY ONLY, NO LOGOS, ONE SIZE FITS ALL	EA	969					\$ -		
							\$ -		
GLOVES, WINTER, LINED, BUFF, BEIGE OR BROWN, NO LEATHER	PR	37					\$ -		
POLISH, SHOE, PASTE, BLACK ONLY	EA	108					\$ -		
SADDLE SOAP	EA	1					\$ -		
SEWING KIT, NO SCISSORS	EA	1,303					\$ -		
SHOE BRUSH	EA						\$ -		
SHOELACE BLACK HEAVY DUTY, 2/SET, 54"	EA						\$ -		
SHOELACE WHITE ATHLETIC, 2/SET, 54"	EA	423					\$ -		
							\$ -		
SUPPORTER, ATHLETIC, S.M.L,XL,XXL	EA	26					\$ -		

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ATTACHMENT G
DENTAL PRODUCTS CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
DENTURE BRUSH	EA	168					\$ -		
DENTURE CUP, INDIVIDUAL PACKAGE	EA	180					\$ -		
DENTURE TABLETS, GENERIC, 10-40 CT	PK	702					\$ -		
DENTURE TABLETS - NAME BRAND, 40-40 CT	PK	290					\$ -		
DENTURE ADHESIVE - PASTE, NAME BRAND, LIST SIZE	EA	1,099					\$ -		
DENTURE ADHESIVE, POWDER, GENERIC, LIST SIZE	EA	322					\$ -		
DENTURE ADHESIVE - PAD, NAME BRAND, LIST SIZE	EA	13					\$ -		
FLOSS, DENTAL TAPE, 100 YARDS MAX	EA	UNKNOWN					\$ -		
FLOSS, DENTAL SAFETY LOOP	PK	3,615					\$ -		
FLOSS, DENTAL, WAXED, 100 YARDS MAX	EA	159					\$ -		
MOUTHWASH, LIST BRAND, NON ALCOHOL, ANIMAL FREE, 6-8 OZ	EA	UNKNOWN					\$ -		
MOUTHWASH, NAME BRAND, NON ALCOHOL, 6-8 OZ	EA	1,894					\$ -		

If more offered please list.

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ATTACHMENT G
DENTAL PRODUCTS CORE LIST

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
MOUTHWASH, GENERIC, NON ALCOHOL, 6-8 OZ	EA	5,321					\$ -		
TOOTHBRUSH HOLDER/CAP, PLASTIC, TUBE TYPE	2 PIECE	5,056					\$ -		
TOOTHBRUSH, NAME BRAND, SOFT ONLY	EA	9,974					\$ -		
							\$ -		
							\$ -		
TOOTHBRUSH, GENERIC, SOFT ONLY	EA	12,807					\$ -		
							\$ -		
TOOTHBRUSH, 3.5" TO 4", SAFETY	EA	1,188					\$ -		
TOOTHPASTE, MUST BE KOSHER/ANIMAL FREE, 4-6 OZ	EA	UNKNOWN					\$ -		
							\$ -		
							\$ -		
							\$ -		

If more offered please list.

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ATTACHMENT G
DENTAL PRODUCTS CORE LIST

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
TOOTHPASTE, GENERIC BRAND, LIST ALL AVAILABLE, 4-6 OZ	EA	4,827					\$ -		
							\$ -		
							\$ -		
TOOTHPASTE, NAME BRAND, LIST ALL AVAILABLE, 4-6 OZ	EA	14,221					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

If more offered please list.

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ATTACHMENT G
DENTAL PRODUCTS CORE LIST

DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
TOOTHPASTE, GENERIC, SENSITIVE TEETH AND GUMS, 4-6 OZ	EA	127					\$ -		
							\$ -		
							\$ -		
							\$ -		
TOOTHPASTE, SENSODYNE, 4-6 OZ	EA	981					\$ -		

If more offered please list.

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ATTACHMENT H
PHARMACY CORE LIST

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
ACNE MEDICATION 5%	EA	385					\$ -		
ANALGESIC BALM	EA	330					\$ -		
10% BENZOYL PEROXIDE GEL 10%	EA	113					\$ -		
BENZOYL PEROXIDE GEL 5%	EA	50					\$ -		
BISMATROL TABLETS & LIQUID (PEPTO BISMOL) OR EQUIVALENT	EA	300					\$ -		
BREATHE RIGHT NASAL STRIPS OR EQUIVALENT	PK	89+25					\$ -		
DEEP SEA NASAL SPRAY (OCEAN) OR EQUIVALENT	EA	407					\$ -		
HEMORRHOID OINTMENT	EA	65+118					\$ -		
HYDROCERIN CREAM (EUCERIN) OR EQUIVALENT	EA	476					\$ -		
HYDROCORTISONE CREAM 0.5%	EA	729					\$ -		
LIQUI-TEARS (ARTIFICIAL TEARS) LUBRICANT EYE DROPS	EA	500					\$ -		
LUBRI-SKIN LOTION (LUBRIDERM) OR EQUIVALENT	EA	260					\$ -		
MICONAZOLE CREAM 2%	EA	69					\$ -		
MILK OF MAGNESIA OR EQUIVALENT	EA	217					\$ -		

* Please submit on an attachment; flavors, sizes, product number and case count. If more offered please list.

NASAL DECONGESTANT SPRAY (AFRIN)	EA	300				\$ -		
REGULOID, ORANGE OR EQUIVALENT	EA	498				\$ -		
REGULOID SUGAR FREE ORANGE OR EQUIVALENT	EA	157				\$ -		
SIMTHICONE TABLETS (MYLICON) OR EQUIVALENT	EA	140				\$ -		
VISINE-A EYE DROPS OR EQUIVALENT	EA	15				\$ -		
ANTACID, TABLET, ROLAIDS OR TUMS, ROLL OR POUCH	EA	1,252				\$ -		
COUGH DROPS, INDIVIDUALLY WRAPPED, NAME BRAND, ASSORTED FLAVORS, 30 COUNT MAX	PK	1,039				\$ -		
COUGH DROPS, GENERIC, INDIVIDUALLY WRAPPED, ASSORTED FLAVORS, 30 COUNT MAX	PK	8,380				\$ -		
COUGH DROPS, INDIVIDUALLY WRAPPED, SUGAR FREE, ASSORTED FLAVORS, 30 CT MAX	PK	1,120				\$ -		
FOOT OINTMENT, BRAND NAME, ANTIFUNGUL, .5 OZ	EA	985				\$ -		
VAPOR RUB, NAME BRAND, 1.5 OZ	EA	147				\$ -		
VAPOR RUB, GENERIC, 1.5 OZ	EA	136				\$ -		
CENTRUM SILVER VITAMINS OR EQUIVALENT	EA	300				\$ -		
CENTRUM VITAMINS OR EQUIVALENT	EA	300				\$ -		

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ATTACHMENT H
PHARMACY CORE LIST

VITAMINS WITH CALCIUM SUPPLEMENT	EA	37				\$ -		
VITAMIN, MULTI , ONE-A-DAY, 50 - 100 CT	EA	699				\$ -		
VITAMIN, A , GENERIC, 50 - 100 CT	EA	375				\$ -		
VITAMIN, B, GENERIC, 50 - 100 CT	EA	300				\$ -		
VITAMIN, C, GENERIC, 50 - 100 CT	EA	289				\$ -		
VITAMIN, E, GENERIC, 50 - 100 CT	EA	150				\$ -		
VITAMIN, MULTI A/D COMBO, GENERIC, 50 - 100 CT	EA	227				\$ -		

* Please submit on an attachment; flavors, sizes, product number and case count. If more offered please list.

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
COFFEE, CAPPUCCINO, INSTANT, RESEALABLE POUCH OR PLASTIC, 8 OZ MAX	EA	8,903				\$ -			
COFFEE 100% COLOMBIAN- FREEZE DRIED, INSTANT, RESEALABLE POUCH OR PLASTIC CONTAINER (INCLUDE COLOMBIAN COFFEE LOGO)	4 OZ	67,240				\$ -			
COFFEE, FOLGERS CRYSTALS - FREEZE DRIED, INSTANT, RESEALABLE POUCH OR PLASTIC CONTAINER	8 OZ	22,331				\$ -			
COFFEE, DECAF, INSTANT FREEZE DRIED	3 OZ	12				\$ -			
COFFEE, FOLGERS, DECAF SINGLES	Ind Serving	20				\$ -			
COFFEE, MAXWELL HOUSE INSTANT POUCH - INSTANT, RESEALABLE POUCH	4 OZ	7,132				\$ -			

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
DRINK MIX, LIST ALL FLAVORS, LEMONADE MUST BE INCLUDED. DRINK MIXES MUST BE IN A RESEALABLE FIBER POUCH OR RESEALABLE PLASTIC CONTAINER	19 OZ	86,714				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			

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ATTACHMENT I
BEVERAGE CORE LIST

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
DRINK MIX, CRYSTAL LIGHT LEMONADE, NO SUBSTITUTION							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
DRINK MIX, CRYSTAL LIGHT PEACH TEA, NO SUBSTITUTION	.17 oz	12,000					\$ -		
DRINK MIX, CRYSTAL LIGHT RASPBERRY, NO SUBSTITUTION	.09 oz	7,200					\$ -		
DRINK MIX, CRYSTAL LIGHT RASPBERRY, NO SUBSTITUTION	.08 oz	7,200					\$ -		

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
DRINK MIX, CRYSTAL LIGHT SUNRISE, NO SUBSTITUTION	.16 oz	12,000				\$	-		
SPORT DRINK. LIST ALL FLAVORS AVAILABLE. DRINK MIXES MUST BE IN RESEALABLE FIBER POUCHES OR RESEALABLE PLASTIC CONTAINERS. ACCEPTABLE BRANDS: POWER AID, ALL SPORTS AND GATORADE	32 OZ	18,830				\$	-		
HOT CHOCOLATE, POUCH ACCEPTABLE BRANDS: NESTLES, CARNATION AND KEEFE		32,679				\$	-		
HOT CHOCOLATE, INDIVIDUAL PACKET, 10-16 OZ	Ind Serving	27,301				\$	-		
HOT CHOCOLATE, PLASTIC CONTAINER	12-18 OZ	Unknown				\$	-		
HOT CHOCOLATE, SUGARLESS	Ind Serving	231				\$	-		
JUICE, GRAPEFRUIT	5-7 OZ	278				\$	-		
JUICE, ORANGE	5-7 OZ	925				\$	-		
JUICE, V8	5-7 OZ	474				\$	-		

COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
INSTANT BREAKFAST DRINK	6 OZ	903					\$ -		
							\$ -		
							\$ -		
TEA BAGS, INDIVIDUAL	MAX 48/BX	5,212					\$ -		
							\$ -		
							\$ -		
							\$ -		
TEA, NESTEA TEA (POUCH), INSTANT	.56 OZ	111					\$ -		
TEA, SUGAR AND LEMON, INSTANT	12 OZ	75					\$ -		

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
* ICE CREAM, MINIMUM REQUIREMENT OF 7 FLAVORS - MUST PROVIDE WOODEN SPOONS	PINT	68,658					\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered, please list.

NOTE: Minimum shelf life on pastries and snack products, 30 days from delivery date.

NO RED, BLUE, OR BLACK ITEMS EXCEPT AS SPECIFIED ***COLUMNS MUST BE FILLED IN AS COMPLETE AS POSSIBLE***									
DESCRIPTION	Size	Annual Est. Usage Per Unit	Specify Brand & Size Bidding	Unit Price by Each	Unit Price Per Ounce	Case Quantity	Case Price	Bidder's Product Number	State Any Changes From Specs. and (Identify Kosher, Halal, Gluten Free, Soy Free and Animal Free Products Bidding)
SHERBERT, LIST FLAVORS, MUST PROVIDE WOODEN SPOONS	PINT	3,363				\$	-		
ICE CREAM NOVELTIES, MINIMUM 4 PRODUCTS INCLUDING: DRUMSTICKS, MALT CUPS, ICE CREAM BARS, ETC...MUST PROVIDE WOODEN SPOONS	EA	12,098				\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		
						\$	-		

* Please submit on an attachment: flavors, sizes, product number and case count. If more offered, please list.

NOTE: Minimum shelf life on pastries and snack products, 30 days from delivery date.

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ATTACHMENT K
CANTEEN NON-CORE/CATALOG BID SHEET
NO RED, BLUE, OR BLACK ITEMS

Food Products Percent Discount: _____

*Food Catalog will exclude: Chips, Candy, Crackers & Candy Bars. Please list all available of Chips, Candy, Crackers & Candy Bars on Attachment A (Core List)

Personal Hygiene Products Percent Discount: _____

Health and Beauty Products Percent Discount: _____

Household Products Percent Discount: _____

School and Legal Supplies Percent Discount: _____

Clothing Products Percent Discount: _____

Dental Products Percent Discount: _____

Pharmacy Products Percent Discount: _____

Ice Cream, Novelties and Sherbet
Products Percent Discount: _____

Beverage Products Percent Discount: _____