

C-08-0532

**FILED**

OCT 1 2008

LANC. COUNTY CLERK

CONTRACT DOCUMENTS

CITY OF LINCOLN and LANCASTER COUNTY  
NEBRASKA

DAIRY PRODUCTS FOR LINCOLN AREA AGENCY ON AGING,  
LANCASTER MANOR, AND  
MIDTOWN CENTER

Contractor:  
Roberts Dairy  
5220 NW 38<sup>th</sup> Street  
Lincoln, NE 68524

CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into by and between Roberts Dairy, 5220 NW 38<sup>th</sup> Street, Lincoln, NE hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the "Owners".

WITNESS, Neb. Rev. Stat. 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030( c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the Board of Regents of the University of Nebraska at Lincoln's (UNL) contract resulting from UNL's Request for Proposals #393250 for Milk and Related Dairy Products which was prepared in accordance with UNL's university's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, material and equipment necessary to provide and deliver milk and related dairy products to/for the Lincoln Area Agency on Aging, located at 1005 "O" Street, Lincoln, NE, Lancaster Manor, located at 1001 South St., Lincoln, NE and Midtown Center, located at 2966 O St., Lincoln, NE in compliance with the prices as established via the Contract Agreement between UNL and Roberts Dairy Company, executed by UNL on July 28, 2008, and the proposal submitted by Roberts Dairy Company regarding UNL RFP #393250 for Milk and Related Dairy Products; and,

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving the Owners' participation under the same pricing structure, terms and conditions as UNL with only those exceptions stated herein; and,

WHEREAS, UNL, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the contract agreement between the Contractor and UNL, executed by UNL on July 28, 2008, and the proposal submitted by Roberts Dairy Company regarding UNL RFP #393250 for Milk and Related Dairy Products, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide and deliver fluid milk and related dairy items to/for the City of Lincoln Area Agency on Aging, Lancaster Manor and Midtown Center in compliance with the prices as established via the Contract Agreement between UNL and Roberts Dairy Company, executed by UNL on July 28, 2008, and the proposal submitted by Roberts Dairy Company regarding UNL RFP #393250 for Milk and Related Dairy Products.

2. Term of the Agreement: The initial term of this contract is for a period of three (3) years beginning August 1, 2008 through July 31, 2011.
  - 2.1 Upon conclusion of the initial three (3) year period, the contract may be renewed by the mutual agreement of both parties for two (2) additional one (1) year terms not to exceed the term of the current UNL contract.
  - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing: Pricing of items will be based on a cost plus markup as per the pricing/markup schedule provided in the Contract Agreement between UNL and Roberts Dairy Company, executed by UNL on July 28, 2008, and the proposal submitted by Roberts Dairy Company regarding UNL RFP #393250 for Milk and Related Dairy Products, copies thereof being attached and made a part of this Contract.
  - 3.1 Terms of payment shall be net thirty (30) days for all merchandise meeting Owners' Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to UNL shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing both the City of Lincoln, and the Lancaster County, Nebraska.
8. Termination. This Contract may be terminated by the following:
  - 8.1 Termination for Convenience. The Owners may terminate this Contract upon fourteen (14) days written notice to the Contractor for any reason without penalty to the Owners.
  - 8.2 Termination for Cause. The Owners may terminate the Contract if the Contractor:
    - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver dairy products.
    - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 8.2.3 Otherwise commits a substantial breach of any provision of the Contract Document.
9. The Contractor will be able to furnish special order items or "kindred" (dairy related items) on an as-needed basis, using similar price structure to the contract items, to the Lincoln Area Agency on Aging, Lancaster Manor and Midtown Center.
10. Deliveries. Deliveries will be made a minimum of three (3) times per week to the 10<sup>th</sup> and "O" Street location, the 1001 South Street location and two (2) times per week to the 2966 O Street location, in a mutually agreeable fashion. Vendor shall meet with kitchen managers at locations to determine the set delivery time for each delivery day. Failure to meet delivery times will be addressed as listed in the UNL contract agreement. Unless previously arranged with kitchen manager, there will be no "dark drops" at locations. "Dark drops" are defined as a delivery process which allows the Contractor to make deliveries outside of routine delivery hours.
11. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the contract agreement between UNL and Roberts Dairy Company, executed by UNL on July 28, 2008.
12. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Requirements for County Contracts" attached hereto and incorporated by this reference. **The Owners (City of Lincoln and Lancaster County) shall be named as additional insured with regard to the performance of the contract services.**

13. City Audit. In addition to the above, the following is required by Ordinance No. 4.66.100(b): The Contractor of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.

14. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. UNL Request for Proposal No. 393250
3. Proposal submitted by Roberts Dairy to the University of Nebraska, Lincoln, regarding UNL RFP #393250.
4. Contract Agreement between Roberts Dairy and the Board of Regents of the University of Nebraska, Lincoln, executed July 28, 2008.
5. The Insurance Certificate
6. Attachment A

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved by Executive or No. \_\_\_\_\_

dated \_\_\_\_\_

**EXECUTION BY LANCASTER COUNTY**

Contract Approved as to Form:

  
\_\_\_\_\_  
Deputy County Attorney  
For GARY E. LACEY  
Lancaster County Attorney

The Board of County Commissioners of  
Lancaster County, Nebraska

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated: October 7, 2008

EXECUTION BY CONTRACTOR

Date: \_\_\_\_\_

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

Roberts Dring Co.  
Name of Corporation

5220 N.W. 138th Lincoln Ave  
(Address) 68524

By: Lewie Behrman  
Duly Authorized Official

Branch mg.  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

**CONTRACT  
AGREEMENT**

**BETWEEN**

**THE BOARD OF REGENTS  
OF THE  
UNIVERSITY OF NEBRASKA**

**AND**

**ROBERTS DAIRY COMPANY**

**FOR**

**MILK AND RELATED DAIRY PRODUCTS**

## MILK AND RELATED DAIRY PRODUCTS

For

## UNIVERSITY OF NEBRASKA – LINCOLN

This agreement is entered into, by, and between The Board of Regents of the University of Nebraska, Lincoln, Nebraska, a public body corporate, herein after referred to as UNL and Roberts Dairy Company a Nebraska corporation, herein after referred to as Roberts Dairy Co. with corporate offices located at 2901 Cuming St., Omaha, NE 68131.

This agreement supersedes all previous communication, verbal and written, unless otherwise noted and included below.

All specifications, conditions, requirements and information as set forth in University of Nebraska-Lincoln Proposal #393250, with addenda and related correspondence from Roberts Dairy Co. June 10, 2008 are hereby incorporated in this agreement.

The initial term of the agreement is for a period of three (3) years beginning August 1, 2008. This contract may be renewed by mutual agreement of both parties for two (2) additional one year periods. The length of the contract in it's entirety shall not exceed five (5) years. The projected contract start date and first delivery will be August 1, 2008.

The parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to perform it's obligation, such nonperformance shall not be considered a breach of this agreement.

This agreement provides for Roberts Dairy Co. maintaining an inventory of milk and related dairy products required by UNL Student Unions, UNL Child Care, UNL Housing Residence Hall Dining Services, Athletic Department Training Table, UNL Dairy Store and other UNL entities as may be determined by UNL. Roberts Dairy Co. shall furnish and routinely deliver to the nineteen (19) designated delivery locations currently identified under contract, as well as other UNL locations deemed necessary by UNL and agreeable to Roberts Dairy Co. Delivery time for UNL routine deliveries will occur between approximately 6:00 a.m. and 11:00 a.m. Mondays, Wednesdays and Fridays.

The University will receive a 2% cash discount off Robert's billing statements for quick payment as defined in bid section 4.4 Billing Statement / Payment:

A performance bond, in the amount of \$25,000.00 (10% of the contract value) is to be maintained annually by Roberts Dairy Co. for the term of this agreement and shall be provided at the time of signing of the agreement.

Roberts Dairy Co. shall also provide a Certificate of Liability Insurance from their insurance provider. The following phrase must appear on the face of the certificate and must be worded as follows: "The Board of Regents of the University of Nebraska is listed as an additional insured." The certificate must be on file at the Purchasing Department, 1700 "Y" Street, Lincoln, NE 68588-0645 prior to the start of service and maintained throughout the term of the agreement.

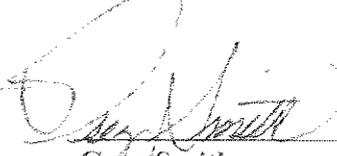
**For the Board of Regents  
Of the University of Nebraska**



Lonnie E. Honeycutt C.P.M.  
Senior Buyer, UNL  
University of Nebraska-Lincoln

Date 7-28-2008

**For Roberts Dairy Co.**



Greg Smith  
Division Sales Manager  
Roberts Dairy Company

Date 7/14/08



Gary L. Kraft  
Director of Purchasing  
University of Nebraska-Lincoln

Date 7-28-08

c: bid file #393250

University of Nebraska-Lincoln  
June 10, 2008  
Request for Proposals #393250  
Milk and Related Dairy Products

Key Dates and Times:

Mandatory Pre-Bid Meeting:  
June 18, 2008  
10:00 a.m. Central Time  
University of Nebraska-Lincoln Purchasing Office  
1700 "Y" Street  
Lincoln, Nebraska

Bids Due: June 25, 2008  
2:00 p.m. Central Time  
Office of University Services  
Purchasing Department  
1700 "Y" Street  
Lincoln, Nebraska 68588

Requests for reasonable accommodations needed in order to participate in the process described in this RFP may be directed to the Office of Equity, Access & Diversity, 128 Canfield Administration: phone- (402) 472-2322; Voice/TDD-(402) 472-3417.

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*ORIGINAL*

**1.0 COVER SHEET:**

**PROPOSAL COVER SHEET  
UNIVERSITY OF NEBRASKA-LINCOLN**

**Office of University Services  
Purchasing Department  
1700 "Y" Street  
Lincoln, Nebraska 68588-0645**

**PROPOSAL IN RESPONSE TO MILK AND RELATED DAIRY PRODUCTS**

The undersigned authorized officer of the bidder firm represents that the bidder has carefully examined the specifications and conditions contained in the RFP. The bidder fully understands the type and quality of the product(s) and/or service(s) and/or other consideration sought by the University of Nebraska-Lincoln and hereby proposes to supply such in accordance with the Proposal accompanying this cover sheet.

The bidder acknowledges its receipt of addenda numbered 1.0 through 6.27 and further agrees that the provisions of such addenda, as well as those of the RFP, are fully incorporated into bidder's Proposal, unless otherwise clearly stated to the contrary in the Proposal. Proposals containing exceptions to RFP provisions may not be favorably received.

The bidder represents and warrants the proposal submitted is not the result of collusion with other eligible bidders or with any employee or agent of the State of the Nebraska or the University of Nebraska, and no effort has been made to preclude UNL from obtaining the most advantageous response possible to this RFP.

Except where a written signature is required, please type or clearly print the following:

BIDDER FIRM: Roberts Dairy Company

By: *Greg Smith* Date: 6/24/08  
Authorized Signature

Signing Officer's Name and Title: Greg Smith, Division Sales Manager

2901 Cuming St  
Address:

Omaha, NE 68131  
City, State, Zip

402-344-4321      402-970-0147  
Telephone Number / Fax Number

gsmith@robertsdairy.com  
E-Mail Address

### **Introduction; Description of the Project**

The purpose of this request for RFP is to provide prospective bidders with information to enable them to prepare and submit a proposal for furnishing fluid milk, ice cream, sour cream, cottage cheese, yogurt, and other related dairy products to a total of eleven (11) delivery locations on city and east campus.

This will initiate the process of evaluation and negotiation, which will lead to a contract between the University of Nebraska-Lincoln and a primary vendor. A primary vendor will be selected and a significant portion of dairy related purchases will be consolidated with a single prime vendor.

If the bid process is successful, UNL will enter into a Contract with the successful bidder for a three (3) year term beginning August 1, 2008, in accordance with the terms of this RFP. The term may be extended for two (2) additional one-year periods upon the written agreement of the parties to the Contract, such extension to be reached and signed no less than ninety (90) days prior to the expiration of the Contract. In no case shall the Contract be extended beyond July 31, 2013.

The University estimates the annual dollar value of this contract to be approximately \$337,000.00. This estimated dollar value is presented as a non-binding approximation, and is neither intended as a minimum or maximum. The University reserves the right to add or delete products during the contract period, should such additions or deletions be deemed in the University's best interest.

### **Award Criteria:**

An evaluation committee described later in this RFP will evaluate the proposals and make a recommendation, as described in Section 2 of this RFP. The following criteria, listed in no particular order, are among the factors to be considered in the course of that evaluation:

- Customer service philosophy, demonstrated competence and experience.
- Delivery Schedule
- References.
- Sales History Reports (by item, quantity and dollar amounts).
- Price of milk and related dairy products.
- Quality of dairy products.
- Variety of dairy products offered.

### **1.1 Required Response Questions:**

Each bidder shall submit a complete response or indicate its consent to each requirement described below. **Bidder should reference the item number and repeat the item heading in its response.** In cases where a question does not apply or if unable to respond, bidder should refer to the item number and item heading, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Bidder will explain the reason when responding N/A or N/R.

**1.1A History and Background of Bidder:**• **Company Vita**

**Roberts Dairy Co. began in 1906 in Lincoln, NE.**

• **Legal name, e.g. "ABC Group, Inc."**

**Roberts Dairy Co.**

• **Business address for office providing service under the Agreement**

**2901 Cuming St  
Omaha, NE 68131-0825**

• **Number of Years in Business**

**102 Years**

• **State of Incorporation**

**IL in LLC**

• **Confirm Legal Status to Conduct Business in Nebraska**

**Secretary of State of Nebraska  
Registered with Nebraska Department of Agriculture to operate a dairy plant**

• **Number of Employees**

**Omaha Division 318  
Entire Roberts Dairy Co. 900**

• **Name of Parent Corporation, if any**

**Prairie Farms and DFA (Dairy Farmers of America)**

• **Brief history of bidder's company**

**1906-J.R. Roberts began home delivery of milk produced by his herd of 60 cows.**

**1918-Roberts Dairy Co. opened a branch in Sioux City, IA**

**1922-Roberts Dairy expanded to Omaha, NE**

**1929-Began delivery with motorized vehicles.**

**1940-WWII War Ration books were used for designated amounts of Roberts' products.**

**1950-Roberts Dairy introduced two new products to the market: 2% milk enhanced with vitamin C and a patented "Ready Egg" product, one of the first "instant products available.**

**1960-Roberts Dairy experienced tremendous growth with the purchase of several smaller dairies in Nebraska, Colorado and Florida.**

**1973-Roberts Dairy became the major stockholder of Platte Valley Foods.**

**1980's Roberts Dairy was sold to Mid America Dairymen who formed a joint venture with Prairie Farms Dairy.**

**1.1B Financial Statements:**

Please see PDF file named "Financials."

**1.1C Litigation**

NONE.

**1.1D Mergers and Acquisitions**

Roberts Dairy is not currently for sale.

In the last two years Roberts Dairy purchased Hiland Dairies ownership interest in the Hiland-Roberts Ice Cream plant in Norfolk, NE resulting in 100% ownership by Roberts Dairy Co. We have also purchased two additional distribution centers in North Platte and Scottsbluff, NE.

**1.1E Credit Rating**

NO

**1.1F Conflict of Interest**

NO

**1.2 Description of the Bidder's Personnel and Management Team for UNL:**

The following employees are directly responsible for the UNL account.

They are full-time, salaried employees.

Bob Walker	Omaha Division Manager
Greg Smith	Omaha Division Sales Manager
Mark Mapes	Omaha Division Controller
Lewie Bokelman	Lincoln Distribution Manager

**1.3 Reports:**

Monthly sale report by separate account.

Summary of the total of all locations served.

**1.4 Audits:**

YES.

**1.3 Customer Service Philosophy; Quality Assurance:**

**MISSION STATEMENT**

**"ROBERTS DAIRY IS THE PREMIER MULTI-MARKET FOOD PROCESSOR SPECIALIZING IN SALES, DISTRIBUTION AND CUSTOMER SERVICES. WE ARE COMMITTED TO THE HIGHEST QUALITY STANDARDS AND TO PROVIDING AN ENVIRONMENT OF OPPORTUNITY, TRUST AND HIGH ETHICS FOR OUR EMPLOYEES, CUSTOMERS AND OWNERS."**

**GOOD MANUFACTURING PRACTICES**

**Quality Control (QC) technicians monitor and audit the plant operation. QC checks the degree of product quality variance, determines its significance for harm, and discloses the cause of the variance and its effect on products in an effort to eliminate or reduce the variance.**

**1. Each laboratory employee is responsible for proper record keeping. All recorded data should be clearly legible. Pens should be used to record all data and results.**

**2. Each technician is responsible for proper testing procedures and for checking compliance with company standards, state and/or federal regulations:**

**A. Raw materials**

**B. Finished products**

**C. In-processing testing**

**D. Product code dates for correctness and legibility.**

**E. Adequate weight controls used for product**

**F. Environmental quality checks for air, water and pathogens**

**3. Report all deviations from the standard immediately to the operator, supervisor or other management personnel on duty. Shut the filler or processor off until the problem is corrected. Notify the cooler to hold all packaged product until checked and corrections have been made.**

**1.4 Certificate of Liability Insurance:**

**SEE PDF FILE MARKED "1.60 LIABILITY INSURANCE."**

## Reference #1:

**Omaha Public Schools**  
**Tammy Yarmon, Director of Nutrition Services**  
**3215 Cuming St.**  
**Omaha, NE 68131-2024**  
**402-557-2230**

## Reference #2:

**Bellevue Public Schools**  
**Mary Hansen, Food Service Director**  
**2820 Arboretum Drive**  
**Bellevue, NE 68005**  
**402-293-5096**

## Reference #3:

**Council Bluffs Community Schools**  
**Virginia Bechtold, Food Service Director**  
**801 S 16<sup>th</sup> ST**  
**Council Bluffs, IA 51501**  
**712-328-6420**

## COMPONENTS OF THE PROCESS

### **2.1 Requirements-Responding to Specifications:**

Each bidder responding to this RFP is expected to submit a well organized, easy-to-read, written proposal, which clearly and coherently provides the information outlined in Section 1.0: Cover Sheet. Answers and responses to the information required by Section 1.0 must be numbered to directly coordinate with the number of the inquiry as it appears in Section 1.0.

### **2.2 Communications:**

All questions concerning this RFP shall be in writing, and faxed or e-mailed by the bidder and addressed to:

Lonnie Honeycutt  
Senior Buyer  
1700 Y Street  
University of Nebraska-Lincoln  
Lincoln, Nebraska 68588-0645

Fax: (402) 472-2246  
E-mail: [unlpurchasing2@unl.edu](mailto:unlpurchasing2@unl.edu)

For additional information concerning bidder questions, clarifications and addenda, see Section 3.0: Proposal Submittal Requirements.

### **2.3 Critical Dates:**

#### **2.3A Mandatory Pre-bid Meeting:**

On the front cover of this RFP, a mandatory pre-bid conference is set. Any entity wishing to preserve its ability to bid, must be represented and will be required to register at the meeting. All persons planning to attend the preliminary conference should inform the UNL Purchasing Department [(402) 472-2126] of their plans to attend the conference, no later than June 17, 2008. Persons planning to attend the preliminary conference are strongly encouraged to direct any questions they have about this RFP to the attention of Lonnie Honeycutt, such questions to be in writing and delivered by facsimile [(402) 472-2246] or e-mailed to the address listed above, no later than noon on the day before the preliminary conference. Questions timely and properly posed will be answered at the preliminary conference. Due to restricted space for the pre-bid meeting, we are requesting that all vendors limit their participation to no more than two (2) company representatives.

#### **2.3B Date And Time Bid Are Due:**

Proposals are due upon the date and time set forth on the cover to this RFP.

### 2.3C Bid Withdrawal:

Any bid may be withdrawn prior to the scheduled time for the opening of bids. Unless otherwise stated in this RFP, no Proposal may be rescinded within ninety (90) days following the scheduled opening of proposals.

## 2.4 Basis of Selection:

### 2.4A Proposal Award:

The successful proposal will be awarded to the bidder deemed to best meet the needs of UNL, based upon an evaluation of the totality of circumstances, as UNL determines in its sole discretion are appropriate. While price of products are often important criteria, they are not necessarily the only criteria considered in the award of a contract. UNL reserves the right to establish evaluation criteria and to delete specifications UNL deems to be immaterial, when it is in UNL's best interest. UNL may waive any formality, irregularity or other requirement, which it deems does not materially effect the selection process. Factors that may be considered include, but are not limited to, clarity and responsiveness, conformity with RFP specifications, cost effectiveness, delivery, the specific needs of the UNL community, bidder's reputation and/or past performance, quality of goods and/or services offered to UNL and ability to expand with UNL's needs.

### 2.4B Proposal Evaluation:

Proposals will be evaluated, and the Contract, if any, awarded and performed in compliance with all relevant University of Nebraska policies. For example, see UNL business policies at <http://bf.unl.edu> and Board of Regents policies at <http://www.nebraska.edu>.

### 2.4C Evaluation Committee:

Based upon the specifications, requirements and other provisions of this RFP, bidders' proposals will be evaluated by a committee of UNL Food Service Staff. The deliberations of the committee are confidential, and no representative of a bidder should directly or indirectly contact any member of the evaluation committee, unless permission is explicitly otherwise given to the bidder for the purposes of providing additional information or facilitating the evaluation. After completing its evaluation, the committee will make its recommendation to the Vice Chancellor for Business and Finance, who will review the recommendation and take such steps as may be appropriate to adopt the recommendation, submit the contract for any required approval of the Board of Regents, execute the Agreement, or take other action as permitted under this RFP and the policies of the University of Nebraska.

### 2.4D Additional Bidder Information:

UNL reserves the right to request additional information from a bidder in any format which UNL deems necessary to evaluate the proposals, including formal Q & A, face-to-face meetings, presentations or site visits to other stores managed by bidder. The evaluation may include considerable subjective assessment of the proposal materials, including factors not listed in this RFP with specificity.

#### **2.4E Samples**

Bidders may be required to submit samples of any item or product offered in response to this RFP. Each sample must be clearly identified by the name of the bidder, name of the manufacturer, or other information, if requested, relevant to the evaluation of the sample.

#### **2.5 Negotiation:**

UNL reserves the right to conduct discussions and negotiations with any or all respondents to this RFP, concerning any element of or response to this RFP, for the purpose of clarification and modification.

#### **2.6 Notification of Award:**

Upon completion of the evaluation process, the bidders will be notified in writing, or by e-mail, of the identity of the successful bidder. If for any reason, UNL and the successful bidder fail to finalize a contract, UNL reserves the right to attempt to enter into a contract with the next most responsive bidder, based on evaluation results.

#### **2.7 Reservation of Rights; Rejection of Proposals; Non-responsive Proposals:**

UNL reserves the right to reject all proposals received and discontinue the evaluation and selection process at any time. UNL also reserves the right to resolicit proposals in response to this RFP or any amendment of this RFP. If no responsive bids are received, UNL reserves the right to negotiate with any bidder in order to substantially fulfill the RFP under such terms and conditions as UNL deems best serve its needs.

#### **2.8 Public Information:**

Bidders' names are public information at the time proposals are opened at the scheduled bid closing time. Until the successful bidder is determined and announced, UNL will treat all other elements of the proposals as confidential information, not subject to public disclosure. However, once the successful bidder is announced, then the proposals will be treated as public information, except to the extent that any bidder gives UNL specific written notice of information it believes to be proprietary, commercial, a trade secret, or otherwise confidential. Should UNL determine that such bidder-identified information is indeed proprietary or otherwise confidential, then it will not publically disclose that portion of the proposal without the consent of the bidder, unless otherwise required by law, e.g. judicial order. As a general matter, UNL considers most financial statements, if such are a required submission, to be proprietary. Pricing terms appearing in proposals are generally considered public information.

Bidder shall be chiefly responsible for providing the defense for any challenge to a decision to withhold information contained in a Proposal, based upon bidder's identification of the information as not subject to public disclosure.

#### **2.9 Board of Regents Approval:**

In certain instances, the Bylaws and Policies of the Board of Regents of the University of Nebraska require that the Board approve the award of a contract. Bidders shall be notified if Board of Regents approval is required. In such cases, no contract or award shall be enforceable absent the Regents' approval.

### **3.0 PROPOSAL SUBMITTAL REQUIREMENTS**

#### **3.1 Submittals and Bid Opening:**

An original and three (3) copies, (marked accordingly) of any proposal in response to this RFP must be received by the University of Nebraska-Lincoln in the Office of University Services, Purchasing Department, 1700 "Y" Street, Lincoln, Nebraska 68588-0645 no later than the date and time set forth on the cover of this RFP. At that time, the proposals will be **opened publicly**. No proposals received after the opening date and time will be considered. All proposals submitted, along with any exhibits, addenda or modifications, shall be the property of UNL.

#### **3.2 Address/Identification/Delivery:**

Each bidder is responsible for properly identifying, addressing and ensuring the delivery of the proposal package. The package shall be marked "**RFP# 393250 Milk and Related Dairy Products**" addressed and delivered to: **University of Nebraska-Lincoln, Office of University Services, Purchasing Department, 1700 Y Street, Lincoln, NE 68588-0645**. Personal deliveries shall be identified and addressed in the same manner and delivered to the purchasing department receptionist, who will apply a time and date stamp to the package.

#### **3.3 Bidder Questions, Clarifications, and Addenda Interpretation:**

It is the responsibility of each bidder to become familiar with the project requirements. Lack of knowledge concerning the project requirements will not relieve bidders of the conditions required as responsive to this RFP.

Except in the course of preliminary mandatory conference open to all interested parties, no interpretation related to the requirements of this RFP will be made verbally to any bidder by UNL. Any request for bid interpretation shall be put in writing and faxed or e-mailed by the bidder and addressed to:

University of Nebraska-Lincoln  
Purchasing Department  
1700 Y Street  
University of Nebraska-Lincoln  
Lincoln, Nebraska 68588-0645  
Attn: Lonnie Honeycutt, Senior Buyer

FAX (402) 472-2246  
E-mail: [unlpurchasing2@unl.edu](mailto:unlpurchasing2@unl.edu)

**In order to be given consideration, any requests for interpretation must be received no later than 11:59 A.M. Central Standard Time on June 20, 2008.** Any and all interpretations and any supplemental instructions provided by UNL shall be in the form of a written addenda to the specifications, which if issued, will be mailed, e-mailed or faxed to all known interested parties or bidders, or such other form of communication as UNL deems reasonably likely to reach interested parties. All bidders should check the UNL Purchasing Department website

(<http://purchasing.unl.edu>) from time-to-time in order to inform themselves of any addenda to the RFP. The bidder, not UNL, is responsible to secure notification and delivery of any addenda. Failure of any bidder to receive any addenda or other information released by UNL after the initial distribution of this RFP shall not relieve the bidder from the obligations specified in addenda or other releases. All addenda shall be incorporated in the RFP to the same effect as if they were set out in the initial RFP release.

The bidders are solely responsible for providing their correct addresses and fax numbers for any response to inquiries. UNL is not responsible for lost or undeliverable responses.

**3.4 Cost of Preparation:**

UNL will not be responsible for any costs incurred in preparation of the bidder's proposal.

**3.5 Bidder Qualification:**

UNL may make any investigations deemed necessary or request any documentation to evaluate the ability of the bidder to perform the specifications of this RFP. The bidder shall furnish UNL with pertinent information and data upon request. UNL reserves the right in its sole discretion to reject any bid based on the facts resulting from an investigation which indicate that a bidder: (a) is not properly qualified to carry out the obligations of any contract awarded; or (b) presents a public image not in keeping with the professional standards and reputation which UNL expects.

**3.6 Bidder Requested Exceptions:**

Any exceptions requested by a bidder with respect to any requirement of this RFP must be specified in writing as part of the submitted proposal. Specific reference must be made to the paragraph numbers or other identifying criteria with respect to any exceptions proposed by the bidder. Generally, UNL will not look favorably upon the request for any exceptions. However, UNL recognizes that in certain instances, an exception may be appropriate, and therefore, will consider and reserves the right to grant exceptions when UNL deems such exceptions promote its best interests.

#### **4.0 CONTRACT REQUIREMENTS:**

Vendor is required to deliver dairy products to the eleven (11) delivery buildings located on the East and City Campus. Some buildings have more than one food service operation which will require separate account assignment numbers and separate delivery / billing invoices. In total there are nineteen (19) food service accounts that will need delivery of milk and related dairy products.

Listed below are the delivery addresses of the eleven (11) UNL Food Service Buildings and the 19 billing accounts:

**East Campus Student Union**  
**35<sup>th</sup> & Holdredge Street**  
**Lincoln, NE 68583**

1). East Union Cafeteria

**City Campus Student Union**  
**14<sup>th</sup> & "R" Street**  
**Lincoln, NE 68588**

1). Catering Operations  
 2). Bakery  
 3). Caffina Café  
 4). Information Desk

**Food Science & Technology**  
**37<sup>th</sup> & Holdredge Street**  
**Lincoln, NE 68583**

1). Dairy Store

**Student Union Cash Operation**  
**625 Stadium Drive**  
**Lincoln, NE 68588**

1). Qwikick Convenience Store

**Cather Pound Niehart Residence Hall**  
**609 North 19<sup>th</sup> Street**  
**Lincoln, NE 68588**

1). Cather Dining Services  
 2). Cather Snack Bar

**Abel Sandoz Residence Hall**  
**860 North 17<sup>th</sup> Street**  
**Lincoln, NE 68588**

1). Abel Dining Services  
 2). Abel Snack bar

**Harper Schram Smith Residence Hall**  
**1150 North 14<sup>th</sup> Street**  
**Lincoln, NE 68588**

1). Harper Dining Services  
 2). Food Stores

**Selleck Quadrangle Residence Hall**  
**600 North 15<sup>th</sup> Street**  
**Lincoln, NE 68588**

1). Selleck Dining Services  
 2). Selleck Express Convenience Store

University of Nebraska Athletic Dept  
300 West Stadium  
Stadium Drive  
Lincoln, NE 68588

- 1). Nebraska Training Table
- 2). Athletic Department

Husker Village  
1055 North 16<sup>th</sup> Street  
Lincoln, NE 68588-0638

- 1). Village Market

Child Care  
Lincoln, NE 68508

- 1). Location To Be Determined At A  
Later Date

#### **4.1 Ordering Procedures:**

##### **4.1A Placing Orders For Delivery:**

Dairy orders will be prepared and faxed/e-mailed by a designated representative from each UNL customer. The ordering schedule will be: Orders placed on Fridays will be delivered the following Monday, orders placed on Tuesdays will be delivered the following Wednesday and order placed on Thursdays will be delivered the following Friday. Orders will be placed with the vendor not later than 2:00 p.m. the day prior to delivery.

##### **4.1B Delivery Hours:**

Delivery hours will be 6:00 a.m. to 11:00 a.m. Mondays, Wednesdays, and Fridays. The delivery rotation for the eleven (11) Food Service locations will be negotiated at a later date, prior to the beginning of the contract start date, however, the delivery hours will remain firm between the hours of 6:00 a.m. to 11:00 a.m.

##### **4.1C Late Deliveries:**

In the event late deliveries occur, the Vendor will provide any overtime pay incurred by any University receiving personnel. UNL will provide a listing of the various receiving personnel's schedules and their overtime rate of pay. When such situations occur, the University will bill the vendor for the overtime involved by deducting an appropriate amount from the next unpaid invoice.

##### **4.1D Out Of Stock Items:**

If the Vendor fails to deliver an order or has "out of stock" items on the delivery, the Vendor is required to contact the delivery food service operation to see if the item ordered is critical. If the item(s) are categorized as "must have" the vendor shall take corrective action by either making a special delivery to the food service operation, by arranging for delivery by an alternate supplier, or by making other arrangements agreed to by the University. The Vendor shall incur any cost difference between the price of the originally ordered products and those furnished by an alternate supplier.

**4.1E Shortages On Order:**

In the event there is a temporary shortage on the order because of production or other problems at the dairy, the vendor will deliver the shorted product to the designated food service unit as soon as product is available. In the event the delivery time does not meet with UNL's needs, UNL reserves the right to purchase the shorted / out of stock products from another vendor. If additional costs result from the purchase (above the contracted prices) the primary Vendor agrees to reimburse the University the difference in price.

**4.1F Delivery Schedule Adjustments:**

On occasion, due to holidays, or school breaks, the regular delivery schedule will need to be adjusted.

Indicate if the conditions in 4.1A through 4.1F are agreeable with your company.

Yes  No

If your response is "No", please clarify your position to support this requirement.

**4.2 Delivery Guidelines:****4.2A Products On Delivery Vehicle:**

The Vendor shall make all deliveries in such a manner that will reduce shifting of products on the delivery truck during transportation, and minimizing crushed or damaged goods.

**4.2B Delivery Vehicle Temperature:**

Vendor's delivery vehicle is required to have appropriate storage areas for refrigerated and frozen products. Products shall be maintained at their proper temperature throughout their staging, loading, transport, and delivery process. Ideally, delivery vehicles will have divided compartments that will maintain the appropriate temperature for storage and transportation of refrigerated and frozen items.

**4.2C Delivery Vehicle Sanitation:**

All Vendor facilities and delivery vehicles must conform to local, state and federal policies and regulations regarding sanitation and are subject to inspection by University or other officials at the discretion of the University.

**4.2D Safety & Traffic Laws:**

Vendor's delivery personnel will comply with all City of Lincoln driver safety and traffic laws.

**4.2E Company Uniform / Identification:**

Vendor delivery personnel will be in company uniform with company and individual's name visible. The University reserves the right to change delivery personnel if problems arise with existing delivery personnel.

**4.2F Off Loading Of Deliveries:**

Delivery personnel will be required to deliver and off load all products to a specified area on the inside of the food service facility. It will be the Vendor's responsibility to provide any equipment (milk dollies) needed to complete the delivery process. Vendor's delivery personnel must wait for the order to be received, invoice(s) verified and signed with discrepancies (shortages, longs, damage, etc) documented on the delivery invoice.

**4.2G Accepting Deliveries:**

At the time of delivery, a designated University employee will sign the "invoice." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice (except as noted). This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

**4.2H Delivery Invoice:**

An itemized invoice, in duplicate, including the delivery unit name, UNL account number, product description, quantity delivered, pack/size, unit cost, extended cost and total charges will accompany all orders. All substitutions shall be noted on the invoices.

**Indicate if the conditions in 4.2A through 4.2H are agreeable with your company.**

Yes  No

If your response is "No", please clarify your position to support this requirement.

**4.2I Delivery Site Inspections:**

Vendor's wanting to inspect the eleven (11) delivery locations must contact Lonnie Honeycutt (402) 472-6307 to schedule a date and time for the site inspections.

**4.2J Dark Drops:**

The University may elect to use a delivery process defined as "dark drops." Dark drops allow the Vendor to make deliveries outside of routine delivery hours. As an example, the Vendor would make delivery to a specified UNL customer/location at 2:00 a.m. The delivery person would have in his/her possession door keys which would allow entry to specified storage locations inside UNL buildings. The delivery person would leave the delivery invoice in a designated location. When UNL store room personnel arrive to begin their work shift, they will check the items delivered against the delivery invoice. Any discrepancies will be noted on the invoice with credits/debits to be issued by the Vendor at a later date. The University requires all vendor drivers making dark drops be bonded.

**Indicate if the conditions in 4.2J are agreeable with your company.**

Yes  No

If your response is "No", please clarify your position to support this requirement.

Roberts Dairy is self-insured and accordingly does not bond any of its employees.

Roberts Dairy will stand behind the actions of all employees as it relates to the University.

**4.2K Leakers:**

An acceptable arrangement for handling leakers will be determined by the successful Vendor and UNL prior to award of the contract. Typically, the leakers will be set aside and on the next scheduled delivery date, the leakers will either be replaced at no charge or picked up by the vendor and a credit memo given to the ordering department.

Indicate if the conditions in 4.2K are agreeable with your company.

Yes  X  No

If your response is "No", please clarify your position to support this requirement.

**4.2L Emergency Deliveries:**

Occasionally there will be a need for an emergency delivery. The order will be called in by the authorized food service operation representative and a delivery time would be agreed upon by the ordering department and the vendor. Emergency orders/deliveries must be accompanied with a billing invoice.

**4.2M Periodic Breaks:**

The University has periodic breaks during the calendar year that exceed 3 days in length (end of 1<sup>st</sup> Semester Break, Spring Break, and end of 2<sup>nd</sup> Semester Break). At the beginning of these breaks periods, any overage of dairy products on hand in the UNL food service units will need to be picked up by the vendor for credit. This will be primarily fluid milk products. The University will make every effort to keep these returns to a minimum. Pick-up procedures / schedule will be established with the successful Vendor at a later date.

Indicate if the conditions in 4.2L through 4.2M, are agreeable with your company.

Yes  X  No

If your response is "No", please clarify your position to support this requirement.

**4.3 Pricing****4.3A Market Basket Prices:**

Prices quoted in the market basket section of this bid (Attachment A) will be in force for the period August 1, 2008 Through July 31, 2009. Vendor's prices may change (increases or decreases) under the following conditions:

1. The request for a price change must be submitted in writing, to UNL, not less than seven (7) working days prior to the effective date of the price change.
2. Requests for a price change must be supported and documented by a change in price to handlers by the Dairy Farmers of America Price Announcement or the Market Administrator Central Federal Milk Announcement of Advanced Class Price Order.

3. Price change requests based on less than \$0.25 cwt. change in raw milk prices will not be considered.

4. Your price change request must be in writing and state exact changes in price per unit (gallon, quart, pint, ½ pint, etc.) as well as percentage changes.

5. The Vendor awarded this contract will be required to submit a copy of each current price announcement (price change request) for the duration of the contract. Price announcements are to be forwarded by e-mail to Lonnie E. Honeycutt UNL Purchasing Department ([lhoneycutt1@unl.edu](mailto:lhoneycutt1@unl.edu)) and Ellen Hardy ([ehardy1@unl.edu](mailto:ehardy1@unl.edu)), UNL Food Stores facility.

**Indicate if the conditions in 4.3A 1 through 5 are agreeable with your company.**

Yes  X  No

If your response is "No", please clarify your position to support this requirement.

#### **4.4 Billing Statement / Payment:**

##### **4.4A Separate Account Numbers:**

The University requires that each of the nineteen (19) food service operations have separate vendor account numbers (customer numbers) for billing purposes. The University food service facility will reference their account number and delivery location when placing orders with the Vendor

##### **4.4B Billing Statements:**

The University prefers weekly consolidated billing statements for the following departments: Housing Food Service, Athletic Department, City Campus Student Union, East Campus Student Union, and the UNL Dairy Store. Delivery/billing invoices will be consolidated for a one week period (Monday through Friday), on the following Monday a Billing Statement will be electronically (e-mail) forwarded by the Vendor to the above departments. The Billing Statement will show the date of delivery, delivery invoice number, customer number, delivery address and total delivery invoice amount. The University will make one payment on the entire previous weeks business within seven (7) business days receipt of the electronic billing statement.

##### **4.4C Delivery / Billing Invoices:**

UNL prefers to receive an original and a duplicate copy of the delivery invoice for each delivery made to the nineteen (19) UNL Food Service operations.

**Indicate if the conditions in 4.4A through 4.4C are agreeable with your company.**

Yes  X  No

If your response is "No", please clarify your position to support this requirement.

**4.4D Payment Discounts:**

Under the following scenario, indicate the Percentage Discount extended to the University (1%, 2%, 5%, 10%, etc):

The Vendor will be required to e-mail a billing statement to the UNL ordering department's business office each Monday listing all deliveries/invoices from the previous week's business (Monday thru Friday). Ideally, the "Billing Statement" will identify the UNL customer by account number, department name, delivery invoice number, delivery date, and the total invoice dollar amount. One payment check for all of the previous week's business would be forwarded to the Vendor within seven (7) business days receipt of the billing statement. Details of this process will be negotiated and agreed upon with the Vendor awarded this contract

Indicate if the conditions in 4.4D are agreeable with your company.

Yes  X  No

If your response is YES, Indicate the percent discount extended to the University if section 4.4C were utilized (1%, 2%, 3%, 5%, 10% etc)  2  %

**4.4E Electronic Receipt Of Payment (Bank to Bank Electronic Transfer of Funds):**

Does your company have electronic receipt of payment capabilities.

Yes  X  No

**4.4F Bank To Bank Electronic Transfer Of Funds:**

In the event the University makes payments via ACH (bank to bank) electronic transfer of funds, what additional discounts would be extended to the University (1%, 1 1/2%, 2%, 3% etc)?

0  %

**4.4G Other Payment Discounts:**

Does your company have other payment terms which might afford UNL additional savings?

Yes   No  X

If "Yes", please explain.

**4.5 HACCP Requirements:**

The University of Nebraska-Lincoln has implemented a HACCP plan (Hazard Analysis Critical Control Point) for our food service facilities. As a part of that plan, we are requesting information from our suppliers regarding their HACCP plan.

Does your company currently have a HACCP plan in place? Yes  No

If no, are you currently working on implementing a HACCP plan? Yes  No

If yes, what is your target date for implementation? \_\_\_\_\_

Do your suppliers participate in a HACCP plan? Yes  No

If Yes, are you willing to share with the University a list of those suppliers?

Yes  No

**5.0 MARKET BASKET:**

**5.1 Market Basket Spreadsheet:**

The University elects to utilize a "Market Basket" for price comparisons between Bidders. The market basket consists of 71 dairy products UNL purchases on a regular basis. The Market Basket may not be a complete list of all items purchased by the University, nor does it guarantee future purchase of the products or quantities listed. Total purchases for milk and related dairy products for the one year period (June 1, 2007 through May 31, 2008) totaled \$307,347.55.

Failure to complete all sections of the Market Basket **may disqualify** your proposal from further consideration.

**5.2 DVD Spreadsheet:**

A computer DVD is enclosed with your RFP. The DVD will assist you with completing the Market Basket section of the bid. The program used in preparation of the Market Basket is Micro-Soft Excel 2008, file name is Dairy Spreadsheet. Mathematical formulas have been programmed into the spreadsheets to automatically calculate the "Total Cost" column. Vendors are not allowed to change or alter cell math formulas in the Market Basket spreadsheet. Bidders are required to attach a completed printed hard copy of their Dairy Spreadsheet – Market Basket and submit with their bid.

Bidders are required to return their completed DVD Dairy Spreadsheet – Market Basket with their bid.

#### 5.4 Market Basket Spread Sheet Terms.

Reference Attachment A, Dairy & Related Items Market Basket spreadsheet.

**Item Description Column** – Identifies the product.

**Pack/Size Column** – Defines the pack and unit of measure UNL is currently using. (24/12 oz., 1/Pint, 1/5 gal, etc). In the event the Vendor's pack size does not match the stated pack/size in the Market Basket, Vendors are required to calculate their price to match the pack/size stated. Example: The pack/size for 2% milk is 5 Gallon. Your company's pack/size is 3 Gallon and your sell price to UNL is \$4.80. You must recalculate UNL's Cost (\$4.80 divided by 3 gallons = \$1.60 per gallon). Your per gallon sell price  $\$1.60 \times 5$  gallons = \$8.00 In the UNL's Cost column you will enter your 5 gallon price @ \$8.00 In the "Your Pack/Size" column you must enter your company's pack/size (in this scenario is 3 Gallons).

**Quantity Column** - Total number of cases, each, gallons, ½ gallons, quarts, pints, etc., purchased. (These quantities are for market basket purposes only and are not a reflection of the total quantities purchased by UNL).

**Your Pack/Size Column** - This is the pack and size that your company sells the product by (5 Gallon, 1 Gallon, ½ Pint, Quart, 24/12 oz., 100/1 oz., etc.).

**UNL's Cost Column** - UNL's delivered invoice cost for one unit of the referenced item.

**UNL's Total Cost Column** - Quantity column multiplied by the UNL's Cost column equals UNL's Total Cost column. Once you enter a price in the UNL's Cost column, the UNL's Total Cost column automatically calculate.

### **6.0: TERMS AND CONDITIONS**

The information contained in this section is a partial listing of standard terms commonly appearing in contracts awarded by UNL. All proposals are subject to these terms, unless otherwise explicitly stated.

#### **6.1 General:**

The contract (which may consist of any plans, specifications, regulations, purchase order and other documents incorporated herein by reference) contains the entire Agreement of the parties and is limited to acceptance of the terms set forth herein. Any additional or different terms proposed by the successful bidder are not accepted, unless the same are expressly accepted in writing by UNL. The contract may not be changed in any way except by an instrument in writing signed by both parties. The contract cancels and supersedes any prior understandings or agreements between the parties with respect to the subject matter hereof. Failure of any party to enforce its right under the contract shall not constitute a waiver of such rights or of any other rights under the contract.

**6.2 Termination for Cause:**

UNL may terminate the contract at any time if the successful bidder fails to carry out its terms or fails to make substantial progress toward the fulfillment of those terms. In such an event, UNL shall provide the successful bidder with a thirty (30) day written notice of the terms in breach. If after such notice, the successful bidder fails to remedy the breach, UNL may immediately terminate the contract

**6.3 Performance Bond:** Upon award of this contract, the successful Bidder(s) will be required to provide a Performance Bond for the life of the contract. Bond value will be 10% of the annual contract value.

The performance bond must be acquired upon contract award at the Bidders expense. The purpose of this bond is to protect UNL in the event the vendor defaults on one or more of the contract terms. The bond is in an amount sufficient to reimburse UNL for the full amount of its anticipated business risk under the contract, and includes provisions for both the time and expenses, which would be incurred by UNL in obtaining an alternate vendor in the event of contractual default. The amount of the bond does not include punitive damages. The bond does not prevent the exercise by UNL of any other remedies available to UNL, in whole or in part, under current federal and state statutes, in the event of contractual default.

**6.4 Contract Assignment:**

Contracts granted pursuant to this RFP shall not be transferred or assigned without prior written consent of UNL.

**6.5 Indemnity, General and Patent:**

The successful bidder shall indemnify and save harmless UNL and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of UNL or its agents.

With respect to anything provided to UNL by the bidder pursuant to this RFP, the bidder shall indemnify the University and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by UNL.

**6.6 Governing Law; Venue:**

The laws of the State of Nebraska shall govern any contract awarded to the successful bidder. Any dispute arising under any contract awarded, which is not settled by Agreement of the parties, shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.

**6.7 Force Majeure:**

Neither party to the contract shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as a influenza pandemic) which in the judgment of UNL poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the contract in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.

**6.8 Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies:**

This contract must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the successful bidder, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26 which requires specific vendor contract provisions; and all other applicable policies of the University of Nebraska. Bidder agrees to indemnify UNL against any loss, cost, liability, or damage by reason of bidder's violation of any applicable law or regulation. Any successful bidder must be qualified to conduct the business necessary to the performance of the contract in the State of Nebraska throughout the duration of the contract term or any renewal thereof. The successful bidder shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of bidder's business. (Executive Memorandum No. 26 is viewable at [www.nebraska.edu/about/exec\\_memo26.pdf](http://www.nebraska.edu/about/exec_memo26.pdf)).

**6.9 Sexual Harassment:**

State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit sexual harassment of members of the UNL community. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive environment. UNL contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of UNL

employees, students and other members of the UNL community. The employer of any person who UNL, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of any contract awarded hereunder to cause such person to be removed from the project site and from UNL premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

#### **6.10 Drug Free Workplace:**

The successful bidder agrees that in the performance of this contract, neither the bidder nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the contract. UNL reserves the right to request a copy of the bidder's Drug Free Workplace Policy. The bidder further agrees to insert a provision similar to this statement in all subcontracts or services required in response to this RFP.

#### **6.11 Weapons Policy:**

Possession of dangerous weapons (concealed or unconcealed) on UNL property, on the work site, in UNL vehicles, or in personal vehicles when on UNL property shall be a violation of UNL policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by UNL, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action. Should UNL in its reasonable judgment determine that the bidder or its employee or agent has committed an act in violation of this policy, the bidder agrees as a term and condition of the contract awarded hereunder to cause such person and weapon to be removed from the project site and from UNL premises and to take such other action as may be reasonably necessary to ensure compliance with this weapons policy.

#### **6.12 Equal Opportunity in Procurement and Contracts:**

The University of Nebraska recognizes the importance of a strong culturally diverse business community and the positive impact that successful businesses have upon the people of the State of Nebraska. The University of Nebraska assumes a leadership role in actions that will provide business opportunities for all businesses in the State of Nebraska. Accordingly, the University of Nebraska reaffirms its policy of providing equal opportunity to small business enterprises and to minority, disadvantaged and women owned business enterprises in all aspects of the University of Nebraska's procurement and contracting activities. This includes procurement of contracts for operational supplies and equipment, construction projects and materials, service contracts and License agreements. It is also the University of Nebraska's policy that any person or business seeking the opportunity to do business with the University of Nebraska shall not be discriminated against on the basis of race, color, religion, sex, national or ethnic origin, age, disability, marital status, or veteran status. The University of Nebraska conducts its procurement and contracting activities in a manner designed to prevent unlawful discrimination. University of Nebraska policies are consistent with applicable state and federal laws and regulations prohibiting unlawful discrimination.

**6.13 Equal Opportunity Certification of Non-Segregated Facilities:**

As part of the agreement awarded, the successful bidder shall agree to the terms of and execute the form attached as **Attachment "B"**.

**6.14 Proprietary Information; Confidential Employee Information; HIPAA; FERPA:**

It is to be expected that the parties to the contract may find it necessary to reveal certain proprietary information to each other. The contract may, when proprietary information is exchanged, include certain provisions to mutually protect against the use and disclosure of the proprietary information of each party. Should the contract result in the sharing of employee information protected by the law or University of Nebraska policy, medical information protected by the Health Insurance Portability and Accountability Act, student information protected by the Family Educational Rights and Privacy Act of 1974, or any other information deemed confidential and protected by the law, the parties to the contract agree to maintain the confidentiality of such information to the extent and manner required by the law and University policy.

**6.15 Subcontractors:**

The bidder shall not subcontract all or substantially all of any facet of the Proposal without the prior written approval of UNL. The bidder shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of any contract awarded under this RFP; provided however, that no contractual relationship shall exist between any subcontractor and UNL, unless it is evidenced in a separate contract independent of the contract with the successful bidder.

**6.16 Parking:**

UNL shall not be responsible for providing parking for bidder's parking needs. The bidder and/or its employees and agents will be solely responsible for any fines resulting from parking violations occurring on UNL property. It is recommended that the bidder and its employees contact the Parking and Transit Services at Stadium Drive Parking Garage, Lincoln, Nebraska, phone (402) 472-1800 to obtain information regarding parking and to obtain permits.

**6.17 Building Rules and Regulations; Tobacco Use:**

Employees of the successful bidder and any subcontractors shall comply with all UNL rules and regulations pertaining to conduct in UNL's facilities. UNL reserves the right to request the removal or replacement of any bidder or subcontractor employee who fails to comply with such rules and regulations.

All buildings on the UNL campus are tobacco-free. Use of tobacco products is not permitted inside any UNL facility. The successful bidder is expected to respect the tobacco-free policy found at <http://bf.unl.edu/bfpolicy/TobaccoFreeCampus.shtml> and fully comply with it.

**6.18 Use of Premises:**

To the extent that any contract awarded requires the bidder or its employees or agents to be present on or within UNL's properties, then the bidder shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the contract. The bidder shall take such precautions as are required to avoid damage to buildings, facilities, utilities, ground resources, trees and landscape amenities, and other properties adjacent to the bidder's activities within the scope of the contract and agrees to be responsible and/or carry out any repairs for which it is liable, as a result of its performance under the contract.

**6.19 Hazardous Waste Generated by Contractors:**

Any hazardous waste that is generated from the performance of any contract awarded shall be properly disposed of by the successful bidder in a timely fashion and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management and disposal is bidder's responsibility. Should UNL deem it prudent to dispose of any hazardous waste left on its property, as a result of the bidder's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the bidder and/or billed to the bidder.

**6.20 Delivery; F.O.B.; Shipping:**

The successful bidder shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty for any goods or related services, delivered pursuant to the contract. The successful bidder shall be responsible for and make delivery, including costs of delivery, cartage, temporary storage, off-loading costs, and insurance, F.O.B. destination—University of Nebraska -Lincoln, Lincoln, Nebraska. Unless otherwise specified, all shipments will utilize the best commercial practice to insure safe arrival at the UNL delivery point.

**6.21 Liens:**

Bidder warrants that it has title to any goods delivered under the contract and shall deliver same free of all liens, claims, and encumbrances.

**6.22 Federal, State and Local Sales Taxes; Federal Excise Taxes:**

Purchases made by the University of Nebraska are exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to the successful bidder upon request.

**6.23 Ambiguities:**

Should the bidder perceive an ambiguity in the contract, the bidder shall request an interpretation from UNL before proceeding. If a bidder fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.

**6.24 Contractor Identification:**

The Contractor shall cause each of its employees or any person acting on behalf of the Contractor, while providing goods/services to the University under this Agreement and working on University property, to carry identification, with photo, showing that the individual is an employee or person acting on behalf of the Contractor. A badge worn outside of clothing is

appropriate for this purpose. Such identification shall be produced upon request of any University representative, in order to confirm that the Contractor's representative is authorized to be present on University property and/or performing as authorized by the Agreement. Whereas campus security is of utmost importance, failure of any Contractor representative to produce the requisite identification upon request, shall be a material breach of the Agreement and shall be cause, at the discretion of the University, for immediate termination of the Agreement. For those who commonly wear a work uniform, such uniform shall be worn while providing the services related to this Agreement in order that the University may quickly and clearly identify Contractor's service representatives when necessary. A uniform, however, does not take the place of a photo identification badge.

**6.25 Independent Contractor:**

The Agreement does not constitute and will not be construed as constituting a partnership or joint venture, or an employee/employer relationship or one of principal and agent, it being understood that the Contractor and University are and will remain independent parties.

**6.26 Use of University Names and Logos:**

The Contractor shall not use any University name, logo, trademark, trade or service name or other indicia of the University, in which the University may have an ownership interest without the prior, explicit written approval of the University, which approval, if any, may be contingent upon payment of a royalty or licensing fee.

**6.27 Incorporation of RFP:**

The specifications, terms, and conditions set forth in the RFP and any related award document are incorporated by reference, without Bidder exception, into any resulting Agreement between the University and the successful bidder.

*ROBERTS DAIRY*  
**ATTACHMENT "A"**

**MILK & RELATED PRODUCTS  
MARKET BASKET  
UNL BID #323250  
JUNE 24, 2008**

ITEM #	ITEM DESCRIPTION	PACK/ SIZE	QUANTITY	YOUR PACK/SIZE	UNL'S COST	UNL'S TOTAL COST
1	Milk 2%	5 Gallon	4825	1	\$ 13.10	\$ 63,207.50
2	Milk Skim	5 Gallon	5069	1	\$ 11.83	\$ 59,966.27
3	Milk Chocolate 2%	5 Gallon	3290	1	\$ 14.32	\$ 47,112.80
4	* Milk Chocolate Skim	5 Gallon	400	1	\$ 14.20	\$ 5,680.00
5	Milk 2%	1 Gallon	0	4	\$ 2.65	\$ -
6	Milk Skim	1 Gallon	0	4	\$ 2.39	\$ -
7	Milk Homogenized	1/2 Gallon	2	9	\$ 1.48	\$ 2.96
8	Milk 2%	1/2 Gallon	1952	9	\$ 1.39	\$ 2,713.28
9	Milk 1%	1/2 Gallon	9	9	\$ 1.31	\$ 11.79
10	Milk Skim	1/2 Gallon	2099	9	\$ 1.26	\$ 2,644.74
11	Milk Buttermilk	1/2 Gallon	0	9	\$ 1.43	\$ -
12	Milk Chocolate Premium	1/2 Gallon	0	9	\$ 1.57	\$ -
13	Milk Chocolate 2%	1/2 Gallon	570	9	\$ 1.51	\$ 860.70
14	Milk Buttermilk	Quart	87	16	\$ 0.81	\$ 70.47
15	Egg Nog	Quart	16	16	\$ 1.13	\$ 18.08
16	Milk 2%	Pint	2242	20	\$ 0.50	\$ 1,121.00
17	Milk Skim	Pint	2780	20	\$ 0.50	\$ 1,390.00
18	Milk Chocolate	Pint	1887	20	\$ 0.53	\$ 1,000.11
19	Milk Strawberry	Pint	56	20	\$ 0.53	\$ 29.68
20	Milk Chocolate Fat Free	Pint	270	20	\$ 0.50	\$ 135.00
21	Ice Milk Mix Chocolate 5%	1/2 Gallon	6154	9	\$ 2.00	\$ 12,308.00
22	Ice Milk Mix Vanilla 5%	1/2 Gallon	11977	9	\$ 2.00	\$ 23,954.00
23	Whipping Cream	1/2 Gallon	20	9	\$ 4.10	\$ 82.00
24	Whipping Cream 40% Fresh	Quart	125	16	\$ 2.12	\$ 265.00
25	Half & Half Fresh	Quart	4	16	\$ 1.04	\$ 4.16
26	Sour Cream	5 Pound	1919	4	\$ 4.20	\$ 8,059.80
27	Sour Cream	1 Pound	152	18	\$ 0.90	\$ 136.80
28	Ranch Dip	8 oz.	6	36	\$ 0.54	\$ 3.24
29	Sour Cream	100 / 1 oz.	12	100	\$ 12.07	\$ 144.84
30	* Sour Cream Fat Free	5 Pound	400	18-1lb	\$ 3.03	\$ 1,212.00
31	* Sour Cream Low Fat	5 Pound	400	1	\$ 3.45	\$ 1,380.00
32	Yogurt Vanilla	5 Pound	52	4	\$ 4.95	\$ 257.40
33	Yogurt Natural Vanilla	5 Pound	1177	4	\$ 4.95	\$ 5,826.15
34	Yogurt Blueberry	5 Pound	719	4	\$ 4.95	\$ 3,559.05
35	Yogurt Cherry Vanilla	5 Pound	712	4	\$ 4.95	\$ 3,524.40
36	Yogurt Plain	5 Pound	29	4	\$ 4.95	\$ 143.55
37	Yogurt Raspberry	5 Pound	893	4	\$ 4.95	\$ 4,420.35
38	Yogurt Strawberry	5 Pound	1018	4	\$ 4.95	\$ 5,039.10
39	Yogurt Vanilla Fat Free	5 Pound	0	N/A	\$ -	\$ -
40	Yogurt Blueberry Fat Free	5 Pound	0	N/A	\$ -	\$ -
41	Yogurt Cherry Vanilla Fat Fre	5 Pound	0	N/A	\$ -	\$ -
42	Yogurt Plain Fat Free	5 Pound	0	4	\$ 4.95	\$ -

PAGE TOTAL ..... \$ 256,284.22

PAGE 2

**MILK & RELATED PRODUCTS  
MARKET BASKET  
UNL QUOTE #323250**

ITEM #	DESCRIPTION	PACK/ SIZE	QUANTITY	YOUR PK/SIZE	UNL'S COST	UNL'S TOTAL COST
43	Yogurt Raspberry Fat Free	5 Pound	0	N/A	\$ -	\$ -
44	Yogurt Strawberry Fat Free	5 Pound	0	N/A	\$ -	\$ -
45	Yogurt Natural Vanilla Vegeta	5 Pound	0	N/A	\$ -	\$ -
46	Yogurt Strawberry Vegetarian	5 Pound	0	N/A	\$ -	\$ -
47	Yogurt Blueberry Vegetarian	5 Pound	0	N/A	\$ -	\$ -
48	Yogurt Cherry Vanilla Vegeta	5 Pound	0	N/A	\$ -	\$ -
49	Yogurt Plain Vegetarian	5 Pound	0	N/A	\$ -	\$ -
50	Yogurt Assorted	8 oz.	24	36	\$ 0.50	\$ 12.00
51	Yogurt Raspberry	8 oz.	12	36	\$ 0.50	\$ 6.00
52	Yogurt Strawberry	8 oz.	180	36	\$ 0.50	\$ 90.00
53	Yogurt Keylime Pie Fat Free	8 oz.	12	36	\$ 0.50	\$ 6.00
54	Yogurt Mixed Berry Fat Free	8 oz.	12	36	\$ 0.50	\$ 6.00
55	Yogurt Raspberry Fat Free	8 oz.	24	36	\$ 0.50	\$ 12.00
56	Ygourt Strawberry Fat Free	8 oz.	104	36	\$ 0.50	\$ 52.00
57	* Cottage Cheese 1%	5 Pound	720	4	\$ 5.65	\$ 4,068.00
58	Cottage Cheese Low Fat	5 Pound	0	4	\$ 5.65	\$ -
59	Whip Cream Aerosol Non Da	14 oz.	182	12	\$ 1.27	\$ 231.14
60	Ice Cream Chocolate	3 Gallon	30	1	\$ 10.20	\$ 306.00
61	Ice Cream Stawberry	3 Gallon	25	1	\$ 11.51	\$ 287.75
62	Ice Cream Vanilla	3 Gallon	53	1	\$ 10.07	\$ 533.71
63	Ice Cream Vanilla Non Fat	3 Gallon	7	1	\$ 15.68	\$ 109.76
64	Ice Cream Cherry Nut	5 Quart	4	2	\$ 5.53	\$ 22.12
65	Ice Cream Chocolate	5 Quart	22	2	\$ 4.27	\$ 93.94
66	Ice Cream Chocolate Chip	5 Quart	22	2	\$ 4.43	\$ 97.46
67	Ice Cream Vanilla	5 Quart	86	2	\$ 4.21	\$ 362.06
68	Ice Cream Fudge Bars	24/Box	8	1	\$ 4.10	\$ 32.80
69	Ice Cream Vanilla Sandwich	24/Box	2	1	\$ 5.40	\$ 10.80
70	Ice Cream Snickers Bars	24/Box	32	1	\$ 17.79	\$ 569.28
71	Ice Cream Malt Cups	12/10 oz.	55	12/12oz	\$ 15.90	\$ 874.50
72	Ice Cream Chocolate Malt Cu	12/10 oz.	68	12/12oz	\$ 5.64	\$ 383.52

\* Denotes new item and anticipated annual purchase quantity.

PAGE TOTAL ..... \$ 8,166.84

TOTAL MARKET BASKET ..... \$ 264,451.06

UNIVERSITY OF NEBRASKA-LINCOLN  
Office of University Services  
Purchasing Department  
1700 "Y" Street  
Lincoln, Nebraska 68588-0645

6/25/2008

Invitation Number 393250

**ADDENDUM NO. 1**  
To Invitation to Bid No.393250  
For  
**MILK AND RELATED DAIRY PRODUCTS**

The following information/changes apply to the subject invitation, which is due by 2:00 PM Local Time, June 25, 2008.

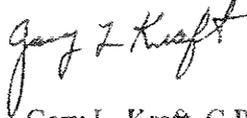
1. What is your price for 5 gallon containers of 1% Chocolate Milk. The University may purchase 3,290 – 5 gallon containers.  
Price Per 5 Gallon Container \$ 14.82

Please complete this page and attach it to your bid.

All other conditions and specifications remain unchanged.

For further information, please contact the buyer, Lonnie E. Honeycutt, Purchasing Department, phone (402) 472-6307.

University of Nebraska-Lincoln  
Board of Regents



Gary L. Kraft, C.P.M.  
Director of Purchasing

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Individual Deck Listing with UPC

ROBERTS DAIRY COMPANY

OMAHA

NE 681030825

Deck# 445

UPC	Prod	Description		Current Price	Eff Date	Future Price
0-71195-00001-4	11305	DISP HOMO	ROBTS	13.1415	10/01/08	12.2020
0-71195-00301-5	11324	DISP 2%	ROBTS	11.7685	10/01/08	10.8130
0-71195-00601-6	11354	DISP SKIM	ROBTS	14.1140	10/01/08	13.1370
0-71195-00901-7	11367	DISP CHOCOLATE 2%	ROBTS	14.6810	10/01/08	13.7255
0-71195-14604-0	14604	DISP CHOCOLATE FF	ROBTS	14.1530	10/01/08	13.1760
0-71195-01454-7	5997	GAL 2%	ROBTS	2.7791	10/01/08	2.5880
0-71195-03516-0	5998	GAL SKIM	ROBTS	2.4858	10/01/08	2.2904
0-71195-00041-0	6865	HGAL HOMO PLASTIC	ROBTS	1.4714	10/01/08	1.3774
0-71195-00135-6	6867	HGAL 2% PLASTIC	ROBTS	1.3711	10/01/08	1.2755
0-71195-00539-2	6869	HGAL 1% PLASTIC	ROBTS	1.2828	10/01/08	1.1860
0-71195-00648-1	6871	HGAL SKIM PLASTIC	ROBTS	1.2267	10/01/08	1.1290
0-71195-00668-9	9562	HGAL SKIM EXTRA PLST	ROBTS	1.3621	10/01/08	1.2665
0-71195-01121-8	8007	HGAL BUTTERMILK PLST	ROBTS	1.4028	10/01/08	1.3060
0-71195-00909-3	6872	HGAL CHOC PREM PLST	ROBTS	1.5590	10/01/08	1.4650
0-71195-13719-2	13719	HGAL STRWBRY PREM PLST	ROBTS	1.5590	10/01/08	1.4650
0-71195-00915-4	6660	HGAL CHOCOLATE 2% PLAST	ROBTS	1.4926	10/01/08	1.3970
0-71195-01767-8	6661	HGAL EGG NOG PLASTIC	ROBTS		10/01/08	2.8800
0-41383-09018-9	4337	QT LACTAID NF 100%	STOCK	2.0263	10/01/08	1.9779
0-71195-03626-6	6879	QT BUTTERMILK	ROBTS	.7964	10/01/08	.7480
0-71195-06663-8	6663	QT LITE EGG NOG	ROBTS		10/01/08	1.5000
0-71195-07136-6	6664	QT EGG NOG	ROBTS	1.1300	10/01/08	1.5000
0-00000-00000-0	11384	QT EGG NOG 16/BOX	RBTBX		10/01/08	1.6000
0-71195-00062-5	6881	PT HOMO PLASTIC	ROBTS	.4979	10/01/08	.4744
0-71195-00358-9	6840	PT 2% PLASTIC	ROBTS	.4953	10/01/08	.4714
0-71195-00593-4	8005	PT SKIM PLST WHITE	ROBTS	.4916	10/01/08	.4672
0-71195-01020-4	6843	PT CHOC PREM PLST	ROBTS	.5272	10/01/08	.5037
0-71195-01069-3	7469	PT STRWBRY PLST PL PK	ROBTS	.5272	10/01/08	.5037
0-71195-13831-1	12829	PT CHOCOLATE FF	ROBTS	.4933	10/01/08	.4689
0-71195-01769-2	6993	PT EGG NOG PLST	ROBTS		10/01/08	.9500
0-71195-00070-0	6844	HPT HOMO 48/CS	ROBTS	.2082	10/01/08	.1965
0-71195-00371-8	5768	HPT 2% 50/CS	ROBTS	.1961	10/01/08	.1842
0-71195-00370-1	6845	HPT 2% 48/CS	ROBTS	.1961	10/01/08	.1842
0-71195-00570-5	11353	HPT 1% 50/CS	ROBTS	.1808	10/01/08	.1687
0-71195-00671-9	6846	HPT SKIM 48/CS	ROBTS	.1787	10/01/08	.1665
0-71195-00971-0	6847	HPT CHOC 2% 50/CS	ROBTS	.2111	10/01/08	.1992
0-71195-00970-3	6848	HPT CHOC 2% 48/CS	ROBTS	.2111	10/01/08	.1992
0-71195-00990-1	5772	HPT CHOC FF 50/CS	ROBTS	.1875	10/01/08	.1753
0-71195-01076-1	11376	HPT STRAW FF 50/CS	ROBTS	.1931	10/01/08	.1809
0-71195-00380-0	11341	4 OZ 2%	ROBTS	.1154	10/01/08	.1094
0-70494-00485-3	8242	HGAL MIX 5% CHOC PLST	ROBTS	2.1073		
0-70494-00484-6	8243	HGAL MIX 5% VAN PLST	ROBTS	2.1073		
0-00000-00000-0	5438	DISP WHIP CREAM 40%	ROBTS	50.1990	10/01/08	50.9950
0-71195-01283-3	11708	DISP WHIP CREAM 36%	ROBTS	48.6690	10/01/08	49.4650
0-71195-01308-3	11709	HGAL WHIP CREAM PLST	ROBTS	4.4162	10/01/08	4.4958
0-71195-01275-8	6859	QT WHIP CRM 40% FRESH	ROBTS	2.2781	10/01/08	2.3179
0-71195-02426-3	6855	QT H&H-FRESH	ROBTS	1.0962	10/01/08	1.0881
0-71195-02430-0	6856	PT H&H-FRESH	ROBTS	.6114	10/01/08	.6073
0-71195-01242-0	11281	CASE CRMR H&H 3/8OZ 352	ROBTS	9.9363		
0-71195-01902-3	6825	5 LB SOUR CREAM	ROBTS	4.4885	10/01/08	4.5135

Individual Deck Listing with UPC

ROBERTS DAIRY COMPANY

OMAHA

NE 681030825

Deck# 445

UPC	Prod	Description		Current Price	Eff Date	Future Price
0-00000-00000-0	11730	5 LB LITE SOUR CREAM 4/	RBTBX	3.7385	10/01/08	3.7635
0-71195-02606-9	6826	1 LB SOUR CREAM	ROBTS	.9577	10/01/08	.9627
0-71195-01914-6	8240	1 LB SOUR CREAM NO FAT	ROBTS	.6637	10/01/08	.6687
0-71195-04901-3	6829	8 OZ DIP-ONION	ROBTS	.5689	10/01/08	.5714

Deck 445 Roberts 10-01-08.txt

0-71195-01956-6	11734	8	OZ DIP-RANCH	ROBTS	.5689	10/01/08	.5714
0-71195-01963-4	11735	8	OZ DIP-SALSA	ROBTS	.5689	10/01/08	.5714
0-41271-02599-6	11731	CASE	SOUR CRM 10Z 100CT	SBFRM	12.4525		
0-72730-34702-1	1830	5	LB YOG BLUEBERRY	ROBTS	5.1000		
0-72730-34703-8	1832	5	LB YOG CHERRY VANILLA	ROBTS	5.1000		
0-72730-34705-2	1835	5	LB YOG PLAIN	ROBTS	5.1000		
0-72730-34701-4	1837	5	LB YOG RASPBERRY	ROBTS	5.1000		
0-72730-34704-5	1840	5	LB YOG STRAWBERRY	ROBTS	5.1000		
0-72730-34706-9	16093	5	LB YOG VANILLA	PF	5.1025		
0-71195-02109-5	1855	8	OZ YOG BLACK CHERRY	ROBTS	.5150		
0-71195-02112-5	1859	8	OZ YOG STRAWBY/BANANA	ROBTS	.5150		
0-71195-02103-3	1861	8	OZ YOG RASPBERRY	ROBTS	.5150		
0-71195-02104-0	1863	8	OZ YOG PEACH	ROBTS	.5150		
0-71195-02105-7	1864	8	OZ YOG BLUEBERRY	ROBTS	.5150		
0-71195-02106-4	1869	8	OZ YOG CHERRY VANILLA	ROBTS	.5150		
0-71195-02101-9	1904	8	OZ YOG STRAWBERRY	ROBTS	.5150		
0-00000-00000-0	11420	8	OZ YOG ASSORTED	ROBTS	.5150		
0-71195-02128-6	13039	8	OZ YOG VANILLA	ROBTS	.5150		
0-71195-02174-3	1922	8	OZ FF YOG BLK CHERRY	ROBTS	.5150		
0-71195-02178-1	1924	8	OZ FF YOG CHERRY VAN	ROBTS	.5150		
0-71195-02175-0	1925	8	OZ FF YOG BLUEBERRY	ROBTS	.5150		
0-71195-02176-7	1926	8	OZ FF YOG PEACH	ROBTS	.5150		
0-71195-02177-4	1930	8	OZ FF YOG STRAWBERRY	ROBTS	.5150		
0-71195-02179-8	1937	8	OZ FF YOG RASPBERRY	ROBTS	.5150		
0-71195-02173-6	1942	8	OZ FF YOG STRAWBY/BAN	ROBTS	.5150		
0-71195-02171-2	5042	8	OZ FF YOG MIXED BERRY	ROBTS	.5150		
0-71195-02170-5	6074	8	OZ FF YOG VANILLA	ROBTS	.5150		
0-71195-13073-5	13073	6	OZ YOG FF STRAW-SPLND	ROBTS	.4556		
0-71195-13075-9	13075	6	OZ YOG FF PEACH-SPLND	ROBTS	.4556		
0-71195-13076-6	13076	6	OZ YOG FF BLKCHY-SPLN	ROBTS	.4556		
0-71195-13077-3	13077	6	OZ YOG FF BLUBRY-SPLN	ROBTS	.4556		
0-71195-13078-0	13078	6	OZ YOG FF STRWBN-SPLN	ROBTS	.4556		
0-71195-13079-7	13079	6	OZ YOG FF CHY/VN-SPLN	ROBTS	.4556		
0-71195-13080-3	13080	6	OZ YOG FF RASPBYS-SPLN	ROBTS	.4556		
0-71195-16499-0	16499	6	OZ YOG FF VAN-SPLENDA	ROBTS	.4556		
0-71195-02372-3	6831	GAL	JUICE ORANGE	ROBTS	2.5888		
0-71195-02395-2	8392	HGAL	JUICE APPLE PLST	ROBTS	1.3011	10/06/08	1.3911
0-71195-02434-8	6835	PT	JUICE ORANGE PLAST	ROBTS	.4306		
0-71195-02385-3	8247	HPT	JUICE ORANGE	ROBTS	.1836		
0-71195-02376-1	11447	4	OZ JUICE ORANGE	ROBTS	.1006		
0-71195-02374-7	11449	4	OZ JUICE APPLE	ROBTS	.1093	10/06/08	.1206
0-71195-02375-4	11450	4	OZ JUICE GRAPE	ROBTS	.1006		
0-71195-02202-3	1673	5	LB COTT CHEESE SC	ROBTS	6.0000	10/01/08	5.7500
0-71195-02215-3	6992	5	LB COTT CHEESE 1%	ROBTS	6.0000	10/01/08	5.7500
0-71195-02275-7	11461	15	OZ COTT CH - RICOTTA	ROBTS	1.7868	10/01/08	1.7399
0-71195-04511-4	1735	12	OZ COTT CHEESE SC	ROBTS	1.1250	10/01/08	1.0875

Individual Deck Listing with UPC

ROBERTS DAIRY COMPANY

OMAHA NE 681030825

Deck# 445

P512C  
Date 9/24/08  
Page 3

UPC	Prod	Description	Current Price	Eff Date	Future Price
0-71195-04582-4	1810	12 OZ COTT CHEESE 1%	ROBTS 1.1250	10/01/08	1.0875
0-71195-02518-5	2166	17 LB BUTTER 59 CONT CHP	STOCK 41.5563	10/01/08	42.6563
0-71195-02506-2	2196	5 LB BUTTER WHIPPED SLT	STOCK 12.3900	10/01/08	12.9400
0-54231-10003-9	11463	1 LB BUTTER SOLID	CNCRM 2.1874	10/01/08	2.2974
0-41295-53020-9	12076	14 OZ NON DAIRY AEROSOL	AFAIR 1.2700		
0-70494-11301-2	8495	3 GAL IC VANILLA	HLROB 10.0700		
0-70494-11304-3	8496	3 GAL IC CHOCOLATE	HLROB 10.2000		
0-70494-11402-6	8497	3 GAL IC STRAWBERRY	HLROB 11.5100		
0-70494-11210-7	11608	3 GAL FF/NSA VANILLA	HLROB 15.6800		
0-72060-08621-8	9408	5 QT IC COOK N' CREAM	HLROB 4.7932		
0-72060-08617-1	9410	5 QT IC VANILLA	HLROB 4.2100		
0-72060-08619-5	9411	5 QT IC CHOCOLATE	HLROB 4.2700		

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0-72060-08620-1	9413	5	QT IC CHOCOLATE CHIP	HLROB	4.4300
0-72060-08625-6	11553	5	QT IC CHERRY NUT	HLROB	5.5300
0-72060-08627-0	11554	5	QT IC STRAWBERRY SWRL	HLROB	4.6607
0-72730-66020-5	3616	BULK	FUDGE BAR	NSTAR	4.1000
0-72730-60042-3	3630	BULK	SANDWICH IC VAN	NSTAR	5.4000
0-47677-00151-0	3646	BULK	ICE CREAM BAR	SNICK	17.7900
0-72730-60026-3	14881	BULK	10OZ VAN SHAKE 12/	NSTAR	15.9000
0-72730-60027-0	14882	BULK	10OZ STRW SHKE 12/	NSTAR	15.9000
0-77567-01809-0	18296	BULK	OREO KING SANDWICH	GOODH	27.3500
0-70494-08772-6	9652	12 PK	CHOC MALT CUP	HLROB	5.6400
0-00000-00000-0	10462	EACH	MILK CASE DELIVERD	STOCK	.0001
0-00000-00000-0	11654	EACH	MILK CASE RETURNED	STOCK	.0001
Total Products Listed					246



**United States  
Department of  
Agriculture**  
Agricultural Marketing Service  
Dairy Programs

**MARKET ADMINISTRATOR**

Central Federal Order No. 32  
10801 Renner Boulevard  
Lenexa, Kansas 66219

phone (913) 495-9300 fax (913) 888-9207  
e-mail market.administrator@fmmacentral.com  
home page www.fmmacentral.com

MAILING ADDRESS:  
P.O. Box 14650  
Shawnee Mission, KS 66285-4650

**Central Federal Milk Order #32  
Announcement Of "Advanced" Class Prices For October 2008  
Released On September 23, 2008**

<b>Class I Price @ 3.5% Butterfat</b>	
\$2.00 Location Adjustment @ Jackson County (MO)	\$17.53 /cwt
Fluid Milk Promotion Order Processor Assessment <sup>1</sup>	<u>+0.20</u>
	\$17.73
<b>Class I Butterfat Price</b>	
\$2.00 Location Adjustment @ Jackson County (MO)	\$1.7651 /lb
<b>Class I Skim Price</b>	
\$2.00 Location Adjustment @ Jackson County (MO)	\$11.76 /cwt
<b>Class II Skim Price</b>	\$10.46 /cwt
<b>Class II Nonfat Solids Price</b>	\$1.1622 /lb

<sup>(1)</sup> **Processor Assessment:** The processor assessment is an obligation under the Fluid Milk Promotion Order (7 CFR § 1160.101 et seq.). The Order requires that all persons who process and market commercially more than 3,000,000 pounds of fluid milk products in consumer-type packages in the 48 contiguous States and the District of Columbia on a monthly basis, excluding those fluid milk products delivered to the residence of a consumer, be assessed 20 cents per hundredweight on all marketings of such packaged fluid milk products during the month.

**Announcement Of Class Prices For October 2008  
Released On October 31, 2008**

<b>Class II Price @ 3.5% BF</b> .....	/cwt
<b>Class II Butterfat</b> .....	/lb
<b>Class III Price @ 3.5% BF</b> .....	/cwt
<b>Class III Skim Milk</b> .....	/cwt
<b>Class IV Price @ 3.5% BF</b> .....	/cwt
<b>Class IV Skim Milk</b> .....	/cwt
<b>Butterfat Price</b> .....	/lb
<b>Nonfat Solids Price</b> .....	/lb
<b>Protein Price</b> .....	/lb
<b>Other Solids Price</b> .....	/lb
<b>Somatic Cell Adjustment Rate</b> .....	/cwt
Per 1,000 Somatic Cell Count	

Please see note on back.

## "Advanced" Pricing Factors For October 2008

Released On September 23, 2008

### Prices Used Only In Calculating Advanced Class I & II Prices

Advanced Class III Skim Milk Price	\$9.71	/cwt
Advanced Butterfat Price	\$1.7451	/lb
Advanced Class III Price @ 3.5% BF	\$15.48	/cwt
Advanced Class IV Skim Milk Price	\$9.76	/cwt
Advanced Class IV Price @ 3.5% BF	\$15.53	/cwt
<b>Base Price @ 3.5% BF For Class I</b>	<b>\$15.53</b>	<b>/cwt</b>

### NASS Two-Week Product Price Weighted Averages (Per Lb)

	<u>Butter</u>	<u>Nonfat Dry Milk</u>	<u>Cheese</u> <sup>2</sup>	<u>Dry Whey</u>
Week 1 Ending 09/06/08	\$1.6093	\$1.3265	\$1.7285	\$0.2270
Week 2 Ending 09/13/08	\$1.6142	\$1.2130	\$1.7273	\$0.2215
<b>Wtd. 2-Week Average</b>	<b>\$1.6125</b>	<b>\$1.2628</b>	<b>\$1.7279</b>	<b>\$0.2241</b>

<sup>(2)</sup> The cheese price is a weighted average of the: (a) NASS 40 lb. block cheese and (b) NASS 500 lb. barrel cheese (38% moisture) plus 3 cents.

**Note:** The manufacturing allowances and butterfat yield factor used to compute the Federal order minimum advance Class I and Class II prices and pricing factors in this announcement, as well as future Class I and Class II prices and pricing factors, and Federal order minimum prices for Class III and Class IV milk marketed on or after October 1, 2008, will be the revised manufacturing allowances and butterfat yield factor contained in the Interim Final Rule published in the Federal Register July 31, 2008 (73 FR 44617).

# MARSH

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
CHI-000282978-16

**PRODUCER**

Marsh USA Inc.  
701 Market Street, Suite 1100  
St. Louis, MO 63101-1830  
Attn: stlouis.certrequest@marsh.com 212-948-0811

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
A DISCOVER PROPERTY AND CASUALTY
- COMPANY  
B FIDELITY & GUARANTY INS CO
- COMPANY  
C
- COMPANY  
D

947172-NoRes-Cas-08-09

**INSURED**

Prairie Farms Dairy, Inc  
1100 North Broadway  
Carlinville, IL 62626-0560

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	D002L00335	04/01/08	04/01/09	GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/CP AGG \$ 4,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
					FIRE DAMAGE (Any one fire) \$ 150,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	D002A00592	04/01/08	04/01/09	COMBINED SINGLE LIMIT \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	D002W00651	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS   OTH-ER
B		D002W00652	04/01/08	04/01/09	EL EACH ACCIDENT \$ 1,000,000
B	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL	D002W00653	04/01/08	04/01/09	EL DISEASE-POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> EXCL	D002W00654	04/01/08	04/01/09	EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
City of Lincoln/Lancaster County is additional insured with regard to these services in the description of operations locations, vehicles, exclusions added by endorsements, special provisions section of the accord and only for such terms of the policies hereon or the written.

**CERTIFICATE HOLDER**

City of Lincoln/Lancaster County  
Attn: Vince Mejer  
440 S. 8th, Ste. 200  
Lincoln, NE 68508

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE  
Marsh USA Inc.  
BY: David R. Schaake



MM1(3/02)

VALID AS OF: 03/20/08

# ADDITIONAL INFORMATION

DATE (MM/DD/YY)

CHI-000282978-16 03/20/08

**PRODUCER**

Marsh USA Inc.  
701 Market Street, Suite 1100  
St. Louis, MO 63101-1830  
Attn: stlouis.certrequest@marsh.com 212-948-0811

**COMPANIES AFFORDING COVERAGE**

COMPANY

E

COMPANY

F

COMPANY

G

COMPANY

H

947172-NoRes-Cas-08-09

**INSURED**

Prairie Farms Dairy, Inc  
1100 North Broadway  
Carlinville, IL 62626-0560

**TEXT**

Named Insured: Prairie Farms Dairy, Inc  
1100 North Broadway  
Carlinville, IL 62626-0560

**Other Named Insureds:**

Prairie Farms Dairy, Inc.  
Belfonte Ice Cream & Dairy Foods Co.  
Belfonte Ice Cream, Inc.  
Belfonte Distributing, Inc.  
East Side Jersey Dairy, Inc  
GMS Transportation Company  
Hawmell DBA Hawthorne Melody, LLC  
Hiland Dairy Foods Co., LLC (1)  
Hiland/Roberts Ice Cream Co., LLC  
Hoosier Dairy DBA Holland Dairies, Inc  
Ice Cream Specialties, Inc. (3)  
Ideal American Dairy, LLC  
Madison Farms Butter Co., LLC  
Muller-Pinehurst Dairy, Inc.  
PFD Supply, Inc.  
Roberts Dairy Co., LLC (2)  
Tom Davis & Son Dairy Co.  
Turner Holdings LLC  
Central Dairy Company Inc.

Allen Dairy is a division of Prairie Farms Dairy, Inc.  
(1) Gilt Edge and Farm Fresh, Inc. are divisions of Hiland Dairy Foods Co., LLC  
(2) Fairmont-Roberts is a division of Roberts Dairy Company  
(3) North Star is a division of Ice Cream Specialties, Inc.

And all subsidiaries, affiliated, associated, controlled or allied companies, corporations or firms as now or hereafter constituted for which the Named Insured has responsibility for insuring and for which similar coverage is not otherwise more specifically provided.

**CERTIFICATE HOLDER**

City of Lincoln/Lancaster County  
Attn: Vince Mejer  
440 S. 8th, Ste. 200  
Lincoln, NE 68508

Marsh USA Inc.  
David R. Schaeke

