85436

Amendment to Agreement
City of Lincoln
University of Nebraska at Lincoln Contract No. 393435
Food Service and Related Items for Lincoln Area Agency on Aging
(1 Year Renewal)

This Amendment is hereby entered into on this _____ day of _____, 2012, by and between **Cash-Wa Distributing Company, 2500 State Fair Park Drive, P.O. Box 80698, Lincoln, NE 68501** (hereinafter "Contractor") and **The City of Lincoln participating and piggybacking the University of Nebraska at Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **September 1, 2009**, Resolution No. A-85532 the "Agreement" for **Food Service and Related Items for Lincoln Area Agency on Aging, University of Nebraska at Lincoln, Contract 393435**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **September 1, 2009 thru August 31, 2012**, with the option to extend for one (1) additional year period upon written mutual consent of both parties, not to exceed the University of Nebraska at Lincoln contract; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **September 1, 2012 thru August 31. 2013** ; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The Agreement shall be renewed for an additional one (1) year term beginning September 1, 2012 thru August 31, 2013.
2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 5th day
of October 2012

Mayor

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated _____

Company Name: (PLEASE PRINT)	Cash-Wa Dist. Co.
By: (PLEASE PRINT)	James Kjirsdy
By: (PLEASE SIGN)	
Title:	VP of Sales
Company Address: (PLEASE PRINT)	Box 309 – 401 W 4th St. - Kearney, Ne 68847
Company Phone & Fax: (PLEASE PRINT)	308-237-3151 FAX 308-234-6018
E-Mail Address: (PLEASE PRINT)	Jim@cash-wa.com

09R-176

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

FOOD SERVICE AND RELATED ITEMS FOR
LINCOLN AREA AGENCY ON AGING

UNL Contract No. 393435

Contractor:
Cash-Wa Distributing Co.
2500 State Fair Park Drive
PO Box 80698
Lincoln, NE 68501
800-627-6810

CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2009, by and between **Cash-Wa Distributing Company, 2500 State Fair Park Drive, Lincoln, NE** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City through local inter-governmental cooperative purchasing has chosen to participate in the University of Nebraska at Lincoln's contract resulting from (UNL) Request For Proposals #393435 which was prepared in accordance with the 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 food products and related items to/for the Lincoln Area Agency on Aging, located at 1005 "O" Street, Lincoln, NE in compliance with the prices as established via the UNL Request For Proposals # 393435.
And,

WHEREAS, the Contractor, in response to our request to participate in said agreement, has submitted to the City of Lincoln, Nebraska, an offer approving our participation under the same pricing structure, terms and conditions as the University of Nebraska (with only those exceptions stated herein);and,

WHEREAS, the University of Nebraska, 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 Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

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.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and 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 food products and related items to/for the Annual Requirements for the City of Lincoln Area Agency on Aging.

2. TERM OF THE AGREEMENT: The initial term of this agreement is for a period of three (3) years beginning September 1, 2009 through August 31, 2012.
   - 2.1 Upon conclusion of the initial three year period, the contract may be renewed on a yearly basis with mutual agreement by both parties for one (1) additional one-year term.
   - 2.2 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
   - 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. PRICING of items will be based on a cost plus markup as per the pricing/markup schedule provided in the original proposal submitted by Cash-Wa Distributing Company to the University of Nebraska, dated April 28, 2009 (see attached copy of proposal for Request For Proposals #393435).
   3.1 Terms of payment shall be net thirty (30) days for all merchandise meeting City Specifications and approval.

4. INDEPENDENT CONTRACTOR: It is agreed that the contractor shall not be considered an employee of the City for any purpose, but shall be an independent contractor for all purposes and in all situations.
   4.1 As an independent contractor, the contractor shall be responsible for all required reporting of income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contributions Act, income tax withholding and periodic payment of estimated taxes, and payments required under Federal Unemployment Tax Act, and any applicable State and Local sales, use or income tax.
   4.2 Each party shall be responsible for its own negligence and the negligence of its employees.

5. TERMINATION PROVISIONS: The City shall have the right to terminate this contract upon thirty (30) days written notice to the Contractor for any reason without penalty to the City.

6. WAIVER OF PROPRIETARY BEVERAGE CLAUSE: The "Exceptions Clause" listed in the UNL specification is applicable only to the University of Nebraska, Lincoln, Nebraska.
   6.1 The Contractor will be able to furnish special order items or "kindred" (food service related items) on an as-needed basis, using similar price structure to the contract items, to the Lincoln Area Agency on Aging or any other City/County Department/Agency who makes arrangement with the Contractor to participate in the agreed upon contract herein.

7. DELIVERIES will be made a minimum of three (3) times per week to the 10th and "0" Street location, in a mutually agreeable fashion, and not to supersede the delivery schedule set forth in the UNL agreement.

8. BONDING: The performance bond set forth in the original UNL agreement is applicable to only the University of Nebraska.

9. INSURANCE: The City will require an insurance certificate in the amounts specified on the attached sheets titled City of Lincoln Insurance Requirements with the City of Lincoln listed as an additional insured.

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

PRICING AS OUTLINED IN UNL AGREEMENT - PRIME VENDOR CONTRACT #393435

CONTRACT AGREEMENT

The Work included in this Contract shall begin on September 1, 2009 or at time contract is executed through August 31, 2012.

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

1. Contract Agreement
2. UNL Request For Proposals # 393435
3. UNL Prime Vendor Contract #393435
4. The Insurance Requirements
5. The Insurance Certificate

These Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

CONTRACT AGREEMENT

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by _____

dated 10-7-09

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Cash-Wa Distributing Co
Name of Corporation

2500 State Fair Park Dr
(Address)

By: Larry Reigert
Duly Authorized Official

VP Sales
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

INSURANCE REQUIREMENTS
FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

C. **Occurrence Basis Coverage.** All insurance shall be provided on an ***occurrence basis*** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.

D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.

E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.

F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

A. **Scope of Required Coverage**. The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under workers' compensation, disability benefit, or other employee benefit acts;

(2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;

(3) Claims customarily covered under personal injury liability coverage;

(4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;

(5) Claims arising out of ownership, maintenance or use of any motor vehicle;

(6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. **Worker's Compensation Insurance and Employer's Liability Insurance**. The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	$500,000	each accident
	Bodily Injury by disease	$500,000	each employee
	Bodily Injury	$500,000	policy limit

C. **Commercial General Liability Insurance.**

(1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	$2,000,000	Aggregate
Products and Completed Operations	$2,000,000	Aggregate
Personal and Advertising Injury	$1,000,000	
Each Occurrence	$1,000,000	
Fire Damage Limit	$ 100,000	any one fire
Medical Damage Limit	$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.

- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of $2,000,000 per occurrence, $6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of $3,000,000 each occurrence and aggregate.

G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE

A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:

(1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and

- is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

(2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

C. The obligations of indemnification herein shall not include or extend to:

(1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and

(2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.

B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.

B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be $5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.

C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.

D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

AGREEMENT
BETWEEN

THE BOARD OF REGENTS
OF THE
UNIVERSITY OF NEBRASKA

AND

CASH-WA DISTRIBUTION CO. INC.

FOR

"FOOD AND RELATED ITEMS"

AGREEMENT
"FOOD AND RELATED ITEMS"

This agreement is entered into, by, and between The Board of Regents of the University of Nebraska, Lincoln, Nebraska, ("UNL") a public body corporate, and Cash-Wa Distribution Co. Inc. (Cash-Wa), with offices located at: 401 West 4th Street, Kearney, NE 68848. This agreement supersedes all previous communication, verbal and written, unless otherwise noted and included below.

This agreement provides for a prime vendor contract with Cash-Wa to provide "Food and Related Items" to UNL Food Service Operations. The proposed products and services shall be used by UNL's Residence Hall Food Service operations, Housing Department Snack Bars / C-Stores, Student Unions, Dairy Store, 4-H Camps, Nebraska College of Technical Agriculture, Cedar Point Biological Center and any other UNL department needing food and related items.

The specifications, conditions, requirements and information as set forth in University of Nebraska RFP #393435, for "Food and Related Items" dated April 1, 2009 and corresponding proposal of Cash-Wa dated April 28, 2009 are hereby incorporated in this agreement.

Cash-Wa shall provide an Equal Opportunity Statement on the forms provided, along with a Certificate of Insurance naming the Board of Regents of the University of Nebraska as an additional insured. These forms must be on file at the Purchasing Department 1700 "Y" Street, Lincoln, Nebraska 68588-0645 prior to the start date of the contract (August 1, 2009) and maintained throughout the term of the agreement.

The base contract term will be three (3) years beginning August 1, 2009 through July 31, 2012. The contract may be renewed for additional two (2) periods of twelve (12) months each upon completion of the initial base contracted period, provided written mutual concurrence of both parties is exercised in writing, ninety (90) days prior to the expiration of the existing contract. Any contract extension beyond a five year period will be at the sole discretion of the Vice Chancellor for Business and Finance.

For the Board of Regents
of the University of Nebraska

Christine Jackson

Christine Jackson
Vice Chancellor for Business and Finance

Date 6/3/09

For Cash-Wa Distribution Co. Inc.

Jim Kindig

Jim Kindig
Senior Vice President - Sales

Date 6-5-09

c: Bid File #393435

SECTION 1.0: COVER SHEET; SPECIFICATIONS

PROPOSAL COVER SHEET
UNIVERSITY OF NEBRASKA-LINCOLN

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

PROPOSAL IN RESPONSE TO FOOD & RELATED ITEMS
PRIME VENDOR CONTRACT #393435

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 through 5 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: Cash-Wa Distributing Co, Inc.

By: _____ Date: April 28, 2009
Authorized Signature

Signing Officer's Name and Title: Jim Kindig - Senior Vice President - Sales

Correspondence to the bidder with respect to this RFP may be directed to:

CELL 308-627-6810

Name: Jim Kindig Phone Number: (800) 652-0010 ext 7111

Title: Senior Vice President - Sales FAX Number: (308) 234-3017

Address: 401 West 4th St
Kearney, NE 68848 Email Address: jimk@cashwa.com

UNL appreciates your consideration of this Request for Proposals and looks forward to receiving your response.

4.0 REFERENCES:

Supply references from three (3) of your institutional customers, similar in size and volume to the University of Nebraska-Lincoln. References from Universities, Colleges, or Schools are preferable.

Reference #1: Customer Name: Kindercare

Address 640 N.E. Holladay St. Suite 1400

City, State, Zip Portland, OR 97232

Manager/Contact Person Allan

Telephone Number (503) 872-1615

Reference #2: Customer Name: Godfather's Pizza

Address 9140 W. Dodge Rd

City, State, Zip Omaha, NE 68114

Manager/Contact Person Ron Gartlan

Telephone Number (402) 391-1452

Reference #3: Customer Name: Buffalo Wild Wings

Address 1600 Utica Ave. South Suite 700

City, State, Zip Minneapolis, MN 55416

Manager/Contact Person Teri Tucker

Telephone Number (952) 593-9943

8.3 Contract Period

The contract will be in effect from the date of this agreement, to be determined by the date of signing by both parties for a period of three (3) years. The contract may be renewable, by mutual agreement of the University, and the selected Vendor for two (2) additional one year periods. However, the length of the contract in its entirety will not exceed five (5) years. The projected contract start / first delivery date will be August 1, 2009.

8.4 Vendor Representation:

The Vendor shall designate an individual as the "Account Representative." This Account Representative will be the primary interface between the University and the Vendor. This individual shall have a minimum of three (3) years experience in the institutional food service business and have a demonstrated ability to adequately service this account. This individual is an outside resource for communication between UNL food service managers, vendors, brokers and product manufacturers. Activities associated with the account representative will include, but are not limited to the following:

8.4.1 On Campus Visitations:
The Vendor's account representative will be required to meet with UNL food service management personnel on an as needed basis, for purposes of discussing the previous activity/vendor performance and general problem solving. The Vendor's Account Representative will be required to meet on an as needed basis with the Housing Department's Menu Planning Committee or as required by the Assistant Director Housing Dining Services Operations Pam Edwards. Location, dates, and times of meetings will be determined at a later date. The Vendor's Account Representative is required to have a lap top computer available at these meetings to retrieve item stock numbers, portion size, pack size, price, inventory status, product availability and other requested product information.

8.4.2 The Vendor's Account Representative will be required to meet with the University's Contract Administrator, Lonnie Honeycutt at least once a month (during the first year of the contract) for problem solving purposes, to discuss Vendors performance and to promote program enhancements.

8.4.3 Facilitate the flow of new product ideas and sample products with UNL's Food Service Departments.

8.4.4 Provide UNL Food Service Managers with computer support service, on line supply catalogs and current price lists.

8.4.5 Coordinate with UNL Food Service Managers when potential problems exist, identify the problem and determine an appropriate solution.

8.4.6 Provide guidance and recommendations to UNL management in activities related to UNL's best interest.

8.4.7 Monitor all UNL back orders and assure that the Vendor complies with rapid fill of back orders.

8.4.8 Review purchase invoices for accuracy of quantities ordered, descriptions of products and pricing.

8.4.9 Conduct new product demonstrations, product cuttings, and new equipment applications.

8.4.10 Maintain/update price lists and vendor order guides.

8.4.11 Research new product offerings and make recommendations for product changes that will

meet the University's needs and will result in cost savings to the University.

8.4.12 Oversee daily operations to help maintain a smooth and efficient relationship between the University and the representatives company.

8.4.13 Account Representative will be responsible for furnishing nutritional information, ingredient information and child nutrition information for all sample products presented to the University. This information is to be in written form and must accompany the sample at the time of delivery to the UNL food service facility.

8.4.14 The Account Representative will arrange for quarterly meetings with Vendor's upper management personnel. UNL's Contract Administrator and UNL's dining service management. Purpose of the quarterly meetings will be to review past performance of the Vendor, address areas of concern by the University, discuss future needs, and other sharing of information.

Indicate if the conditions in 8.4.1 through 8.4.14 are agreeable with your company Yes X **No** _____
If your response is "No", please clarify your position to support this requirement.

8.4.15 The University prefers one (1) vendor account representative to be assigned to UNL's Dining Services accounts.

Indicate if the conditions in 8.6.15 is agreeable with your company Yes X **No** _____
If your response is "No", please clarify your position to support this requirement.

If your response is "Yes", based on a 40 hour work week, how many hours do you anticipate your account representative will be devoting strictly to UNL business? 15-20 Hours.

8.4.16 Change of Account Representative: UNL reserves the right to effect a change in the Account Representative assigned to this account if his/her performance is deemed unsatisfactory.

Indicate if the conditions in 8.4.16 is agreeable with your company Yes X **No** _____
If your response is "No", please clarify your position to support this requirement.

8.5 Manufacturer's Representatives and Brokers:
It is extremely important to the University's Contract Administrator and Dining Services Managers to have access to manufacturer representatives and brokers. If your company were awarded this contract, would UNL's Contract Administrator and UNL's Dining Services Managers have access to manufacturer representatives and brokers?

Indicate if the conditions in 8.5 are agreeable with your company. Yes X **No** _____
If your response is "No", please clarify your position to support this requirement.

8.6 Food Brokers:
Do the food brokers that represent your company have Lincoln, Nebraska in their coverage territory? Yes X **No** _____
If your response is "No", please clarify your position to support this requirement.

8.7 Food Products Show:
The University may choose to provide our UNL food service operations staff and invited guests

with an on-campus "Food Products Show" similar to the food shows that most distributors now provide to their customers.

Is your company willing to provide this service? Yes _X___ No _____

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

8.8 Product Specification:
It is understood that the contract resulting from this RFP will stipulate that UNL has complete authority pertaining to the specifications and brands of all products used. However, assistance is desired from the Vendor in the selection and evaluation of new products, especially those, which would result in cost savings to UNL.

8.9 Meat Purchasing Policy:
The University will avoid, to the extent feasible, purchasing meat and poultry from producers with a documented record of repeated violations of workers' rights, violation of occupational safety and health standards, violations of food safety laws and animal mistreatment. Correspondingly, UNL will use its purchasing power and purchasing decision to affirmatively seek meat and poultry from producers that demonstrate respect for workers' rights, provide safe and healthy workplaces and insure safe and healthy products. To this end, UNL will purchase meat from regional producers that meet such standards, while balancing in a common sense manner the need for its purchasing to advance positive social objectives with cost, supply and quality requirements.. UNL also recognizes that its purchasing power can stimulate regional producers to develop greater capacity, reliability and cost-effectiveness, as well as help the regional economy grow in a sustainable manner. Therefore, UNL will help, where feasible, stimulate regional production in a manner the helps attain positive social objectives.

8.10 Canned Fruits and Vegetables:
Initially, all canned and frozen fruit and vegetable products must meet the minimum standards for USDA Grade A – Choice. Copies of the Vendor's manufacturer specifications for frozen and canned fruits and vegetables, may be requested by the University.

The Vendor will not be allowed to change product brand or code numbers in the University's order guide without a minimum three (3) week notification of such a change. In the event the Vendor is considering changing from one brand to another (of a like item), the University will be notified and a sample of the proposed item will be delivered (accompanied with nutritional and ingredient information) to the University for testing. The University will notify the Vendor if the new item is acceptable. In the event the new item is not acceptable to the University, the current item stocked and listed in the order guide will be continued to be stocked by the vendor for use by the University.

A procedure must be in place with the Vendor's Account Representative to report, resolve and arrange for credit and pick up of any deficient products.

At the beginning of the contract, the University anticipates the need for a number of product testings to evaluate the quality level of stock items for purchase. These testings will be performed by the Vendor, on University premises, under the supervision of qualified University personnel. A select number of University personnel will attend these testing sessions. Throughout the contract, additional testings will be performed on the University's or vendor's premises at the request of the University.

All samples requested will be provided at no charge to the University.

Indicate if the conditions in 8.10 are agreeable with your company Yes _X___ No ____
If your response is "No", please clarify your position to support this requirement.

8.11 Training – Food Preparation and Education

The Vendor awarded this contract will be required to provide training sessions to UNL food service employees in the areas of food preparation and education. Training sessions may be conducted in UNL's food service facilities or at the Vendors test kitchen facility.

Indicate if the conditions in 8.11 are agreeable with your company. Yes _x_ No _____
If your response is "No", please clarify your position to support this requirement.

8.12 Product Specialists

The Vendor shall also arrange for the University to have direct access to product specialists in areas such as recipe development, merchandising, baking, beverages, culinary arts, produce - meat and seafood preparation, with the expectation that the Vendor's specialist would provide expertise and training in these areas to improve the services provided by the University.

Indicate if the conditions in 8.12 are agreeable with your company. Yes _x_ No _____
If your response is "No", please clarify your position to support this requirement.

Does your company have test kitchen facilities to adequately demonstrate food preparation techniques and sample new products? Yes _x_ No _____

8.13 Nebraska Based / Locally Produced Products:

What types of Nebraska based products does your company sell? (Attach a separate sheet if needed).

MEATS, DAIRY, BREADS, DRY GROCERIES, PAPER & PLASTIC PRODUCTS, ETC.

8.14 Established Relationships With Nebraska Producers

Has your company established relationships or is your company working toward establishing relationships with Nebraska producers that use sustainable agriculture practices?
Yes _x_ No ____

List the Nebraska producers that provide food products to your company and list a few of the items purchased.

KAAPA, KEARNEY AREA AG PRODUCERS ALLIANCE

8.15 Gourmet Foods

The University's catering operations have unique food needs. Does your company offer a line of up-scale gourmet food products? Yes _x_ No ____

9.0 DELIVERY PROCEDURES

9.1 Delivery Locations:

The selected Vendor will be required to make deliveries to the following twelve (12) UNL Food Service facilities at the following locations:

UNL Student Union City Campus 14th & "R" Street Lincoln, NE 68588	UNL Children's Center 2225 "W" Street Lincoln, NE. 68588	UNL Student Union East Campus Lincoln, NE 68583
Cather Pound Niehardt 527 North 17th St. Lincoln, NE. 68588	Abel Sandoz 860 North 17th St. Lincoln, NE. 68588	Selleck Quadrangle 600 North 15th St. Lincoln, NE. 68688
Harper Shramm Smith 1140 North 14th St Lincoln, NE. 68588	Hewit Training Table South Stadium Lincoln, NE. 68588	Union Qwikick 625 Stadium Drive Lincoln, NE. 68588
Central Food Stores 1100 North 17th Street Lincoln, NE. 68588	Husker Village "C" Store 1113 North 16th Street Lincoln, NE 68588	UNL Dairy Store East Campus Food Sci & Tech

Delivery hours will be 6:00 a.m. to 11:00 a.m. Monday through Friday. The delivery rotation for the twelve (12) Dining Services facilities will be negotiated at a later date, but, prior to the beginning of the contract start date. Regardless of the delivery schedule, the delivery hours will remain firm between the hours of 6:00 a.m. and 11:00 a.m.

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 a future unpaid invoice.

If the Vendor fails to deliver an order, the Vendor shall take corrective action by either making a special delivery to the University facility by arranging for delivery by an alternate supplier, or by making other satisfactory arrangements with the University's ordering department. The Vendor shall incur any cost difference between the price of the originally ordered products and those of an alternate supplier.

Indicate if the conditions in 9.1 are agreeable with your company. Yes _x___ No _____
If your response is "No", please clarify your position to support this requirement.

9.2 Dark Drops:

The University is utilizing a "Dark Drop" method of delivery at select University dining facilities. The University defines dark drops as deliveries made outside normal delivery hours, usually occurring during the night i.e. deliveries made at 3:00 a.m.

The Vendor's driver will have in his/her possession a key to enter the delivery location warehouse/storage area. At the time of delivery, the driver will unload the items to designated storage areas inside the building. The driver will off load frozen items into a designated freezer, chilled items to a designated cooler and staples to a designated dry goods area.

The four (4) residence hall dining facilities currently utilizing the "Dark Drop" method of delivery are: Abel, Cather, Selleck and Harper.

The vendor's driver must be bonded and documentation will be provided to the University upon request.

Indicate if the conditions in 9.2 are agreeable with your company. Yes _x_ No _____
If your response is "No", please clarify your position to support this requirement.

9.3 Delivery Guidelines:

9.3.1. The Vendor shall stack pallets/skids, and make all deliveries in such a manner that will reduce shifting of cases on delivery truck during transportation, and minimizing crushed or damaged cases/products. To facilitate reducing check in time for orders, products will be loaded on pallets/skids with product description label on cases facing to the outside.

9.3.2 Vendor's delivery vehicle is required to have appropriate storage areas for dry products, refrigerated products, 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 dry goods, refrigerated items, and frozen items.

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

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

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

9.3.6 Delivery personnel will be required to deliver and off load all products to a specified area on the inside of the dining services facility. It will be the Vendor's responsibility to provide any equipment needed to complete this 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.

9.3.7 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. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

9.3.8 An itemized invoice, in duplicate, including the unit name and account number, UNL framework order number, product name, unit cost, extension and total charges will accompany all orders. All substitutions shall be noted on the invoices.

Indicate if the conditions in 9.3.1 thru 9.3.8 are agreeable with your company. Yes x **No** _____

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

9.3.9 When your warehouse personnel "pick" UNL's orders for delivery, will they pick each UNL ordering facility's order as a separate customer/account order? Yes x No _____

9.3.10 Do your warehouse personnel pick all of UNL's orders using a bulk method, and separate the orders/items as the delivery person arrives at each UNL facility? Yes x No _____

9.3.11 Does your transportation department have G.P.S. for tracking your delivery vehicles? Yes x No _____

If your answer is "No", please explain what method your company uses to track the location of your delivery vehicles.

Indicate if the conditions in 9.3.9 through 9.3.11 are agreeable with your company.
Yes x **No** _____
If your response is "No", please clarify your position to support this requirement.

10.0 ORDERING PROCEDURES:

10.1 Ordering Schedule: Orders will be prepared and placed electronically by a designated representative from each of the twelve (12) ordering food service facilities. Orders will be placed one (1) day prior to the delivery date. Scheduled delivery dates to each food service facility will be Monday, Tuesday, Wednesday, Thursday and Friday. The order schedule will be as follows: (Please write in your cut-off time for placing orders in the spaces provided.

Orders placed by 1:00 p.m. Monday will be delivered Tuesday a.m.
Orders placed by 1:00 p.m. Tuesday will be delivered Wednesday a.m.
Orders placed by 1:00 p.m. Wednesday will be delivered Thursday a.m.
Orders placed by 1:00 p.m. Thursday will be delivered Friday a.m.
Orders placed by 1:00 p.m. Friday will be delivered Monday a.m.

1. Substitutions and Shortages – The University will assign a representative from each of the twelve (12) ordering food service facilities to perform ordering functions. The Vendor's account representative shall contact the facility's ordering representative by 4:00 p.m. the weekday prior to the scheduled delivery to discuss any shortages and/or any substitutions that need to be made. Substitutions will not be made without the University's prior approval.

2. Add/Cut Schedule – The designated University order person will be allowed to contact the Vendor by 5:00 p.m. the day prior to the scheduled delivery date to add or cut from the next days scheduled delivery.

10.2 Less Than Full Case Order – Upon request of the University, the vendor will sell certain items in smaller pack units or less than full case lots. These products should be listed as separate line items in the price list/order guide. There shall be no additional charge for this service. The University recognizes the difficulty of such a procedure and will limit the requests to items that can reasonably be sold in less than full case lots.

10.3 Restocking Charges – There shall not be a restocking charge for items that are ordered in error, if the items are regular stock items of the Vendor.

Indicate if the conditions in 10.2 through 10.3 are agreeable with your company. Yes X **No** ____
If your response is "No", please clarify your position to support this requirement.

10.4 Emergency Orders – Occasionally, the University may have an emergency order/delivery. How does your company propose to handle emergency orders (order today for delivery today)?

11:00AM FOR SAME DAY DELIVERY

10.5 Will-Call orders – Occasionally, the University may have the need to send a UNL employee to the Vendor's warehouse to pick up items. What is your company's ordering & pick-up policy and procedures regarding will call orders?

7:30AM TO 4:30PM

10.6 Computer Capabilities:

A. As soon as possible after award of the contract, all orders will be placed electronically from a IBM compatible, windows based, personal computer system located at each of the twelve (12) UNL Food Dining Services facilities. This ordering system shall work either via modem connection or the Internet. All workstation software must be integrated into a single menu-driven package. The Vendor will be required to provide the University with training and technical support to maintain the electronic ordering system.

B. The Vendor will provide initial training to University personnel to insure their understanding of the Prime Vendor Program ordering procedures. As soon as the electronic ordering system is in place, the Vendor will provide adequate training to insure University personnel can proficiently handle this task.

Indicate if the conditions in 10.6A through B are agreeable with your company. Yes X **No** ____
If your response is "No", please clarify your position to support this requirement.

C. The Vendor will provide, at no cost to the University, all software necessary for online electronic ordering system for each of the University's dining services ordering facilities. Any initial upgrades that need to be made to the University's computer system, to access the Vendor's system, will be at the expense of the Vendor. As upgrades to the Vendor's existing direct order system occur during the contract period, the upgraded software must be made available to the University at no additional cost. The Vendor's computer support person will be required to load any and all software, as well as any upgrades to the University's computer ordering systems at no charge to the University. The Vendor's on line order entry system must have the ability to interface with the CBORD Food Management

System. The online order system software must have a daily, weekly, and monthly automated price updating system compatible with CBORD Menu Management and Inventory Management Systems via diskette, modem or internet download.

Will your computer system interface with the CBORD Food Management System? Yes _x_ No ___

10.7 Order Book / Price List

The Vendor shall include with their proposal a complete listing of their stock catalog (paper hard copy or disk) indicating all inventory items maintained in their warehouse as of April 1, 2009 including item description, pack size, SKU and sell price.

As soon as possible after award of this contract, the Vendor shall provide customized order guides, which will include the Vendor's stock number, item description, pack size, and University's cost. This customized order guide will need to be designed specifically for each of the twelve (12) University Dining Services facilities. The customized order guides must be updated daily and must have the flexibility to be viewed on the customer's computer screen as well as having the capability to print a hard copy of the order guide on an as needed basis.

The Vendor will be required to provide an updated online order guide, containing all items stocked by the Vendor.

Please submit a sample order guide with your proposal.

Have you attached a sample Order Guide ? Yes _x_ No ____

Indicate if the conditions in 10.7 are agreeable with your company. Yes _x_ No _____
If your response is "No", please clarify your position to support this requirement.

10.8 Fill Rates:

A. Fill rates for orders should be maintained at 95% or higher and will be reviewed on a weekly basis by UNL. For the purposes of this contract, fill rate will be defined as the total number of cases delivered divided by the total number of cases ordered. Pre-approved substitutions for out of stock items will not be considered as filled for fill rate calculations.

B. In the event the Vendor is out of stock on an ordered item, a substitute item may be sent. A substituted item does not automatically become identified as an acceptable stock item. Each time a substitute item needs to be delivered to a UNL ordering facility, the Vendor will be required to contact the facilities order person for authorization prior to the substituted item being invoiced and shipped.

C. Substitute items must be clearly identified on the delivery/billing invoice as a "substitute" item.

Indicate if the conditions in 10.8 A through C are agreeable with your company. Yes _x_ No ____ If your response is "No", please clarify your position to support this requirement.

10.9 Proprietary and Special Order Items:

A. Whenever possible, the University will use a product currently stocked by the Vendor, but reserves the right to require the Vendor to add a proprietary product to its inventory. The Vendor agrees to do

so at the discretion of the University. Proprietary items will be defined as specifically requested and ordered for the University's personal use. Proprietary items include but are not limited to the following: special print cups, special print napkins, special print carry-out containers and other specified food products.

Special print proprietary items are for the sole use of the University of Nebraska-Lincoln and will not be available for resale by the Vendor to anyone other than the University. Additionally, the University may designate specific brand name food products as proprietary items i.e. Tyson Chicken Nuggets #5776. University proprietary brand name food items can be sold by the vendor to other customers. The University will notify the vendor three (3) weeks in advance of the need for a proprietary item and will indicate the amount needed for the initial purchase and an estimated monthly usage thereafter. There shall be no minimum monthly usage nor any additional charges for items brought into stock for the sole use of the University. In the event the University decides to discontinue using a proprietary item, the University will notify the Vendor and make arrangements to deplete the existing inventory of that item.

A special order item is defined as an item not currently stocked by the Vendor but requested as a one-time purchase by the University.

What is your company's lead time for special order items? 14 **days.**

The mark-up price for proprietary and special order items will be the same as any regularly stocked item per the agreed upon percent mark-up over cost matrix established in this contract.

Indicate if the conditions in 10.9A are agreeable with your company. Yes X **No** _____
If your response is "No", please clarify your position to support this requirement.

B. What is your company's inventory policy regarding low volume or slow moving items?

None, however we prefer to keep these at a minimum

C. Do you have inventory minimums for low volume, slow moving items?

No

10.10 Reports:

A number of computer generated reports will be required by the University. These reports must be specific to individual UNL dining services facilities, as well as total purchases by the Housing Department, Student Unions, or University. The following are examples of reports that will be requested by the University:

1. Dollar amount report by week, month and year to date. Other fiscal reports for other time frames as requested by the University, i.e., every five (5) weeks to correspond to a five (5) week menu cycle.
2. Usage reports (cases, bags, pounds, etc.) of specific products purchased by the week, month, year to date, and other time frames as needed by the University.
3. Usage figures for a specific brand or by manufacturer for a specified time frame for tracking rebates and other promotional programs.
4. Monthly and year to date reports of all emergency orders. This report should indicate the frequency of "emergency orders" dollar amounts and number of cases ordered by each UNL facility.
5. Monthly and year to date reports of all "will call" orders. This report should indicate the frequency of "will call" orders, dollar amounts and number of cases ordered by each UNL facility.

Indicate if the conditions in 10.10 are agreeable with your company. Yes X **No** _____
If your response is "No", please clarify your position to support this requirement.

Does your computer system have the capability to customize reports? Yes _x_ No ____.

The University requests that once a report has been generated and a hard copy furnished, the report will be identifiable by a report name/title, or report number. This will allow the University to request established reports by report name/title, or report number.
Can your company comply with this request? Yes _x_ No _____

What is the time lag between the date the University requests a report and the date the University receives the report?___3_____ days.

Does your company have the capability to forward reports to the University by e-mail in an Excel Spreadsheet format? Yes _x_ No _____

Please submit a sample of a customized product usage report.
Report Attached _x_ Report Not Attached _____

10.11 Underutilized and Minority Owned Business: Vendors are requested to provide Minority Business Enterprise (MBE) activity reports quarterly and end of the year (June).

Indicate if the conditions in 10.11 are agreeable with your company. Yes _x_ No _____
If your response is "No", please clarify your position to support this requirement.

11.0 BILLING INVOICES & PAYMENT OPTIONS

11.1 Billing Invoices:

The University requires that each of the twelve (12) dining services facilities have separate account/customer numbers for billing purposes. The University dining services facility will reference their account number when placing orders with the Vendor. The University will assign a UNL Frame Work Order Number for each of the twelve (12) dining services facilities. The established UNL framework order number must appear on all delivery / billing invoices.

The University will only pay from computer generated delivery invoices.

Indicate if the conditions in 11.1 are agreeable with your company. Yes X **No** _____
If your response is "No", please clarify your position to support this requirement.

11.2 Price Adjustments:

A In the event a stock item is temporarily out of stock, a substitute item may be shipped if:

1. The University customer is notified prior to shipment and the substitute item is approved for that delivery only.
2. The substitute item will be equal to or higher in quality than the original ordered item. Quality equivalency will be determined by the UNL ordering facility.
3. The substitute item will be priced at the same cost as the original item ordered. (In the event the substitute item cost less than the original ordered item, the University will be charged at the lower price).
4. The substitute item must be clearly identified on the delivery/billing invoice as a "substitute" item.

B In the event the Vendor's substitute item is not acceptable to the UNL ordering facility, the University reserves the option to purchase the item from another supplier. The UNL Prime Vendor will be liable for any cost differences between the actual price the University paid for the item and the Prime Vendor's original stock item price.

C. The Vendor shall pass on to the University all promotional allowances, discounts or rebates. The Vendor shall keep the University informed of all rebates that could be redeemed by the University as an end-user account and provide tracking information on product usage to facilitate the University's efforts in capturing available rebates and promotional goods offered.

Does your company have an electronic tracking system to capture discounts, rebates or other promotional programs? Yes X No _____

Explain your supplier tracking system as it relates to the University capturing manufacturer rebates. Tracking through mainframe computer system, by all locations together or seperately

D. The University encourages the Vendor to work with manufacturers and brokers to develop deviated pricing strategies for this account. The Vendor will be required to submit reports to the University that explain and show the dollar amount of all deviated programs with manufacturers.

E. The University will not accept billing invoices or be liable for any fuel surcharges.

Indicate if the conditions in 11.2 A through E. are agreeable with your company. Yes _x_ No ___
If your response is "No", please clarify your position to support this requirement.

11.3 Payment Terms:

A. UNL prefers to receive a weekly invoice billing statement for each of the twelve (12) dining services facilities. Ideally, the invoice billing statement will list delivery invoice number(s), followed by the delivery date, and total invoice dollar amount. Payment would be made thirty (30) days after receipt of statement.

Indicate if the conditions in 11.3A are agreeable with your company. Yes _x_ No _____
If your response is "No", please clarify your position to support this requirement.

B. Under the following scenario, indicate the Percentage Discount extended to the University (1%, 2%, 5%, 10%, etc):The University will collect delivery invoices for a one (1) week period, Monday through Friday. The Vendor will electronically submit (e-mail) a billing statement on the Monday following the previous weeks deliveries to the appropriate UNL Department Accounting Office. The University Department will make one electronic payment to the vendor for the entire previous week's delivery invoices. Vendor will be in receipt of payment within 5 days receipt of the weekly billing statement date.

Indicate the % discount the University would receive for making payment under this process _.5_____%

C. Does your company have electronic payment capabilities. Yes _x_ No _____

D. In the event the University makes payment electronically, via ACH (bank to bank electronic funds transfer), within 5 days receipt of the weekly billing statement, what % discount off invoice would the University receive (1%, 2%, 5% etc.) ____.25_____ **% Discount**

E. Does your company have other payment terms which might afford UNL additional savings?
Yes _____ No _x_ If "Yes", please explain.

12.0 EQUIPMENT PROGRAM

12.1 Equipment Requirements:

A. The Vendor must provide a comprehensive equipment program for dispensing beverages (juices, coffee, hot chocolate, etc.) at no additional cost to the University. All equipment to be furnished by the Vendor must be either new equipment, or equipment refurbished to "like new" condition. The opinion of the University as to the acceptability of the refurbished equipment shall be final and binding upon both parties.

B. Equipment to be furnished at no additional cost to the University consists of, but is not limited to:
Hot Chocolate Machines
Juice Machines
Coffee Machines

C. Installation of Equipment:
   1. The University desires to have all beverage equipment installed and operational by August 1, 2009. If more time is needed, the installation period may be extended through mutual agreement of the University and the Vendor.
   2. The University will bring electrical lines, water lines and drains where needed to the proposed locations. The Vendor shall be responsible for final installation of the dispensing equipment at their expense.
   3. In the event new electric lines or water lines need to be run to a proposed location, will your company share in this expense? Yes _____ No X
      What percent of the expense does your company agree to pay? 0 %

D. Loss or Damage To Dispensing Equipment:
   1. The Vendor shall be responsible for any loss or damage to University property that may occur while Vendor's employee is in the process of servicing or installing dispensing equipment.
   2. All loss or damage to dispensing equipment shall be the sole responsibility of the Vendor regardless of how such loss or damage may occur. The University assumes no responsibility for any damage to dispensing equipment owned by the Vendor.

E. Service of Equipment:
   1. The Vendor shall furnish all mechanical service necessary to keep dispensing equipment in satisfactory working condition at no expense to the University.
   2. The Vendor shall provide the University with repair service by qualified service technicians within twenty four (24) hours of notification regarding malfunctioning or problems related to the dispensing equipment.
   3. The Vendor's service technician shall conduct equipment inspection periodically and maintain a preventative maintenance program. A copy of inspection reports shall be furnished to the University's representative after each service inspection.
   4. The Vendor shall provide to the University necessary instructions, both in written form and by on–site training through the service technician for the daily operation, cleaning and sanitation of the equipment.

F. The following is a list of equipment items currently being furnished to the University of Nebraska-Lincoln.

Brew Coffee Machines	Hot Chocolate
Liquid Coffee Machines	Cappuccino Machines
Concentrate Juice Machines	

Indicate if the conditions in 12.1 A through F are agreeable with your company. Yes X No ___
If your response is "No", please clarify your position to support this requirement.

14.0 PROPOSAL PAGE - PRICING

14.1 Pricing:

Pricing will be based on a "Percentage Mark-Up Over Cost" defined as follows: Vendor total cost per case (pound, each, package, dozen, gallon, etc.) will be actual invoice line item cost from Vendor's supplier, plus freight charges (if any). Do not include (deduct) any off invoice allowances, rebates or deviated pricing.

Keep all documentation you have collected for completing your Market Basket section of this bid. You may be audited to verify your item costs.

The **"Percentage Mark-Up Over Cost"** matrix shall be determined as follows:

$ 30.00 Vendor's Invoice Cost Per Case.
+ 0.35 Per Case Freight Charges
$ 30.35 Vendor's Cost
x 1.04 Per case "Percentage Mark-Up Over Cost" (4%)
$31.56 Delivered invoice Price to the University Food Service ordering facility.

"Percentage Mark-Up" charges for less than full case orders (broken cases) will be charged at the same percentage mark-up as full cases.

Indicate if the conditions in 14.1 are agreeable with your company. Yes x **No** _____
If your response is "No", please clarify your position to support this requirement.

14.2 Percentage Mark-Up:

Indicate the "Percentage Mark-Up" per case (or pound, each, package, dozen, gallon, etc.) for the following product categories. Do not extend the Percent Mark-Up Over Cost amount more than three (3) decimal points (example: .035 or 3.5%)

Indicate your percent mark-up over cost for the following catagories:

CATEGORY	PERCENT MARK-UP OVER COST
DAIRY	5
FROZEN	5
SEAFOOD	5
POULTRY	5
MEAT (BEEF & PORK)	4
CANNED GOODS & STAPLES	5
FRESH PRODUCE	8
PAPER & REALTED	5

14.3 Days Per Week Delivery Schedule

In the event the University elects to use a 3 day per week delivery schedule (Mondays, Wednesdays, and Fridays), what would your percent mark-up over cost be?

CATEGORY	PERCENT MARK-UP OVER COST
DAIRY	5
FROZEN	5
SEAFOOD	5
POULTRY	5
MEAT (BEEF & PORK)	4
CANNED GOODS & STAPLES	5
FRESH PRODUCE	8
PAPER & REALTED	5

14.4 Other Delivery Locations:
The University of Nebraska-Lincoln has three other food service operations outside of the Lincoln, NE area. The food service operation and their locations are as follows:

Nebraska College of Technical Agriculture (NCTA)
(Requires delivery during academic year)
404 East 7th Street
Curtis, NE 69025

Cedar Point Biological Station
(Only open May, June, July)
Lake Ogallala
Ogallala, NE

4-H Camps: (Requires deliveries off and on during the year – spring & fall busiest time)

Eastern Nebraska 4-H Center	South Central 4-H Center	State 4-H Camp
21520 West Hwy 31	70734 Corps Road 24	West Hwy 2 and Forest Rd
Gretna, NE 68028	Republican City, 68971	Halsey, NE 69142

The above food service operations will require deliveries by the Bidder awarded this contract. Assume all conditions and specifications in this bid document apply to these outstate food service operations (weekly delivery schedule would be negotiated and agreed upon prior to start date of contract).

What would your percent mark-up over cost be for these customers?

CATEGORY	PERCENT MARK-UP OVER COST
DAIRY	5
FROZEN	5
SEAFOOD	5
POULTRY	5
MEAT (BEEF & PORK)	4
CANNED GOODS & STAPLES	5
FRESH PRODUCE	8
PAPER & REALTED	5

CERTIFICATE OF INSURANCE FORM

* See attached

CERTIFICATE ISSUER	DATE EXECUTED:		
PHONE ( )	THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW COMPANIES AFFORDING COVERAGE		
INSURED	COMPANY A LETTER	COMPANY RATING	
PHONE ( )	COMPANY B LETTER	COMPANY RATING	
PROJECT DESCRIPTION	COMPANY C LETTER	COMPANY RATING	
NAME OF UNL DEPARTMENT:	COMPANY D LETTER	COMPANY RATING	
	COMPANY E LETTER	COMPANY RATING	

THIS IS TO CERTIFY that the above insured has been issued policy(ies) for the limits of coverage specified with the company(ies) indicated, and that, with the exception of Automobile Liability, Worker's Compensation and Professional Liability Insurance, the insured's policy(ies) name THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA as an additional insured, including waiver of subrogation.

CL	Type of Insurance Coverage	Policy Number	Policy Effective Date	Policy Expiration Date	Limits of Liability (in Thousands)
	GENERAL LIABILITY [ ] Commercial General Liability [ ] Occurrence [ ] Claims Made [ ] Owner's & Contractor' Protective [ ] General Aggregate * [ ] Per Project [ ] Per Location				GENERAL AGGREGATE $ PRODUCTS-COMP/OPS AGGREGATE $ PERSONAL & ADVERTISING INJURY $ EACH OCCURRENCE $ FIRE DAMAGE (ANY ONE FIRE) $ MEDICAL EXPENSE (ANY ONE PERSON) $ DEDUCIBLE $
	ARCHITECT'S AND/OR ENGINEER'S PROFESSIONAL LIABILITY [ ] Claims Made [ ] Project				GENERAL AGGREGATE $ EACH CLAIM $ DEDUCTIBLE $
	AUTOMOBILE LIABILITY [ ] Any Auto [ ] All Owned Autos [ ] Scheduled Autos [ ] Hired Autos [ ] Non-Owned Autos [ ] Garage Liability				COMBINED SINGLE LIMIT $ BODILY INJURY (PER PERSON) $ BODILY INJURY (PER ACCIDENT) $ PROPERTY DAMAGE $ DEDUCTIBLE $
	EXCESS LIABILITY [ ] Umbrella Form [ ] Other Than Umbrella Form				EACH OCCURRENCE $ AGGREGATE $
	[ ] WORKER'S COMPENSATION				---------STATUTORY---------
	[ ] EMPLOYER'S LIABILITY				(EACH ACCIDENT) $ (DISEASE-POLICY LIMIT) $ (DISEASE-EACH OCCURRENCE $
	OTHER [ ] Installation Floater [ ] Builder's Risk [ ]				$ $ $

* The General Aggregate limit, under Limits of Insurance, applies separately to each of your projects away from premises owned by or rented to you.

ISSUED TO: THE BOARD OF REGENTS UNIVERSITY OF NEBRASKA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR TERMINATED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL GIVE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, IN ADVANCE OF THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION.
Business Services Complex 1700 Y Street Lincoln, NE 68588-0645 PH# 402-472-2126 FAX# 402-472-2246	AUTHORIZED SIGNATURE, TITLE, TYPED NAME

UNIVERSITY OF NEBRASKA
EQUAL OPPORTUNITY CLAUSE AND CERTIFICATION OF NON-SEGREGATED FACILITIES

Unless otherwise exempted by rules, regulations or orders issued under Executive Order 11246, during the performance of each order received from the Buyer:

"(1) The Contractor will not discriminate against any employee or applicant of employment because of race, color, religion, sex or national origin. 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 or national origin. 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 forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisement of employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of Sept. 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contractor with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of Sept. 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 24 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Seller certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in this certification. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, or color or national origin, because of habit, local custom or otherwise.

During the performance of furnishing goods or services as stipulated in any purchase order, contract, or agreement whether written or verbal, the contractor agrees that the concern presented will comply with the provisions of 41 CFR 60-741.4 relating to employment of the Handicapped and 41 CFR 50-250.3 relating to employment of Disabled Veterans and Vietnam Era Veterans.

---✂---

Moreover, if annual sales to the University of Nebraska exceeds $50,000, I certify that our firm has on file an Affirmative Action Compliance Program," dated_____, or that our firm is exempt for the following reason:_____

During the performances of furnishing goods or services as stipulated in any purchase order, contract, or agreement whether written or verbal, the undersigned certifies that the concern represented will comply with the provisions of Executive Order 11246 as amended, and alt rules, regulations and relevant orders of the Secretary of Labor, and will incorporate by reference in each contract and in each order which is within the scope of the regulations the clause relating to Equal Opportunity contained in 41 CFR 60-1.4, and the clauses relating to Employment of the Handicapped contained in 41 CFR 60-741.4, and Employment of Disabled and Vietnam Era Veterans, 41 CFR 50-250.3. The concern further agrees to comply with all existing federal, state and city legislation Prohibiting discrimination in all phases of its performances and certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Cash-Wa Distributing Co, Inc.	401 West 4th St	Kearney, NE 68848
Firm	Address City State Zip	
Signature of Authorized Representative	Sr. V.P. Sales Title	04-28-2009 Date

Federal I.D. # 47-0499172

Please Return to: University of Nebraska-Lincoln, 1700 Y Street, Lincoln, NE 68588-0645

University of Nebraska-Lincoln
April 1, 2009
Request for Proposals #393435
Prime Vendor Contract
Food & Related Items – Housing Department

Key Dates and Times:

Mandatory Pre-Bid Meeting, 10:00 a.m. Central Time .... April 9, 2009

Last Day Vendors Can Ask Questions 12:00 Noon ..... April 23, 2009

Last Day UNL Will Respond To Questions ..... April 27, 2009

Bids Due 2:00 p.m. ..... May 1, 2009

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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SECTION 1.0: COVER SHEET; SPECIFICATIONS

PROPOSAL COVER SHEET
UNIVERSITY OF NEBRASKA-LINCOLN

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

PROPOSAL IN RESPONSE TO FOOD & RELATED ITEMS
PRIME VENDOR CONTRACT #393435

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 ____through ____ 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:_____

By: _____ Date:_____
Authorized Signature

Signing Officer's Name and Title:_____

Correspondence to the bidder with respect to this RFP may be directed to:

Name:_____ Phone Number:_____

Title:_____ FAX Number:_____

Address:_____ Email Address:_____
_____

UNL appreciates your consideration of this Request for Proposals and looks forward to receiving your response.

2.0 Introduction; Description of the Project

2.1 Purpose:

The purpose of this RFP is to provide prospective Bidders with information to enable them to prepare and submit a proposal for furnishing food and related products to the University of Nebraska-Lincoln Housing Department's four (4) Dining Services facilities, Athletic Department's Hewit Athletic Training Table, UNL's Children's Center, East Campus Student Union Dining Services facility, City Campus Student Union Dining Services facility, residence hall "C" stores, Student Union's C-Store and UNL's Dairy Store. In total, there are twelve (12) foodservice facilities to be serviced by the Vendor awarded this contract.

Proposals received 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 vendor will be selected and a significant portion of food and related product purchases will be consolidated with a single prime vendor.

2.2 Exceptions:

This RFP will encompass the majority of all food and related products currently purchased by UNL Food Service operations with the exception of milk & related products, bread, buns & dinner rolls, fresh produce items, carbonated soft drinks, and individual size non-carbonated juices.

(Please Note: The University of Nebraska-Lincoln has an exclusive beverage agreement with the Pepsi-Cola Company and LinPepCo. Only Pepsi products are to be served on UNL campuses. It is expected that the selected Vendor(s) will comply by not supplying beverage products to any campus locations that would violate this agreement. The only exception to the "Pepsi Only Rule" is for mixers or specialty drinks that are not available through Pepsi-Cola. The present pouring rights agreement terminates on June 30, 2019. Should the pouring rights license be extended or awarded to another beverage provider, bidder agrees to comply with the University's instructions to serve such line beverages as may be indicated in any pouring rights agreement throughout the term of the contract agreement awarded in accordance with this RFP. Any Vendors having questions regarding the UNL Exclusive Pouring Rights Contract, are to contact Mr. Carl Hutchison at (402)472-2218.

Every effort will be made to purchase all covered items from the primary vendor. The University may in a separate process, identify a secondary vendor (or vendors), to provide emergency deliveries, will call service and items not available from the primary vendor.

If for any reason, the purchase and distribution of fresh produce, milk & related products, bread, buns, & dinner rolls, carbonated soft drinks and individual size non-carbonated juices should change, any or all of these product groups could become part of this Prime Vendor Contract through a negotiation process.

2.3 Selection:

Evaluation / Selection of the successful Bidder will be accomplished by a panel comprised of University of Nebraska-Lincoln staff members.

3.0 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.

3.1 History and Background of Bidder:

A. **Company Vita**

•Legal name, e.g. "ABC Group, Inc."
•Business address for office providing service under the Agreement
•Number of Years in Business
•State of Incorporation
•Confirm Legal Status to Conduct Business in Nebraska
•Number of Employees
•Name of Parent Corporation, if any
•Brief history of bidder's company

B. **Financial Statements**

Bidder will provide a copy of its audited financial statements, as well as those of any parent or holding company, for the three (3) most recent fiscal years. Demonstrated financial ability and stability to ensure performance under any Agreement awarded is of extreme importance to the evaluation of the proposals. Without stating specific reasons, the University may reject or refuse to further evaluate any proposal based on the exercise of its judgment in its sole discretion that the financial position presented in a proposal lacks the qualities that UNL deems necessary to the success of the project. Entities unable to meet the requirements set forth in this paragraph may provide other information or guaranties, which in the discretion of UNL, meet its concerns regarding financial stability.

C. **Litigation**

Identify any litigation or claim brought against your company within the last seven years, which might reflect adversely on your company's professional image or ability in relation to providing the goods or services sought under this RFP.

D. **Mergers and Acquisitions**

Is your company currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two years? If so, please explain.

E. **Credit Rating**

Is bidder currently in default on any loan Agreement or financing Agreement with any bank, financial institution, or other entity? If yes, bidder shall specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution. Provide a copy of the bidder's most recent credit rating. Such credit rating must be from a reputable rating firm, reasonably acceptable to the University.

F. **Conflict of Interest**

Does bidder, to the best of its knowledge, have any relationship with a member of the Board of Regents of the University of Nebraska, an employee of the University of Nebraska, or other representative of the University which may, or may be perceived, to be a potential conflict of interest for either the bidder or the University. If so, please explain in detail.

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

A. **Organizational Chart**

Submit an organizational chart for your management team.

B. **Personnel**

Provide summary resumes for bidder's key personnel with respect to this account.

3.3 Domestic Beef:

Confirm only USDA Federally inspected beef products will be sold to the University of Nebraska-Lincoln.

3.4 Sales Audits:

Confirm the bidder's willingness to cooperate with UNL's right (which will be provided for in the contract agreement) to conduct periodic and annual audits on sales and quantities of products sold.

3.5 Health and Sanitation Inspections:

Submit three (3) health/sanitation inspection reports issued within the past year by State/City/County Health Departments, preferably from sites located in Nebraska, if possible.

3.6 Customer Service Philosophy; Quality Assurance:

Submit a detailed statement with respect to Bidder's customer service philosophy. In addition, submit an explanation of Bidder's quality assurance measures.

3.7 Certificate of Liability Insurance:

The successful Bidder will be required to provide to the Purchasing Department a certificate of insurance in the form attached as **Appendix "A" prior to the effective date of the license agreement**, with comprehensive general liability coverage ($1,000,000.00 per occurrence) and worker's compensation coverage, in amounts no less than required by law. The certificate must list **"The Board of Regents of the University of Nebraska" as an additional named insured** to the liability coverage.

4.0 REFERENCES:

Supply references from three (3) of your institutional customers, similar in size and volume to the University of Nebraska-Lincoln. References from Universities, Colleges, or Schools are preferable.

Reference #1: Customer Name: _____

Address _____

City, State, Zip _____

Manager/Contact Person _____

Telephone Number _____

Reference #2: Customer Name: _____

Address _____

City, State, Zip _____

Manager/Contact Person _____

Telephone Number _____

Reference #3: Customer Name: _____

Address _____

City, State, Zip _____

Manager/Contact Person _____

Telephone Number _____

5.0 COMPONENTS OF THE PROCESS

5.1 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 3.0: Cover Sheet; Specifications. Answers and responses to the information required by Section 3.0 must be numbered to directly coordinate with the number of the inquiry as it appears in Section 3.0.

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

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

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

For additional information concerning bidder questions, clarifications and addenda, see Section 6.0: Proposal Submittal Requirements.

5.3 Critical Dates:
5.3.1. On the front cover of this RFP, a mandatory pre-bid meeting 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 April 6, 2009. 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 e-mail or by facsimile to the address listed above, no later than April 6, 2009. Questions timely and properly posed will be answered at the pre-bid conference. Due to limited space in our conference room, we are requesting Bidders have no more than 2 company representatives attend the pre-bid meeting. Pre-bid meeting location is 1700 "Y" St, UNL Purchasing Department, Room #125A, Lincoln, Nebraska. The parking lot on the south side of the building is a visitor lot. The parking lot on the west side of the building has a few visitor parking stalls available.

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

5.3.3 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.

5.4 Basis of Selection:
5.4.1 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 is often an important criteria, it is 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 affect 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, technical performance, computer capabilities, ordering system, beverage dispensing equipment, equipment installation / service, and ability to expand with UNL's needs

5.4.2 Proposals will be evaluated, and the Contract Agreement, 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.

5.4.3 Based upon the specifications, requirements and other provisions of this RFP, bidders' proposals will be evaluated by a committee of UNL 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.

5.4.4 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 bidders facilities. The evaluation may include considerable subjective assessment of the proposal materials, including factors not listed in this RFP with specificity.

5.4.5 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.

5.5 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.

5.6 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.

5.7 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 re-solicit 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.

5.8 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.

5.9 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.

6.0 PROPOSAL SUBMITTAL REQUIREMENTS

6.1 Submittals and Bid Opening:
An original and eight (8) 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.

6.2 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# 393435 – Food and Related Items** and 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.

6.3 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

In order to be given consideration, any requests for interpretation must be received no later than 12:00 noon, Central Standard Time on April 23, 2009. 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.

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

6.5 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.

6.6 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.

7.0: 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.

7.1 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.

7.2 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

7.3 Contract Assignment:

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

7.4 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 whosoever, 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.

7.5 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.

7.6 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.

7.7 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).**

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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 **Appendix "B"**.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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.

7.22 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.

7.23 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.

7.24 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.

7.25 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.

7.26 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.

7.27 University System Participation:

The University of Nebraska is comprised of four (4) separate campuses (University of Nebraska-Lincoln, University of Nebraska-Omaha, University of Nebraska Medical Center and University of Nebraska-Kearney). By virtue of the authority granted by the University Board of Regents, each campus has the power to enter into contracts on its own behalf independent of each other. The four (4) campuses are in no way legally bound to these contracts. Nevertheless, each of the campuses within the University system, provided there is mutual agreement among the parties, may wish to participate in this contract, at which time this contract may be extended to the other campuses. This contract may also be extended to other state agencies of the State of Nebraska and City of Lincoln agencies as may be determined by the State of Nebraska Director of Materiel Management of the Department of Administrative Services and the City of Lincoln Purchasing Department Director.

8.0 CONTRACT REQUIREMENTS:

8.1 Contract Value:

The University of Nebraska-Lincoln estimates the dollar value of this contract to be $4,700,000.00 annually. This estimated dollar amount is presented as a non-binding approximation and is neither intended as a minimum or maximum.

8.2 Operational Demonstrations:

Prior to the selection of a vendor, the University reserves the right to require a complete operational demonstration of any similar contract the vendor currently maintains in effect with other clients. The University may request a complete inspection and tour of any potential Bidder's facilities.

8.3 Contract Period

The contract will be in effect from the date of this agreement, to be determined by the date of signing by both parties for a period of three (3) years. The contract may be renewable, by mutual agreement of the University, and the selected Vendor for two (2) additional one year periods. However, the length of the contract in its entirety will not exceed five (5) years. The projected contract start / first delivery date will be August 1, 2009.

8.4 Vendor Representation:

The Vendor shall designate an individual as the "Account Representative." This Account Representative will be the primary interface between the University and the Vendor. This individual shall have a minimum of three (3) years experience in the institutional food service business and have a demonstrated ability to adequately service this account. This individual is an outside resource for communication between UNL food service managers, vendors, brokers and product manufacturers. Activities associated with the account representative will include, but are not limited to the following:

8.4.1 On Campus Visitations:
The Vendor's account representative will be required to meet with UNL food service management personnel on an as needed basis, for purposes of discussing the previous activity/vendor performance and general problem solving. The Vendor's Account Representative will be required to meet on an as needed basis with the Housing Department's Menu Planning Committee or as required by the Assistant Director Housing Dining Services Operations Pam Edwards. Location, dates, and times of meetings will be determined at a later date. The Vendor's Account Representative is required to have a lap top computer available at these meetings to retrieve item stock numbers, portion size, pack size, price, inventory status, product availability and other requested product information.

8.4.2 The Vendor's Account Representative will be required to meet with the University's Contract Administrator, Lonnie Honeycutt at least once a month (during the first year of the contract) for problem solving purposes, to discuss Vendors performance and to promote program enhancements.

8.4.3 Facilitate the flow of new product ideas and sample products with UNL's Food Service Departments.

8.4.4 Provide UNL Food Service Managers with computer support service, on line supply catalogs and current price lists.

8.4.5 Coordinate with UNL Food Service Managers when potential problems exist, identify the problem and determine an appropriate solution.

8.4.6 Provide guidance and recommendations to UNL management in activities related to UNL's best interest.

8.4.7 Monitor all UNL back orders and assure that the Vendor complies with rapid fill of back orders.

8.4.8 Review purchase invoices for accuracy of quantities ordered, descriptions of products and pricing.

8.4.9 Conduct new product demonstrations, product cuttings, and new equipment applications.

8.4.10 Maintain/update price lists and vendor order guides.

8.4.11 Research new product offerings and make recommendations for product changes that will

meet the University's needs and will result in cost savings to the University.

8.4.12 Oversee daily operations to help maintain a smooth and efficient relationship between the University and the representatives company.

8.4.13 Account Representative will be responsible for furnishing nutritional information, ingredient information and child nutrition information for all sample products presented to the University. This information is to be in written form and must accompany the sample at the time of delivery to the UNL food service facility.

8.4.14 The Account Representative will arrange for quarterly meetings with Vendor's upper management personnel, UNL's Contract Administrator and UNL's dining service management. Purpose of the quarterly meetings will be to review past performance of the Vendor, address areas of concern by the University, discuss future needs, and other sharing of information.

Indicate if the conditions in 8.4.1 through 8.4.14 are agreeable with your company Yes ____ No _____
If your response is "No", please clarify your position to support this requirement.

8.4.15 The University prefers one (1) vendor account representative to be assigned to UNL's Dining Services accounts.

Indicate if the conditions in 8.6.15 is agreeable with your company Yes ____ No _____
If your response is "No", please clarify your position to support this requirement.

If your response is "Yes", based on a 40 hour work week, how many hours do you anticipate your account representative will be devoting strictly to UNL business? _____ Hours.

8.4.16 Change of Account Representative: UNL reserves the right to effect a change in the Account Representative assigned to this account if his/her performance is deemed unsatisfactory.

Indicate if the conditions in 8.4.16 is agreeable with your company Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

8.5 Manufacturer's Representatives and Brokers:
It is extremely important to the University's Contract Administrator and Dining Services Managers to have access to manufacturer representatives and brokers. If your company were awarded this contract, would UNL's Contract Administrator and UNL's Dining Services Managers have access to manufacturer representatives and brokers?

Indicate if the conditions in 8.5 are agreeable with your company. Yes ____ No _____
If your response is "No", please clarify your position to support this requirement.

8.6 Food Brokers:
Do the food brokers that represent your company have Lincoln, Nebraska in their coverage territory? Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

8.7 Food Products Show:
The University may choose to provide our UNL food service operations staff and invited guests

with an on-campus "Food Products Show" similar to the food shows that most distributors now provide to their customers.

Is your company willing to provide this service? Yes _____ No _____

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

8.8 Product Specification:
It is understood that the contract resulting from this RFP will stipulate that UNL has complete authority pertaining to the specifications and brands of all products used. However, assistance is desired from the Vendor in the selection and evaluation of new products, especially those, which would result in cost savings to UNL.

8.9 Meat Purchasing Policy:
The University will avoid, to the extent feasible, purchasing meat and poultry from producers with a documented record of repeated violations of workers' rights, violation of occupational safety and health standards, violations of food safety laws and animal mistreatment. Correspondingly, UNL will use its purchasing power and purchasing decision to affirmatively seek meat and poultry from producers that demonstrate respect for workers' rights, provide safe and healthy workplaces and insure safe and healthy products. To this end, UNL will purchase meat from regional producers that meet such standards, while balancing in a common sense manner the need for its purchasing to advance positive social objectives with cost, supply and quality requirements.. UNL also recognizes that its purchasing power can stimulate regional producers to develop greater capacity, reliability and cost-effectiveness, as well as help the regional economy grow in a sustainable manner. Therefore, UNL will help, where feasible, stimulate regional production in a manner the helps attain positive social objectives.

8.10 Canned Fruits and Vegetables:
Initially, all canned and frozen fruit and vegetable products must meet the minimum standards for USDA Grade A – Choice. Copies of the Vendor's manufacturer specifications for frozen and canned fruits and vegetables, may be requested by the University.

The Vendor will not be allowed to change product brand or code numbers in the University's order guide without a minimum three (3) week notification of such a change. In the event the Vendor is considering changing from one brand to another (of a like item), the University will be notified and a sample of the proposed item will be delivered (accompanied with nutritional and ingredient information) to the University for testing. The University will notify the Vendor if the new item is acceptable. In the event the new item is not acceptable to the University, the current item stocked and listed in the order guide will be continued to be stocked by the vendor for use by the University.

A procedure must be in place with the Vendor's Account Representative to report, resolve and arrange for credit and pick up of any deficient products.

At the beginning of the contract, the University anticipates the need for a number of product testings to evaluate the quality level of stock items for purchase. These testings will be performed by the Vendor, on University premises, under the supervision of qualified University personnel. A select number of University personnel will attend these testing sessions. Throughout the contract, additional testings will be performed on the University's or vendor's premises at the request of the University.

All samples requested will be provided at no charge to the University.

Indicate if the conditions in 8.10 are agreeable with your company Yes ____ No ____
If your response is "No", please clarify your position to support this requirement.

8.11 Training – Food Preparation and Education

The Vendor awarded this contract will be required to provide training sessions to UNL food service employees in the areas of food preparation and education. Training sessions may be conducted in UNL's food service facilities or at the Vendors test kitchen facility.

Indicate if the conditions in 8.11 are agreeable with your company. Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

8.12 Product Specialists

The Vendor shall also arrange for the University to have direct access to product specialists in areas such as recipe development, merchandising, baking, beverages, culinary arts, produce - meat and seafood preparation, with the expectation that the Vendor's specialist would provide expertise and training in these areas to improve the services provided by the University.

Indicate if the conditions in 8.12 are agreeable with your company. Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

Does your company have test kitchen facilities to adequately demonstrate food preparation techniques and sample new products? Yes _____ No _____

8.13 Nebraska Based / Locally Produced Products:

What types of Nebraska based products does your company sell? (Attach a separate sheet if needed).

_____

_____

8.14 Established Relationships With Nebraska Producers

Has your company established relationships or is your company working toward establishing relationships with Nebraska producers that use sustainable agriculture practices?
Yes ____ No ____

List the Nebraska producers that provide food products to your company and list a few of the items purchased.

_____

_____

_____

8.15 Gourmet Foods

The University's catering operations have unique food needs. Does your company offer a line of up-scale gourmet food products? Yes ____ No ____

9.0 DELIVERY PROCEDURES

9.1 Delivery Locations:

The selected Vendor will be required to make deliveries to the following twelve (12) UNL Food Service facilities at the following locations:

UNL Student Union City Campus 14th & "R" Street Lincoln, NE 68588	UNL Children's Center 2225 "W" Street Lincoln, NE. 68588	UNL Student Union East Campus Lincoln, NE 68583
Cather Pound Niehardt 527 North 17th St. Lincoln, NE. 68588	Abel Sandoz 860 North 17th St. Lincoln, NE. 68588	Selleck Quadrangle 600 North 15th St. Lincoln, NE. 68688
Harper Shramm Smith 1140 North 14th St Lincoln, NE. 68588	Hewit Training Table South Stadium Lincoln, NE. 68588	Union Qwikick 625 Stadium Drive Lincoln, NE. 68588
Central Food Stores 1100 North 17th Street Lincoln, NE. 68588	Husker Village "C" Store 1113 North 16th Street Lincoln, NE 68588	UNL Dairy Store East Campus Food Sci & Tech

Delivery hours will be 6:00 a.m. to 11:00 a.m. Monday through Friday. The delivery rotation for the twelve (12) Dining Services facilities will be negotiated at a later date, but, prior to the beginning of the contract start date. Regardless of the delivery schedule, the delivery hours will remain firm between the hours of 6:00 a.m. and 11:00 a.m.

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 a future unpaid invoice.

If the Vendor fails to deliver an order, the Vendor shall take corrective action by either making a special delivery to the University facility by arranging for delivery by an alternate supplier, or by making other satisfactory arrangements with the University's ordering department. The Vendor shall incur any cost difference between the price of the originally ordered products and those of an alternate supplier.

Indicate if the conditions in 9.1 are agreeable with your company. Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

9.2 Dark Drops:

The University is utilizing a "Dark Drop" method of delivery at select University dining facilities. The University defines dark drops as deliveries made outside normal delivery hours, usually occurring during the night i.e. deliveries made at 3:00 a.m.

The Vendor's driver will have in his/her possession a key to enter the delivery location warehouse/storage area. At the time of delivery, the driver will unload the items to designated storage areas inside the building. The driver will off load frozen items into a designated freezer, chilled items to a designated cooler and staples to a designated dry goods area.

The four (4) residence hall dining facilities currently utilizing the "Dark Drop" method of delivery are: Abel, Cather, Selleck and Harper.

The vendor's driver must be bonded and documentation will be provided to the University upon request.

Indicate if the conditions in 9.2 are agreeable with your company. Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

9.3 Delivery Guidelines:

9.3.1. The Vendor shall stack pallets/skids, and make all deliveries in such a manner that will reduce shifting of cases on delivery truck during transportation, and minimizing crushed or damaged cases/products. To facilitate reducing check in time for orders, products will be loaded on pallets/skids with product description label on cases facing to the outside.

9.3.2 Vendor's delivery vehicle is required to have appropriate storage areas for dry products, refrigerated products, 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 dry goods, refrigerated items, and frozen items.

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

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

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

9.3.6 Delivery personnel will be required to deliver and off load all products to a specified area on the inside of the dining services facility. It will be the Vendor's responsibility to provide any equipment needed to complete this 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.

9.3.7 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. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

9.3.8 An itemized invoice, in duplicate, including the unit name and account number, UNL framework order number, product name, unit cost, extension and total charges will accompany all orders. All substitutions shall be noted on the invoices.

Indicate if the conditions in 9.3.1 thru 9.3.8 are agreeable with your company. Yes _____ No _____

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

9.3.9 When your warehouse personnel "pick" UNL's orders for delivery, will they pick each UNL ordering facility's order as a separate customer/account order? Yes _____ No _____

9.3.10 Do your warehouse personnel pick all of UNL's orders using a bulk method, and separate the orders/items as the delivery person arrives at each UNL facility? Yes ___ No ____

9.3.11 Does your transportation department have G.P.S. for tracking your delivery vehicles? Yes _____ No _____

If your answer is "No", please explain what method your company uses to track the location of your delivery vehicles.

Indicate if the conditions in 9.3.9 through 9.3.11 are agreeable with your company.
Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

10.0 ORDERING PROCEDURES:

10.1 Ordering Schedule: Orders will be prepared and placed electronically by a designated representative from each of the twelve (12) ordering food service facilities. Orders will be placed one (1) day prior to the delivery date. Scheduled delivery dates to each food service facility will be Monday, Tuesday, Wednesday, Thursday and Friday. The order schedule will be as follows: (Please write in your cut-off time for placing orders in the spaces provided.

Orders placed by _____p.m. Monday will be delivered Tuesday a.m.
Orders placed by _____p.m. Tuesday will be delivered Wednesday a.m.
Orders placed by _____p.m. Wednesday will be delivered Thursday a.m.
Orders placed by _____p.m. Thursday will be delivered Friday a.m.
Orders placed by _____p.m. Friday will be delivered Monday a.m.

1. Substitutions and Shortages – The University will assign a representative from each of the twelve (12) ordering food service facilities to perform ordering functions. The Vendor's account representative shall contact the facility's ordering representative by _____ p.m. the weekday prior to the scheduled delivery to discuss any shortages and/or any substitutions that need to be made. Substitutions will not be made without the University's prior approval.

2. Add/Cut Schedule – The designated University order person will be allowed to contact the Vendor by_____ p.m. the day prior to the scheduled delivery date to add or cut from the next days scheduled delivery.

10.2 Less Than Full Case Order – Upon request of the University, the vendor will sell certain items in smaller pack units or less than full case lots. These products should be listed as separate line items in the price list/order guide. There shall be no additional charge for this service. The University recognizes the difficulty of such a procedure and will limit the requests to items that can reasonably be sold in less than full case lots.

10.3 Restocking Charges – There shall not be a restocking charge for items that are ordered in error, if the items are regular stock items of the Vendor.

Indicate if the conditions in 10.2 through 10.3 are agreeable with your company. Yes ____ No ____
If your response is "No", please clarify your position to support this requirement.

10.4 Emergency Orders – Occasionally, the University may have an emergency order/delivery. How does your company propose to handle emergency orders (order today for delivery today)?

_____
_____
_____

10.5 Will-Call orders – Occasionally, the University may have the need to send a UNL employee to the Vendor's warehouse to pick up items. What is your company's ordering & pick-up policy and procedures regarding will call orders?

_____
_____
_____

10.6 Computer Capabilities:

A. As soon as possible after award of the contract, all orders will be placed electronically from a IBM compatible, windows based, personal computer system located at each of the twelve (12) UNL Food Dining Services facilities. This ordering system shall work either via modem connection or the Internet. All workstation software must be integrated into a single menu-driven package. The Vendor will be required to provide the University with training and technical support to maintain the electronic ordering system.

B. The Vendor will provide initial training to University personnel to insure their understanding of the Prime Vendor Program ordering procedures. As soon as the electronic ordering system is in place, the Vendor will provide adequate training to insure University personnel can proficiently handle this task.

Indicate if the conditions in 10.6A through B are agreeable with your company. Yes ____ No ____
If your response is "No", please clarify your position to support this requirement.

C. The Vendor will provide, at no cost to the University, all software necessary for online electronic ordering system for each of the University's dining services ordering facilities. Any initial upgrades that need to be made to the University's computer system, to access the Vendor's system, will be at the expense of the Vendor. As upgrades to the Vendor's existing direct order system occur during the contract period, the upgraded software must be made available to the University at no additional cost. The Vendor's computer support person will be required to load any and all software, as well as any upgrades to the University's computer ordering systems at no charge to the University. The Vendor's on line order entry system must have the ability to interface with the CBORD Food Management

System. The online order system software must have a daily, weekly, and monthly automated price updating system compatible with CBORD Menu Management and Inventory Management Systems via diskette, modem or internet download.

Will your computer system interface with the CBORD Food Management System? Yes ___ No ___

10.7 Order Book / Price List

The Vendor shall include with their proposal a complete listing of their stock catalog (paper hard copy or disk) indicating all inventory items maintained in their warehouse as of April 1, 2009 including item description, pack size, SKU and sell price.

As soon as possible after award of this contract, the Vendor shall provide customized order guides, which will include the Vendor's stock number, item description, pack size, and University's cost. This customized order guide will need to be designed specifically for each of the twelve (12) University Dining Services facilities. The customized order guides must be updated daily and must have the flexibility to be viewed on the customer's computer screen as well as having the capability to print a hard copy of the order guide on an as needed basis.

The Vendor will be required to provide an updated online order guide, containing all items stocked by the Vendor.

Please submit a sample order guide with your proposal.

Have you attached a sample Order Guide ? Yes ____ No ____

Indicate if the conditions in 10.7 are agreeable with your company. Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

10.8 Fill Rates:

A. Fill rates for orders should be maintained at 95% or higher and will be reviewed on a weekly basis by UNL. For the purposes of this contract, fill rate will be defined as the total number of cases delivered divided by the total number of cases ordered. Pre-approved substitutions for out of stock items will not be considered as filled for fill rate calculations.

B. In the event the Vendor is out of stock on an ordered item, a substitute item may be sent. A substituted item does not automatically become identified as an acceptable stock item. Each time a substitute item needs to be delivered to a UNL ordering facility, the Vendor will be required to contact the facilities order person for authorization prior to the substituted item being invoiced and shipped.

C. Substitute items must be clearly identified on the delivery/billing invoice as a "substitute" item.

Indicate if the conditions in 10.8 A through C are agreeable with your company. Yes ___ No ____ If your response is "No", please clarify your position to support this requirement.

10.9 Proprietary and Special Order Items:

A. Whenever possible, the University will use a product currently stocked by the Vendor, but reserves the right to require the Vendor to add a proprietary product to its inventory. The Vendor agrees to do

so at the discretion of the University. Proprietary items will be defined as specifically requested and ordered for the University's personal use. Proprietary items include but are not limited to the following: special print cups, special print napkins, special print carry-out containers and other specified food products.

Special print proprietary items are for the sole use of the University of Nebraska-Lincoln and will not be available for resale by the Vendor to anyone other than the University. Additionally, the University may designate specific brand name food products as proprietary items i.e. Tyson Chicken Nuggets #5776. University proprietary brand name food items can be sold by the vendor to other customers. The University will notify the vendor three (3) weeks in advance of the need for a proprietary item and will indicate the amount needed for the initial purchase and an estimated monthly usage thereafter. There shall be no minimum monthly usage nor any additional charges for items brought into stock for the sole use of the University. In the event the University decides to discontinue using a proprietary item, the University will notify the Vendor and make arrangements to deplete the existing inventory of that item.

A special order item is defined as an item not currently stocked by the Vendor but requested as a one-time purchase by the University.

What is your company's lead time for special order items? _____ days.

The mark-up price for proprietary and special order items will be the same as any regularly stocked item per the agreed upon percent mark-up over cost matrix established in this contract.

Indicate if the conditions in 10.9A are agreeable with your company. Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

B. What is your company's inventory policy regarding low volume or slow moving items?

C. Do you have inventory minimums for low volume, slow moving items?

10.10 Reports:

A number of computer generated reports will be required by the University. These reports must be specific to individual UNL dining services facilities, as well as total purchases by the Housing Department, Student Unions, or University. The following are examples of reports that will be requested by the University:

1. Dollar amount report by week, month and year to date. Other fiscal reports for other time frames as requested by the University, i.e., every five (5) weeks to correspond to a five (5) week menu cycle.
2. Usage reports (cases, bags, pounds, etc.) of specific products purchased by the week, month, year to date, and other time frames as needed by the University.
3. Usage figures for a specific brand or by manufacturer for a specified time frame for tracking rebates and other promotional programs.
4. Monthly and year to date reports of all emergency orders. This report should indicate the frequency of "emergency orders" dollar amounts and number of cases ordered by each UNL facility.
5. Monthly and year to date reports of all "will call" orders. This report should indicate the frequency of "will call" orders, dollar amounts and number of cases ordered by each UNL facility.

Indicate if the conditions in 10.10 are agreeable with your company. Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

Does your computer system have the capability to customize reports? Yes ____ No ____.

The University requests that once a report has been generated and a hard copy furnished, the report will be identifiable by a report name/title, or report number. This will allow the University to request established reports by report name/title, or report number.
Can your company comply with this request? Yes _____ No _____

What is the time lag between the date the University requests a report and the date the University receives the report?_____ days.

Does your company have the capability to forward reports to the University by e-mail in an Excel Spreadsheet format? Yes _____ No _____

Please submit a sample of a customized product usage report.
Report Attached _____ Report Not Attached _____

10.11 Underutilized and Minority Owned Business: Vendors are requested to provide Minority Business Enterprise (MBE) activity reports quarterly and end of the year (June).

Indicate if the conditions in 10.11 are agreeable with your company. Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

11.0 BILLING INVOICES & PAYMENT OPTIONS

11.1 Billing Invoices:

The University requires that each of the twelve (12) dining services facilities have separate account/customer numbers for billing purposes. The University dining services facility will reference their account number when placing orders with the Vendor. The University will assign a UNL Frame Work Order Number for each of the twelve (12) dining services facilities. The established UNL framework order number must appear on all delivery / billing invoices.

The University will only pay from computer generated delivery invoices.

Indicate if the conditions in 11.1 are agreeable with your company. Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

11.2 Price Adjustments:

A In the event a stock item is temporarily out of stock, a substitute item may be shipped if:

1. The University customer is notified prior to shipment and the substitute item is approved for that delivery only.
2. The substitute item will be equal to or higher in quality than the original ordered item. Quality equivalency will be determined by the UNL ordering facility.
3. The substitute item will be priced at the same cost as the original item ordered. (In the event the substitute item cost less than the original ordered item, the University will be charged at the lower price).
4. The substitute item must be clearly identified on the delivery/billing invoice as a "substitute" item.

B In the event the Vendor's substitute item is not acceptable to the UNL ordering facility, the University reserves the option to purchase the item from another supplier. The UNL Prime Vendor will be liable for any cost differences between the actual price the University paid for the item and the Prime Vendor's original stock item price.

C. The Vendor shall pass on to the University all promotional allowances, discounts or rebates. The Vendor shall keep the University informed of all rebates that could be redeemed by the University as an end-user account and provide tracking information on product usage to facilitate the University's efforts in capturing available rebates and promotional goods offered.

Does your company have an electronic tracking system to capture discounts, rebates or other promotional programs? Yes _____ No _____

Explain your supplier tracking system as it relates to the University capturing manufacturer rebates. _____

_____

D. The University encourages the Vendor to work with manufacturers and brokers to develop deviated pricing strategies for this account. The Vendor will be required to submit reports to the University that explain and show the dollar amount of all deviated programs with manufacturers.

E. The University will not accept billing invoices or be liable for any fuel surcharges.

Indicate if the conditions in 11.2 A through E. are agreeable with your company. Yes ___ No ___
If your response is "No", please clarify your position to support this requirement.

11.3 Payment Terms:

A. UNL prefers to receive a weekly invoice billing statement for each of the twelve (12) dining services facilities. Ideally, the invoice billing statement will list delivery invoice number(s), followed by the delivery date, and total invoice dollar amount. Payment would be made thirty (30) days after receipt of statement.

Indicate if the conditions in 11.3A are agreeable with your company. Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

B. Under the following scenario, indicate the Percentage Discount extended to the University (1%, 2%, 5%, 10%, etc):The University will collect delivery invoices for a one (1) week period, Monday through Friday. The Vendor will electronically submit (e-mail) a billing statement on the Monday following the previous weeks deliveries to the appropriate UNL Department Accounting Office. The University Department will make one electronic payment to the vendor for the entire previous week's delivery invoices. Vendor will be in receipt of payment within 5 days receipt of the weekly billing statement date.

Indicate the % discount the University would receive for making payment under this process _____%

C. Does your company have electronic payment capabilities. Yes _____ No _____

D. In the event the University makes payment electronically, via ACH (bank to bank electronic funds transfer), within 5 days receipt of the weekly billing statement, what % discount off invoice would the University receive (1%, 2%, 5% etc.) _____ **% Discount**

E. Does your company have other payment terms which might afford UNL additional savings?
Yes _____ No _____ If "Yes", please explain.

12.0 EQUIPMENT PROGRAM

12.1 Equipment Requirements:

A. The Vendor must provide a comprehensive equipment program for dispensing beverages (juices, coffee, hot chocolate, etc.) at no additional cost to the University. All equipment to be furnished by the Vendor must be either new equipment, or equipment refurbished to "like new" condition. The opinion of the University as to the acceptability of the refurbished equipment shall be final and binding upon both parties.

B. Equipment to be furnished at no additional cost to the University consists of, but is not limited to:
Hot Chocolate Machines
Juice Machines
Coffee Machines

C. Installation of Equipment:
   1. The University desires to have all beverage equipment installed and operational by August 1, 2009. If more time is needed, the installation period may be extended through mutual agreement of the University and the Vendor.
   2. The University will bring electrical lines, water lines and drains where needed to the proposed locations. The Vendor shall be responsible for final installation of the dispensing equipment at their expense.
   3. In the event new electric lines or water lines need to be run to a proposed location, will your company share in this expense? Yes _____ No _____
      What percent of the expense does your company agree to pay? _____%

D. Loss or Damage To Dispensing Equipment:
   1. The Vendor shall be responsible for any loss or damage to University property that may occur while Vendor's employee is in the process of servicing or installing dispensing equipment.
   2. All loss or damage to dispensing equipment shall be the sole responsibility of the Vendor regardless of how such loss or damage may occur. The University assumes no responsibility for any damage to dispensing equipment owned by the Vendor.

E. Service of Equipment:
   1. The Vendor shall furnish all mechanical service necessary to keep dispensing equipment in satisfactory working condition at no expense to the University.
   2. The Vendor shall provide the University with repair service by qualified service technicians within twenty four (24) hours of notification regarding malfunctioning or problems related to the dispensing equipment.
   3. The Vendor's service technician shall conduct equipment inspection periodically and maintain a preventative maintenance program. A copy of inspection reports shall be furnished to the University's representative after each service inspection.
   4. The Vendor shall provide to the University necessary instructions, both in written form and by on–site training through the service technician for the daily operation, cleaning and sanitation of the equipment.

F. The following is a list of equipment items currently being furnished to the University of Nebraska-Lincoln.

Brew Coffee Machines	Hot Chocolate
Liquid Coffee Machines	Cappuccino Machines
Concentrate Juice Machines	

Indicate if the conditions in 12.1 A through F are agreeable with your company. Yes ___ No ___
If your response is "No", please clarify your position to support this requirement.

13.0 VENDOR INFORMATION

13.1 Vendor Profile:

A. Warehouse.

1. What is the dollar amount of your company's annual sales ? _____
2. What are your dry storage and cold storage capabilities (sq ft) ?_____
3. How many delivery vehicles are operated from your warehouse? _____
4. How often is your inventory turned during a one year period? _____
5. How many Vendors supply your warehouse? _____
6. Does your facility have the authority to decide what products are carried in your inventory, or are these decisions made at the corporate level? _____
7. Do you have an internet web site? Yes_____ No _____

   If "Yes", what is your company web site address _____

B. HAACP Requirements.

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

1. Does your company currently have a HACCP plan in place? Yes ____ No _____
2. If no, are you currently working on implementing a HACCP plan? Yes ___ No _____
3. If yes, what is your target date for implementation? _____
4. Do your suppliers participate in a HACCP plan? Yes _____ No _____
5. Are you willing to share with the University a list of those suppliers? Yes ___ No ____
6. What are your procedures for notifying the University in the event of food/product recalls:

C. Company Statistics:

1. How many years has your company been in the food service business? _____
2. Is your company privately or publicly owned? _____
3. What is your company's growth track record? _____
4. How many customers does your company service? _____
5. How many customers does your company have similar in size to UNL? _____
6. What percent of your total business comes from supplying food and related products to public schools, colleges and universities? _____

7. Does your company own any subsidiaries that supply food or related products to your existing customers (e.g. produce house, meat packing company, etc.)? Yes _____ No _____
If "Yes" please list those companies. _____

_____

What is the sales volume of each of those companies? _____

_____

8. What is your current fill rate for orders (with no substitutions allowed) for institutions similar in size to the University of Nebraska-Lincoln ? _____%

9. What is the average dollar amount of your institutional customer orders? $_____

14.0 PROPOSAL PAGE - PRICING

14.1 Pricing:

Pricing will be based on a "Percentage Mark-Up Over Cost" defined as follows: Vendor total cost per case (pound, each, package, dozen, gallon, etc.) will be actual invoice line item cost from Vendor's supplier, plus freight charges (if any). Do not include (deduct) any off invoice allowances, rebates or deviated pricing.

Keep all documentation you have collected for completing your Market Basket section of this bid. You may be audited to verify your item costs.

The **"Percentage Mark-Up Over Cost"** matrix shall be determined as follows:

$ 30.00 Vendor's Invoice Cost Per Case.
+ 0.35 Per Case Freight Charges
$ 30.35 Vendor's Cost
x 1.04 Per case "Percentage Mark-Up Over Cost" (4%)
$31.56 Delivered invoice Price to the University Food Service ordering facility.

"Percentage Mark-Up" charges for less than full case orders (broken cases) will be charged at the same percentage mark-up as full cases.

Indicate if the conditions in 14.1 are agreeable with your company. Yes _____ No _____
If your response is "No", please clarify your position to support this requirement.

14.2 Percentage Mark-Up:

Indicate the "Percentage Mark-Up" per case (or pound, each, package, dozen, gallon, etc.) for the following product categories. Do not extend the Percent Mark-Up Over Cost amount more than three (3) decimal points (example: .035 or 3.5%)

Indicate your percent mark-up over cost for the following catagories:

CATEGORY	PERCENT MARK-UP OVER COST
DAIRY	_____
FROZEN	_____
SEAFOOD	_____
POULTRY	_____
MEAT (BEEF & PORK)	_____
CANNED GOODS & STAPLES	_____
FRESH PRODUCE	_____
PAPER & REALTED	_____

14.3 Days Per Week Delivery Schedule

In the event the University elects to use a 3 day per week delivery schedule (Mondays, Wednesdays, and Fridays), what would your percent mark-up over cost be?

CATEGORY	PERCENT MARK-UP OVER COST
DAIRY	_____
FROZEN	_____
SEAFOOD	_____
POULTRY	_____
MEAT (BEEF & PORK)	_____
CANNED GOODS & STAPLES	_____
FRESH PRODUCE	_____
PAPER & REALTED	_____

14.4 Other Delivery Locations:
The University of Nebraska-Lincoln has three other food service operations outside of the Lincoln, NE area. The food service operation and their locations are as follows:

Nebraska College of Technical Agriculture (NCTA)
(Requires delivery during academic year)
404 East 7th Street
Curtis, NE 69025

Cedar Point Biological Station
(Only open May, June, July)
Lake Ogallala
Ogallala, NE

4-H Camps: (Requires deliveries off and on during the year – spring & fall busiest time)

Eastern Nebraska 4-H Center	South Central 4-H Center	State 4-H Camp
21520 West Hwy 31	70734 Corps Road 24	West Hwy 2 and Forest Rd
Gretna, NE 68028	Republican City, 68971	Halsey, NE 69142

The above food service operations will require deliveries by the Bidder awarded this contract. Assume all conditions and specifications in this bid document apply to these outstate food service operations (weekly delivery schedule would be negotiated and agreed upon prior to start date of contract).

What would your percent mark-up over cost be for these customers?

CATEGORY	PERCENT MARK-UP OVER COST
DAIRY	_____
FROZEN	_____
SEAFOOD	_____
POULTRY	_____
MEAT (BEEF & PORK)	_____
CANNED GOODS & STAPLES	_____
FRESH PRODUCE	_____
PAPER & REALTED	_____

15.0 MARKET BASKET

15.1 Market Basket:

The University elects to use a "Market Basket" for price comparisons between Bidders. The market basket consists of 225 frequently purchased items by UNL during the past year. The market basket is not a complete list of items purchased by the University, nor does it guarantee future purchase of the products or quantities listed.

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

B. The specified product brand and code numbers in the Market Basket were selected to insure that all Bidders will have an equal opportunity to complete the Market Basket in its entirety.

Under no circumstances are Bidders to offer brands and/or code numbers other than those specified in this Market Basket. No substitutions or alternates will be allowed. The only exceptions will be canned or frozen fruits and vegetables when the market basket does not identify a "Brand" and "Mfg Code Number" See "Note" on Proposal Page 17 Section 8.10

C. You have received the Market Basket spreadsheet via e-mail.

It is required that you return your completed market basket on a CD-RW as well as in printed form (please use 8.5" x 11" letter size paper).

Directions:
After completing the market basket, save the file to your desk top, using your vendor name as the file name.

Burn the file to a CD-RW. Be sure to "finalize" (close) the CD-RW as per instructions from your CD Creator software.

Mail / deliver your completed CD-RW (Market Basket) along with a printed copy of your market basket and your bid proposal as directed in Section 6.1 and 6.2.

The market basket file that you received via e-mail is in Microsoft Excel version 97-2003. Do not change the format of the file. Mathematical formulas have been programmed into the spreadsheets that will automatically calculate "Vendor's Total Cost", UNL's Invoice Cost" and "Total Cost" columns. If this file format does not work for you, please contact Lonnie Honeycutt at 402-472-6307.

15.2 Market Basket Spread Sheet Definitions:

Vendor's Stock Number – This is your current stock number printed in your order guide.

Item Description – Describes the product.

Pack Size – Defines how the product is packed /sold (2/5#, 6/#10, Each, Doz, Avg. etc.)

Manufacturer – Brand name identifying the product (Tyson, Campbells, Knorr, etc.)

MFG's Code Number – Manufacturer's Published Product Code Number (not your inventory stock number.)

Vendor's Invoice Cost - This is the dollar amount charged to the Bidder for one case/pound/each of the product. Vendors may be required to show proof of their "Invoice Cost". For Market Basket purposes, Vendor's Invoice Cost must be their most recent billing invoice available prior to April 30, 2009.

Freight Charges Per Case – Freight charges per case / pound / each (if any) to be added to Vendors cost.

Vendor's Total Cost – Vendors cost per case/pound/each, plus freight charges (if any). Vendors may be required to show proof of their "Total Cost".

% Mark-Up – This is the percent mark-up over cost the vendor is charging UNL for delivering one case/pound/each of a given product/item. Example: If your percent mark-up over cost is 3.5 percent, enter 1.035 in this column. Do not extend the percent mark-up over cost more than 3 decimal places.

UNL's Cost – The dollar amount that appears on the Vendor's delivery invoice for one case/pound/each of product/item to the University.

Quantity Purchased – Defines the approximate number of cases/pounds/each, etc purchased by the University March 2008 through March 2009.

UNL's Total Cost – UNL's Cost multiplied by the Quantity Purchased equals UNL's Total Cost

NOTE: Items # 137 through #144 does not list the manufacturer or mfg code numbers. Please fill in the blank for "MFG's #" with your company label. In the column titled "MFG's #" please fill in this column with your mfg's product code number. Specification / Grading Certificates for these items may be requested by the University.

Items # 18, 19, 39 and 48 are catch weight cases or average case weights. All pricing information on your Market Basket for these four (4) items must be listed by the pound.

CERTIFICATE OF INSURANCE FORM

CERTIFICATE ISSUER PHONE ( )	DATE EXECUTED: THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE		
INSURED: PHONE ( ) PROJECT DESCRIPTION: NAME OF UNL DEPARTMENT:	COMPANY A LETTER COMPANY B LETTER COMPANY C LETTER COMPANY D LETTER COMPANY E LETTER	COMPANY RATING COMPANY RATING COMPANY RATING COMPANY RATING COMPANY RATING	

THIS IS TO CERTIFY that the above insured has been issued policy(ies) for the limits of coverage specified with the company(ies) indicated, and that, with the exception of Automobile Liability, Worker's Compensation and Professional Liability Insurance, the insured's policy(ies) name THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA as an additional insured, including waiver of subrogation.

CL	Type of Insurance Coverage	Policy Number	Policy Effective Date	Policy Expiration Date	Limits of Liability (in Thousands)
	GENERAL LIABILITY [ ] Commercial General Liability [ ] Occurrence [ ] Claims Made [ ] Owner's & Contractor' Protective [ ] General Aggregate * [ ] Per Project [ ] Per Location				GENERAL AGGREGATE $ PRODUCTS-COMP/OPS AGGREGATE $ PERSONAL & ADVERTISING INJURY $ EACH OCCURRENCE $ FIRE DAMAGE (ANY ONE FIRE) $ MEDICAL EXPENSE (ANY ONE PERSON) $ DEDUCIBLE $
	ARCHITECT'S AND/OR ENGINEER'S PROFESSIONAL LIABILITY [ ] Claims Made [ ] Project				GENERAL AGGREGATE $ EACH CLAIM $ DEDUCTIBLE $
	AUTOMOBILE LIABILITY [ ] Any Auto [ ] All Owned Autos [ ] Scheduled Autos [ ] Hired Autos [ ] Non-Owned Autos [ ] Garage Liability				COMBINED SINGLE LIMIT $ BODILY INJURY (PER PERSON) $ BODILY INJURY (PER ACCIDENT) $ PROPERTY DAMAGE $ DEDUCTIBLE $
	EXCESS LIABILITY [ ] Umbrella Form [ ] Other Than Umbrella Form				EACH OCCURRENCE $ AGGREGATE $
	[ ] WORKER'S COMPENSATION				----------STATUTORY----------
	[ ] EMPLOYER'S LIABILITY				(EACH ACCIDENT) $ (DISEASE-POLICY LIMIT) $ (DISEASE-EACH OCCURRENCE $
	OTHER [ ] Installation Floater [ ] Builder's Risk [ ]				$ $ $

* The General Aggregate limit, under Limits of Insurance, applies separately to each of your projects away from premises owned by or rented to you.

ISSUED TO: THE BOARD OF REGENTS UNIVERSITY OF NEBRASKA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR TERMINATED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL GIVE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, IN ADVANCE OF THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION.
Business Services Complex 1700 Y Street Lincoln, NE 68588-0645 PH# 402-472-2126 FAX# 402-472-2246	AUTHORIZED SIGNATURE, TITLE, TYPED NAME

UNIVERSITY OF NEBRASKA
EQUAL OPPORTUNITY CLAUSE AND CERTIFICATION OF NON-SEGREGATED FACILITIES

Unless otherwise exempted by rules, regulations or orders issued under Executive Order 11246, during the performance of each order received from the Buyer:

"(1) The Contractor will not discriminate against any employee or applicant of employment because of race, color, religion, sex or national origin. 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 or national origin. 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 forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisement of employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of Sept. 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contractor with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of Sept. 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 24 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Seller certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in this certification. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, or color or national origin, because of habit, local custom or otherwise.

During the performance of furnishing goods or services as stipulated in any purchase order, contract, or agreement whether written or verbal, the contractor agrees that the concern presented will comply with the provisions of 41 CFR 60-741.4 relating to employment of the Handicapped and 41 CFR 50-250.3 relating to employment of Disabled Veterans and Vietnam Era Veterans.

Moreover, if annual sales to the University of Nebraska exceeds $50,000, I certify that our firm has on file an Affirmative Action Compliance Program," dated________________, or that our firm is exempt for the following reason:______________________________

During the performances of furnishing goods or services as stipulated in any purchase order, contract, or agreement whether written or verbal, the undersigned certifies that the concern represented will comply with the provisions of Executive Order 11246 as amended, and all rules, regulations and relevant orders of the Secretary of Labor, and will incorporate by reference in each contract and in each order which is within the scope of the regulations the clause relating to Equal Opportunity contained in 41 CFR 60-1.4, and the clauses relating to Employment of the Handicapped contained in 41 CFR 60-741.4, and Employment of Disabled and Vietnam Era Veterans, 41 CFR 50-250.3. The concern further agrees to comply with all existing federal, state and city legislation Prohibiting discrimination in all phases of its performances and certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Firm Address City State Zip	______________	______________
Signature of Authorized Representative	**Title**	**Date**

Federal I.D. #______________________________

Please Return to: University of Nebraska-Lincoln, 1700 Y Street, Lincoln, NE 68588-0645

FOOD & RELATED ITEMS
PRIME VENDOR CONTRACT
UNL RFP #393435
MARKET BASKET
APRIL 2009

EXCELL 2003 VERSION

CASH-WA

NO.	VENDOR'S STOCK #	ITEM DESCRIPTION	PACK SIZE	MFG.	MFG. CODE #	VENDOR'S COST	FREIGHT CHARGE	VENDOR'S TOT COST	VENDOR'S % MARKUP	UNL'S COST	QTY PURCH	UNL'S TOTAL COST
1	52288	Chicken Breast Fillet,Savory, Tenderpress	40/4 oz.	Tyson	2624	$ 34.50	$ -	$ 34.50	1.050	$ 36.23	2434	$ 88,171.65
2	52457	Chicken, Fajita, All White Meat FC	10#	Hormel	40122	$ 32.20	$ -	$ 32.20	1.050	$ 33.81	2275	$ 76,917.75
3	52071	Chicken Breast Bites, Tempura Btr, 1 oz., RTC	4/5#	Tyson	5425-0928	$ 57.33	$ -	$ 57.33	1.050	$ 60.20	357	$ 21,490.15
4	52320	Chicken, Wings-O-Fire, Unbrd, Glzd	1/10#	Tyson	5210	$ 33.50	$ -	$ 33.50	1.050	$ 35.18	1145	$ 40,275.38
5	52509	Chicken Wings, Bnls, Breaded, PC	2/5#	Tyson	2670	$ 35.10	$ -	$ 35.10	1.050	$ 36.86	556	$ 20,491.38
6	52405	Chic Brst, Flt, Bnls-Sknls, Glzd, IQF	26/6 oz.	Tyson	4318-928	$ 20.60	$ -	$ 20.60	1.050	$ 21.63	796	$ 17,217.48
7	52241	Chic Tenderloin, Breaded, Marinated, RCT	3/3#	Tyson	2556	$ 36.63	$ -	$ 36.63	1.050	$ 38.46	522	$ 20,076.90
8	52180	Chicken, Chunk, Zeste, Brd, RTC, 246/.64 oz.	1/10#	Tyson	2324	$ 25.52	$ -	$ 25.52	1.050	$ 26.80	733	$ 19,641.47
9	52199	Chicken Tendetloin, Fritter, Homestyle, RTC	2/5#	Tyson	6515-0398	$ 25.20	$ -	$ 25.20	1.050	$ 26.46	481	$ 12,727.26
10	52461	Chicken Wings, 1 & 2 Jts, Brd, FC	2/5#	Tyson	2423	$ 32.55	$ -	$ 32.55	1.050	$ 34.18	539	$ 18,421.67
11	52896	Chicken Fried Chicken, Raw, Brd	40/4 oz.	Advance	37541	$ 29.95	$ -	$ 29.95	1.050	$ 31.45	371	$ 11,667.02
12	52278	Chic Tenderlion Fritter, Homestyle PPR Raw	2/5#	Tyson	1656	$ 22.00	$ -	$ 22.00	1.050	$ 23.10	1421	$ 32,825.10
13	52226	Chicken, Popcorn, Big Time, 160/1 oz. RTC	2/5#	Tyson	4234	$ 26.80	$ -	$ 26.80	1.050	$ 28.14	949	$ 26,704.86
14	52507	Chicken Wings, BBQ, 1 & 2 Joint, Jumbo	8/3#	Tyson	5286	$ 83.31	$ -	$ 83.31	1.050	$ 87.48	322	$ 28,167.11
15	52303	Chicken, Diced, Lt / Dk,	1/10#	Tyson	3112	$ 27.50	$ -	$ 27.50	1.050	$ 28.88	643	$ 18,566.63
16	52506	Chicken, Bulk Pack, 8 Piece	26#	BrakeBush	6548	$ 68.80	$ -	$ 68.80	1.050	$ 72.24	179	$ 12,930.96
17	52292	Chicken Cordon Bleu, Breaded, RCT	36/4 oz.	Tyson	9755-511	$ 41.36	$ -	$ 41.36	1.050	$ 43.43	364	$ 15,807.79
18	61268	Turkey PC Sli .67 oz.	6/2#	Hormel	6292	$ 43.87	$ -	$ 43.87	1.050	$ 46.06	1060	$ 48,827.31
19	62341	Turkey PC Breast, Sandwich Makr, Sknls	2/8# Avg	Hormel	42470	$ 2.22	$ -	$ 2.22	1.050	$ 2.33	6359	$ 14,822.83
20	52472	Turkey Roast, Breast, Raw, Skin-On	2/8-10# Avg	Jennie-O	218002	$ 2.70	$ -	$ 2.70	1.050	$ 2.84	6553	$ 18,577.76
21	61267	Beef Roast, PC Top Rnd, Sli .5 oz.	6/2#	Hormel	43478	$ 60.36	$ -	$ 60.36	1.050	$ 63.38	940	$ 59,575.32
22	914788	Beef, Ground, Bulk, 85/15	4/5#	WW Johnson	350285	$ 40.40	$ -	$ 40.40	1.050	$ 42.42	1321	$ 56,036.82
23	150012	Beef, Bx Rounds, DND, Choice	4/16#	IBP		$ 1.90	$ -	$ 1.90	1.040	$ 1.98	108	$ 213.41
24	57063	Beef, PC, Pub Stk Burger, Choice	53/3 oz.	Advance	15-930	$ 36.95	$ -	$ 36.95	1.050	$ 38.80	731	$ 28,360.97
25	54813	Beef, Steak, Breakaway Orig, Frzn, EZE	42/4.5 oz.	Advance	1145-001	$ 40.32	$ -	$ 40.32	1.050	$ 42.34	558	$ 23,623.49
26	53740	Beef Steak, Sirloin Strips, Blu Mar 1-2 oz., Frz	2/5#	J & B	2533	$ 31.60	$ -	$ 31.60	1.050	$ 33.18	346	$ 11,480.28
27	914791	Beef Patty, 4:1 48/4 oz.	1/12#	WW Johnson	358904	$ 24.48	$ -	$ 24.48	1.050	$ 25.70	2477	$ 63,668.81
28	54625	Beef PC, Meatball, 320 ct	1/10#	Rosina	40174	$ 20.60	$ -	$ 20.60	1.050	$ 21.63	765	$ 16,546.95
29	55570	Beef, Pizza Topping	2/5#	Tyson/Pizzano	2546-393	$ 17.70	$ -	$ 17.70	1.050	$ 18.59	246	$ 4,571.91
30	52412	Beef, PC, Fajita (Rico Ole)	4/2.5#	Hormel	81238	$ 59.00	$ -	$ 59.00	1.050	$ 61.95	311	$ 19,266.45
31	52593	Franks, 8/1,	1/10#	Fairbury	5605	$ 25.60	$ 1.00	$ 26.60	1.050	$ 27.93	665	$ 18,573.45
										PAGE TOTAL		$ 866,246.31

NO.	VENDOR'S STOCK #	ITEM DESCRIPTION	PACK SIZE	MFG.	MFG. CODE #	VENDOR'S COST	FREIGHT CHARGE	VENDOR'S TOT COST	VENDOR'S % MARKUP	UNL'S COST	QTY PURCH	UNL'S TOTAL COST
32	55200	Corn Dog All Meat	36/2.75 oz.	Leons	21000	$ 11.47	$ -	$ 11.47	1.050	$ 12.04	292	$ 3,516.70
33	55212	Corn Dog, Mini, 285/.56 oz. CN	2/5#	Hormel	41561	$ 23.00	$ -	$ 23.00	1.050	$ 24.15	81	$ 1,956.15
34	61265	Salami, Genoa, Sliced .8 oz.	6/2#	Hormel	44457	$ 37.68	$ -	$ 37.68	1.050	$ 39.56	290	$ 11,473.56
35	61263	Pepperoni, Sliced, 8sl/oz.	6/1.75#	Hormel	32820	$ 32.81	$ -	$ 32.81	1.050	$ 34.45	226	$ 7,785.81
36	61271	Pork, Bacon, 18-22 ct, Smokehouse	2/10#	Hormel	13409	$ 61.20	$ -	$ 61.20	1.050	$ 64.26	145	$ 9,317.70
37	SF8627	Bacon, Quick Finish, Cooked, Peppered	1/200	Armour	458627	$ 27.16	$ -	$ 27.16	1.050	$ 28.52	42	$ 1,197.76
38	53346	Pork, PC Bacon, 300 ct	1/4#	Tyson	209147-928	$ 32.00	$ -	$ 32.00	1.050	$ 33.60	1354	$ 45,494.40
39	201030	Pork, Box, Loin, Bnls, Strap/On	5/9# Avg	Seaboard	80137	$ 1.27	$ -	$ 1.27	1.040	$ 1.32	4360	$ 5,758.69
40	55419	Ham, Sliced, .5 oz., Smked	6/2#	Hormel	32542	$ 35.20	$ -	$ 35.20	1.050	$ 36.96	925	$ 34,188.00
41	61264	Ham, Buffet Supreme, Smkd, Flat	2/12# Avg	Hormel	12024	$ 1.73	$ -	$ 1.73	1.050	$ 1.82	8067	$ 14,653.71
42	55457	Ham, Diced, 3/8" In N/J	1/10#	Hormel	41115	$ 19.70	$ -	$ 19.70	1.050	$ 20.69	354	$ 7,322.49
43	50990	Shrimp, Dusted 24-30 ct	4/2.5#	Mrs. Friday	18250	$ 59.29	$ -	$ 59.29	1.050	$ 62.25	122	$ 7,595.05
44	52011	Shrimp, Salad, PC 250-350 ct	4/2.5#	Tampa Maid	45722	$ 32.95	$ -	$ 32.95	1.050	$ 34.60	146	$ 5,051.24
45	51839	Shrimp, Breaded, 40-50 ct	4/2.5#	Tampa Bay	11276	$ 27.00	$ -	$ 27.00	1.050	$ 28.35	570	$ 16,159.50
46	51847	Shrimp, Clean Tail, BF, 21-25ct	4/3#	Tampa Bay	10090	$ 47.40	$ -	$ 47.40	1.050	$ 49.77	147	$ 7,316.19
47	51410	Catfish, Fillet, Shank, 3 - 5 oz., Unbreaded IQF	1/15#	Southern Pride	1389	$ 50.40	$ -	$ 50.40	1.050	$ 52.92	254	$ 13,441.68
48	51218	Cod Fillet, 4 oz.	1/10#	Icelandic USA	5793	$ 61.20	$ -	$ 61.20	1.050	$ 64.26	191	$ 12,273.66
49	51439	Halibut Steaks, 6 oz., Loin, Cut VP	1/10#	Trident	433209	$ 99.50	$ -	$ 99.50	1.050	$ 104.48	45	$ 4,701.38
50	SF3286	Mahi Mahi, Currents Cross Grills, 4 oz.	1/10#	Icelandic USA	3286	$ 50.20	$ -	$ 50.20	1.050	$ 52.71	117	$ 6,167.07
51	51244	Haddock, Fillets, IQF, Sknls, 4 - 6 oz.	1/10#	Icelandic USA	5329	$ 38.20	$ -	$ 38.20	1.050	$ 40.11	323	$ 12,955.53
52	60810	Cheese Mozz Shred Reg LMPS	4/5#	Great Lakes	15031	$ 28.75	$ 1.68	$ 30.43	1.050	$ 31.95	801	$ 25,593.15
53	60751	Cheese Cheddar, Shrd Feather, Mild	4/5#	Great Lakes	13040	$ 30.60	$ 1.68	$ 32.28	1.050	$ 33.89	532	$ 18,031.61
54	56227	Cheese Stix, Mozz Btrd Oven	6/2.5#	McCain's	50010109	$ 53.63	$ 0.75	$ 54.38	1.050	$ 57.10	409	$ 23,353.49
55	60588	Cheese, American, Sliced, Yellow, 160 ct	6/5#	Land O Lakes	3450046141	$ 42.27	$ 2.56	$ 44.83	1.050	$ 47.07	224	$ 10,544.02
56	60204	Cheese, American, Shred, Feather	4/5#	Schreiber	3090040146	$ 38.71	$ 1.72	$ 40.43	1.050	$ 42.45	259	$ 10,994.94
57	60793	Cheese, provolone, Sliced, 192 ct / .75 oz.	6/1.5#	Great Lakes	15264	$ 17.51	$ 0.80	$ 18.31	1.050	$ 19.23	398	$ 7,651.75
58	60193	Cheese, Pepperjack, Sliced, 320/.5 oz.	8/1.25#	Great Lakes	3651414495	$ 19.80	$ 0.88	$ 20.68	1.050	$ 21.71	263	$ 5,710.78
59	60714	Cheese, Parmesan, Shredded, Bag,	6/2#	Great Lakes	15750	$ 40.08	$ 1.04	$ 41.12	1.050	$ 43.18	76	$ 3,281.38
60	60808	Cheese, Colby / Jack, 22ct	10/1#	Schreiber	20032	$ 28.99	$ 0.88	$ 29.87	1.050	$ 31.36	186	$ 5,833.61
61	60801	Cheese, Monterey Jack, Shredded	4/5#	Great Lakes	14463	$ 29.05	$ 1.68	$ 30.73	1.050	$ 32.27	138	$ 4,452.78
62	60636	Cream Cheese, Strawberry, Individual	100 / 1 oz.	Kraft	377718	$ 15.91	$ -	$ 15.91	1.050	$ 16.71	262	$ 4,376.84
63	63049	Egg Mix, Scramble, w/Btrmlk	2/20#	Michael Foods	88920	$ 47.00	$ -	$ 47.00	1.050	$ 49.35	1133	$ 55,913.55
64	63072	Eggs, Hard, Peeled, Cooked, Dry Pack, Refrig	12/12 ct	Michael Foods	85018	$ 25.05	$ -	$ 25.05	1.050	$ 26.30	314	$ 8,258.99
65	63035	Egg Whites, w/TEC ESL Refrigerated	15/2#	Michael Foods	91820	$ 42.75	$ -	$ 42.75	1.050	$ 44.89	581	$ 26,079.64
66	67020	Eggs, Fresh, Large	15 Doz	Eggs America		$ 14.78	$ 0.10	$ 14.88	1.050	$ 15.62	510	$ 7,968.24
67	57170	Srawberries, Sliced, 4 + 1, Frozen	6/6.5#	Simplot	19928	$ 35.10	$ 2.44	$ 37.54	1.050	$ 39.41	264	$ 10,404.98

PAGE TOTAL ..... $ 456,775.99

NO.	VENDOR'S STOCK #	ITEM DESCRIPTION	PACK SIZE	MFG.	MFG. CODE #	VENDOR'S COST	FREIGHT CHARGE	VENDOR'S TOT COST	VENDOR'S % MARKUP	UNL'S COST	QTY PURCH	UNL'S TOTAL COST
68	52112	Raspberries, Red, IQF	6/4#	Gems of Fruit	67170	$ 60.00	$ 1.25	$ 61.25	1.050	$ 64.31	168	$ 10,804.50
69	57160	Strawberries, Whole, IQF	1/30#	Simplot	19929	$ 29.10	$ 1.76	$ 30.86	1.050	$ 32.41	165	$ 5,347.19
70	57150	Peaches, Sliced, IQF	4/5#	Simplot	17913	$ 26.43	$ 1.23	$ 27.66	1.050	$ 29.05	840	$ 24,397.88
71	57710	Corn, IQF, Cut, Bulk, Classic	1/20#	Simplot	18415	$ 13.22	$ 1.20	$ 14.42	1.050	$ 15.15	544	$ 8,238.99
72	57528	Beans, Green, Whole, Clasic, Frozen	12/2#	Simplot	18173	$ 23.43	$ 1.41	$ 24.84	1.050	$ 26.09	128	$ 3,339.03
73	57720	Peas, Frozen IQF, Bulk	1/20#	Simplot	7117918925	$ 15.02	$ 1.20	$ 16.22	1.050	$ 17.04	413	$ 7,035.54
74	193050	Fries, Thin Cut, Ultra Clear	6/5#	Simplot	7117947016	$ 23.87	$ 1.79	$ 25.66	1.050	$ 26.95	1003	$ 27,025.94
75	50623	Fries, Battter Bites, Seasoned, Crisp	6/6#	Simplot	47727	$ 33.50	$ 2.13	$ 35.63	1.050	$ 37.41	161	$ 6,022.91
76	59092	Potato Wedges, Savory, Oven, 10 cut	6/5#	Simplot	47801	$ 24.77	$ 1.79	$ 26.56	1.050	$ 27.89	354	$ 9,873.10
77	50535	French Fries, 1/2 CC Wonder Fry	6/4.5#	Simplot	22630	$ 19.88	$ 1.62	$ 21.50	1.050	$ 22.58	436	$ 9,844.53
78	50720	French Fries, Steak Cut, Royal	6/5#	Simplot	617043	$ 11.40	$ 1.79	$ 13.19	1.050	$ 13.85	299	$ 4,141.00
79	50735	Fries, Loops, Seasoned, Crunch, Oven	6/5#	Simplot	47014	$ 26.57	$ 1.79	$ 28.36	1.050	$ 29.78	352	$ 10,482.60
80	50525	Hashbrown Potatoes, Shredded, Frz Frig	6/3#	Simplot	7117936457	$ 8.46	$ 1.76	$ 10.22	1.050	$ 10.73	893	$ 9,578.09
81	56234	Onion Rings, 3/8", Gourment, Crumb	9/2#	McCain's	40010081	$ 33.45	$ 0.75	$ 34.20	1.050	$ 35.91	271	$ 9,731.61
82	56241	Mac & Cheese Wedges, Btrd, Oven	6/3#	McCain's	50010335	$ 55.70	$ 0.75	$ 56.45	1.050	$ 59.27	78	$ 4,623.26
83	58948	Crepes, Cheese Blintz	128/1.75 oz.	Tyson	452646	$ 56.85	$ -	$ 56.85	1.050	$ 59.69	72	$ 4,297.86
84	56129	Rangoon, Crab, Cream Cheese	144 / 1 oz.	hole Fresh Fds	01188A	$ 32.95	$ -	$ 32.95	1.050	$ 34.60	476	$ 16,468.41
85	56882	Pizza Crust, Pan, 16"	5 ct	Wiemer		$ 10.75	$ 0.50	$ 11.25	1.050	$ 11.81	1551	$ 18,321.19
86	56883	Pizza Crust, 16"	10 ct	Wiemer		$ 16.75	$ 0.50	$ 17.25	1.050	$ 18.11	546	$ 9,889.43
87	58543	Cheesecake, NY, Plain, 16 Slic, 10"	4/68 oz.	Sara Lee	8078	$ 63.09	$ -	$ 63.09	1.050	$ 66.24	76	$ 5,034.58
88	58100	Cookie Dough, Choc Chip,	200/1.5 oz.	Best Maid	5P318	$ 34.80	$ -	$ 34.80	1.050	$ 36.54	376	$ 13,739.04
89	58169	Cookie Dough, Sugar,	200/1.5 oz.	Best Maid	5P311	$ 27.80	$ -	$ 27.80	1.050	$ 29.19	244	$ 7,122.36
90	58622	Pies, La Cream, Chocolate, 10"	4/38 oz.	Sara Lee	9297	$ 29.64	$ -	$ 29.64	1.050	$ 31.12	86	$ 2,676.49
91	58710	Waffles, Belgian, Buffet, 1.5 oz.	96/1.5 oz.	Chef America	48	$ 19.91	$ -	$ 19.91	1.050	$ 20.91	423	$ 8,843.03
92	58827	Pancakes, Buttermilk, 4"	144ct	Krusteaz	20137	$ 16.84	$ -	$ 16.84	1.050	$ 17.68	75	$ 1,326.15
93	59099	French Toast Stix, 180-220ct, Oven	5/2#	McCain's	80008406	$ 12.84	$ 0.75	$ 13.59	1.050	$ 14.27	591	$ 8,433.27
94	916095	Bread, Garlic, Toast, New York, Buttered	125 ct	T Marzetti	10021	$ 17.86	$ -	$ 17.86	1.050	$ 18.75	328	$ 6,150.98
95	57184	Soup, Frzn, Potato Cream, Conc	3/4#	Campbells	8166	$ 23.46	$ -	$ 23.46	1.050	$ 24.63	273	$ 6,724.81
96	58421	Rolls, Assorted, Cheverny, Bag	180/1.25 oz.	Rich's	89857	$ 34.59	$ -	$ 34.59	1.050	$ 36.32	157	$ 5,702.16
97	56114	Poppers, Jalapeno, Stuffed Cream Cheese	4/4#	Anchor	300005620	$ 59.15	$ 0.75	$ 59.90	1.050	$ 62.90	72	$ 4,528.44
98	53544	Roll Dough, Sub, White, 7 oz.	60/7 oz.	Baker Boy	11361	$ 17.86	$ -	$ 17.86	1.050	$ 18.75	235	$ 4,406.96
99	58941	Croissant, Marg, Baked, Sliced, Medium	48/2 oz.	LaFran	65085	$ 23.42	$ -	$ 23.42	1.050	$ 24.59	121	$ 2,975.51
100	58247	Beadsticks, Mini	1/11#	T Marzetti	15025	$ 17.46	$ -	$ 17.46	1.050	$ 18.33	1160	$ 21,266.28
101	56748	Tortillas, Flour, 10", Heat Pressed	12/12ct	Mission Foods	10420	$ 20.11	$ 1.53	$ 21.64	1.050	$ 22.72	256	$ 5,816.83
102	56920	Guacamole Frzn, Western Style, Bag	12/16 oz.	Simplot	19342	$ 38.37	$ 0.78	$ 39.15	1.050	$ 41.11	168	$ 6,906.77
103	57187	Soup Frzn, Chic Ndle Hmstyle, Conc	3/4#	Campbells	8169	$ 30.69	$ -	$ 30.69	1.050	$ 32.22	643	$ 20,720.35
												$ 331,837.06

	VENDOR'S STOCK #	ITEM DESCRIPTION	PACK SIZE	MFG.	MFG. CODE #	VENDOR'S COST	FREIGHT CHARGE	VENDOR'S TOT COST	VENDOR'S % MARKUP	UNL'S COST	QTY PURCH	UNL'S TOTAL COST
104	57431	Patty, Vegt, Breakkfast, Soybean	104/1.33 oz.	Kelloggs	97152	$ 36.48	$ -	$ 36.48	1.050	$ 38.30	255	$ 9,767.52
105	55840	Egg Roll, Pork / Vegetable, 1.5 oz.	6/24 ct	Minh	69373	$ 40.75	$ 0.90	$ 41.65	1.050	$ 43.73	187	$ 8,177.98
106	125415	Pasta, Tortellini, Cheese, Frozen	1/12#	Bernardi	74625	$ 37.03	$ -	$ 37.03	1.050	$ 38.88	160	$ 6,221.04
107	52820	Bread, Ciabetta, Sandwich	42/4 oz.	Ralcorp	216	$ 31.66	$ -	$ 31.66	1.050	$ 33.24	198	$ 6,582.11
108	58130	Cake, White, Full Sheet	3/116 oz.	Rich's	3553	$ 44.36	$ -	$ 44.36	1.050	$ 46.58	51	$ 2,375.48
109	58597	Cheesecake, Variety, PK Buffett, 14 Slice	12/42 oz.	Jon Donaire	61173	$ 90.20	$ -	$ 90.20	1.050	$ 94.71	28	$ 2,651.88
110	40856	Icing, Vanilla Crème, RTS	2/11#	Gold Medal	11216	$ 46.47	$ 1.05	$ 47.52	1.050	$ 49.90	66	$ 3,293.14
111	58695	Bagel, Plain, Baked, Sliced	72/2.3 oz.	Sara Lee	8047	$ 15.75	$ -	$ 15.75	1.050	$ 16.54	426	$ 7,044.98
112	55477	Sauce, Alfredo, Frozen	4/3#	Knorr	90656	$ 32.51	$ -	$ 32.51	1.050	$ 34.14	510	$ 17,409.11
113	59287	Biscuit, Baked, EZ, Split, 2.87"	120/2.25 oz.	General Mills	6236	$ 23.93	$ -	$ 23.93	1.050	$ 25.13	319	$ 8,015.35
114	59408	Ravioli, Cheese, Breaded, Bakeable	2/5#	Domani	74952	$ 31.93	$ -	$ 31.93	1.050	$ 33.53	241	$ 8,079.89
115	56213	Pizza Stix, 5",Mozz, 50/50 CN	192/1.93 oz.	Gilardi Foods	12439	$ 46.51	$ -	$ 46.51	1.050	$ 48.84	498	$ 24,320.08
116	45590	Pears, Sliced, Light Syurp, Choice	6/#10			$ 22.75	$ 2.82	$ 25.57	1.050	$ 26.85	396	$ 10,632.01
117	45600	Pear Halves, Light Syrup, Choice	6/#10			$ 22.75	$ 2.82	$ 25.57	1.050	$ 26.85	333	$ 8,940.55
118	45490	Peaches, Sliced, Light Syurp, Choice	6/#10			$ 25.24	$ 2.82	$ 28.06	1.050	$ 29.46	213	$ 6,275.62
119	46110	Fruit Cocktail, Light Syrup, Choice	6/#10			$ 27.74	$ 2.82	$ 30.56	1.050	$ 32.09	307	$ 9,851.02
120	46146	Pinceapple, Chunk, Heavy Syurp,	6/#10			$ 27.82	$ 2.00	$ 29.82	1.050	$ 31.31	544	$ 17,033.18
121	45960	Applesauce, Sweetened,	6/#10			$ 20.00	$ 2.82	$ 22.82	1.050	$ 23.96	273	$ 6,541.35
122	46161	Oranges, Mandarin, Whole Seg, Juice, Grade A	6/#10			$ 22.15	$ -	$ 22.15	1.050	$ 23.26	436	$ 10,140.27
123	43221	Beans, Cut 4 Sieve, Green, Fancy	6/#10			$ 17.25	$ 2.73	$ 19.98	1.050	$ 20.98	338	$ 7,090.90
124	48990	Catsup	6/#10	Heinz	512900	$ 20.95	$ 1.56	$ 22.51	1.050	$ 23.64	227	$ 5,365.26
125	48980	Catsup, Vol Pack	1/3 Gal	Heinz	511900	$ 15.60	$ 0.96	$ 16.56	1.050	$ 17.39	775	$ 13,475.70
126	46810	Olives, Sliced, Ripe	6/#10	Empress	#491073600	$ 27.35	$ -	$ 27.35	1.050	$ 28.72	227	$ 6,518.87
127	41801	Sauce, Marinara, Angelia Mia	6/#10	Hunts	39125	$ 31.49	$ -	$ 31.49	1.050	$ 33.06	379	$ 12,531.45
128	44182	Sauce, Pasta, Al Dente	6/#10	anislaus Foods	12324	$ 22.95	$ 2.76	$ 25.71	1.050	$ 27.00	290	$ 7,828.70
129	43368	Beans, Refried, Vegetarian	6/29.77 oz.	asic American	54914	$ 24.44	$ -	$ 24.44	1.050	$ 25.66	280	$ 7,185.36
130	40400	Pudding, Vanilla, RTU	6/#10	Knouse	44105673575	$ 21.58	$ 2.01	$ 23.59	1.050	$ 24.77	211	$ 5,225.94
131	40410	Pudding, Chocolate, RTU	6/#10	Knouse	8537	$ 21.58	$ 2.01	$ 23.59	1.050	$ 24.77	172	$ 4,260.01
132	44187	Tomatoes, Crushed, Angelia Mia	6/#10	Hunts	38064	$ 20.46	$ -	$ 20.46	1.050	$ 21.48	385	$ 8,270.96
133	40514	Pie Filling, Cherry, RTU	6/#10	Knouse	3056	$ 58.98	$ 2.02	$ 61.00	1.050	$ 64.05	79	$ 5,059.67
134	48952	Shortening, Oil, Soy, Mel Fry (Free)	35#	Ventura	16502-MFF	$ 33.00	$ 0.79	$ 33.79	1.050	$ 35.48	454	$ 16,107.69
135	SD7062	Crisco, Pan-Release, Spray	6/21 oz.	Crisco	70602	$ 23.75	$ -	$ 23.75	1.050	$ 24.94	201	$ 5,012.44
136	48880	Shortening, Oil, Olive Pomace	6/1 Gal	Rema Foods	80366-58748	$ 68.95	$ -	$ 68.95	1.050	$ 72.40	51	$ 3,692.27
137	44784	Sauce, Spaghetti, Prego, Traditonal	6/106 oz.	Campbells	5012	$ 37.32	$ -	$ 37.32	1.050	$ 39.19	166	$ 6,504.88
138	65817	Sauce, Four Cheese,	4/3#	Stock Pot	60106	$ 50.40	$ -	$ 50.40	1.050	$ 52.92	300	$ 15,876.00
139	63017	Dressing, Ranch Hidden Valley	4/1 Gal	Ventura Foods	85505-HVR	$ 38.15	$ 1.29	$ 39.44	1.050	$ 41.41	56	$ 2,319.07
										PAGE TOTAL		$ 305,677.70

NO.	VENDOR'S STOCK #	ITEM DESCRIPTION	PACK SIZE	MFG.	MFG. CODE #	VENDOR'S COST	FREIGHT CHARGE	VENDOR'S TOT COST	VENDOR'S % MARKUP	UNL'S COST	QTY PURCH	UNL'S TOTAL COST
140	63043	Dressing, Buttermilk Ranch	2/1 Gal	Best Foods	25251	$ 20.32	$ -	$ 20.32	1.050	$ 21.34	775	$ 16,535.40
141	47945	Miracle Whip Light	4/1 Gal	Kraft	377778 64710	$ 39.41	$ -	$ 39.41	1.050	$ 41.38	104	$ 4,303.57
142	SD4174	Dressing, Dorothy Lynch	12/32 oz.	Tasty Toppings	41743-58232	$ 44.00	$ -	$ 44.00	1.050	$ 46.20	54	$ 2,494.80
143	41533	Sauce, BBQ,	4/1 Gal	Cookies Foods	10103	$ 35.50	$ -	$ 35.50	1.050	$ 37.28	282	$ 10,511.55
144	41532	Sauce, BBQ, Cattleman's Classic	4/1 Gal	French's	4150005396	$ 40.00	$ -	$ 40.00	1.050	$ 42.00	152	$ 6,384.00
145	41258	Sauce, Teriyaki Korean	4/48 oz.	Hormel	49489	$ 25.84	$ -	$ 25.84	1.050	$ 27.13	196	$ 5,317.87
146	41790	Sauce, Picante, Mild	4/1 Gal	Pace	67	$ 35.56	$ -	$ 35.56	1.050	$ 37.34	113	$ 4,219.19
147	41769	Sauce, Mix, Cheese,	8/32 oz.	Nestle	3826200	$ 47.74	$ 1.14	$ 48.88	1.050	$ 51.32	119	$ 6,107.56
148	41756	Sauce, Salsa, Mild	4/1 Gal	Cookies Foods	40103	$ 33.50	$ -	$ 33.50	1.050	$ 35.18	182	$ 6,401.85
149	42026	Gravy Mix Country, Southern,	8/13 oz.	Trio	38542	$ 16.19	$ 0.54	$ 16.73	1.050	$ 17.57	308	$ 5,410.48
150	42521	Gravy Mix, Au Jus	12/3.7 oz.	Unilever	80018	$ 22.63	$ 0.22	$ 22.85	1.050	$ 23.99	176	$ 4,222.68
151	52205	Sauce, Sweet & Sour, Red Pouch	12/2#	Innovasian	34519	$ 35.45	$ -	$ 35.45	1.050	$ 37.22	155	$ 5,769.49
152	49875	Potato Pearls, Excel,	12/28.5#	Basic American	76468	$ 45.93	$ -	$ 45.93	1.050	$ 48.23	320	$ 15,432.48
153	48499	Mayonaise, Hellmans	4/1 Gal	Hellman's	26536	$ 49.15	$ 1.44	$ 50.59	1.050	$ 53.12	78	$ 4,143.32
154	47951	Mayonaise, Light	4/1 Gal	Kraft	64301	$ 33.03	$ -	$ 33.03	1.050	$ 34.68	162	$ 5,618.40
155	80577	Napkin, Dispenser, 13x13 Minifold, Natural	12/500ct	SCA	D826E	$ 41.80	$ 1.08	$ 42.88	1.050	$ 45.02	435	$ 19,585.44
156	80344	Napkin, W-PressNap, White, 13" x 8.5"	6,000 ct	SCA	SCA Tissue	$ 44.55	$ 0.98	$ 45.53	1.050	$ 47.81	210	$ 10,039.37
157	102134	Glove, Vinyl, Large, PF,	10/100ct	Foodhandler	102-116	$ 38.38	$ -	$ 38.38	1.050	$ 40.30	191	$ 7,697.11
158	102114	Glove, Vinyl, Medium PF	10/100ct	Foodhandler	102-114	$ 38.38	$ -	$ 38.38	1.050	$ 40.30	202	$ 8,140.40
159	89924	Paper Cups, Symphony, Cold Wax, 16 oz	1000 ct	Solo	RW16-J8000	$ 50.43	$ -	$ 50.43	1.050	$ 52.95	84	$ 4,447.93
160	85065	Lid Sip, Travel White	1000ct	Solo	TLP316-0007	$ 31.10	$ -	$ 31.10	1.050	$ 32.66	21	$ 685.76
161	82640	Film Wrap, 12" x 2000',	1 roll	AEP		$ 17.02	$ -	$ 17.02	1.050	$ 17.87	102	$ 1,822.84
162	82602	Film Wrap, 18" x 2000', Zipsafe	1 Roll	AEP		$ 18.67	$ -	$ 18.67	1.050	$ 19.60	173	$ 3,391.41
163	82482	Foil Wrap, Hvy Dty, 18" x 1000"	1 Roll	AEP	W23	$ 42.42	$ -	$ 42.42	1.050	$ 44.54	24	$ 1,068.98
164	87179	Cutlery Kit, Heavy, Spoon/Fork/Knife	250ct	Solo	SW567N-0007	$ 32.38	$ -	$ 32.38	1.050	$ 34.00	50	$ 1,699.95
165	88630	Bag, Food Bun Pan, 27 x 37 Bakery	200ct	Foodhandler	22PB27	$ 39.37	$ -	$ 39.37	1.050	$ 41.34	61	$ 2,521.65
166	48890	Fuel, Chafing, 2 hour, Gel	72ct	Candle Lamp	CLCH0001	$ 40.51	$ -	$ 40.51	1.050	$ 42.54	33	$ 1,403.67
167	88178	Can Liner, 60 Gallon, S-Hvy, 85#m Silver	50ct	Faverly Plastics	HK68X	$ 20.77	$ -	$ 20.77	1.050	$ 21.81	194	$ 4,230.85
168	42515	Cereal, Cracklin Oat Bran, Bulk	6/37.3 oz.	Kelloggs	3800004591	$ 52.35	$ -	$ 52.35	1.050	$ 54.97	202	$ 11,103.44
169	42307	Cereal, Crispix, Bulk	4/30 oz.	Kelloggs	38000-03591	$ 30.97	$ -	$ 30.97	1.050	$ 32.52	57	$ 1,853.55
170	42448	Cereal, Cinn Toasters, Bulk	6/32 oz.	Malt-o-Meal	9831	$ 22.83	$ -	$ 22.83	1.050	$ 23.97	215	$ 5,153.87
171	42542	Cereal, Frosted Flakes, Bulk	4/45 oz.	Malt-o-Meal	9817	$ 24.61	$ -	$ 24.61	1.050	$ 25.84	220	$ 5,684.91
172	42277	Cereal, Grapenuts,	12/16 oz.	Post	10512	$ 31.12	$ -	$ 31.12	1.050	$ 32.68	73	$ 2,385.35
173	42487	Cereal, Life, Bulk	4/40 oz.	Quaker	43141	$ 30.57	$ -	$ 30.57	1.050	$ 32.10	58	$ 1,861.71
										PAGE TOTAL		$ 197,650.82

NO.	VENDOR'S STOCK #	ITEM DESCRIPTION	PACK SIZE	MFG.	MFG. CODE #	VENDOR'S COST	FREIGHT CHARGE	VENDOR'S TOT COST	VENDOR'S % MARKUP	UNL'S COST	QTY PURCH	UNL'S TOTAL COST
174	124004	Cone, Cake, Ice Cream, 10D Flat, XSM, Child	10/100ct	Eat-It-All	30100-20006	$ 43.98	$ -	$ 43.98	1.050	$ 46.18	191	$ 8,820.19
175	47720	Syrup, Pancake	4/1 Gal	Lyons Magnus	500	$ 15.44	$ -	$ 15.44	1.050	$ 16.21	425	$ 6,890.10
176	42594	Croutons, Homestyle, Seasoned	10/1#	Sugar Foods	74401	$ 17.26	$ -	$ 17.26	1.050	$ 18.12	455	$ 8,245.97
177	50050	Rice, Dry, Conditioned, Par Boiled	1/25#	Producer's		$ 9.29	$ 1.00	$ 10.29	1.050	$ 10.80	570	$ 6,158.57
178	120659	Topping, Strawberry, Sliced, RTU	6/46 oz.	Lyons Magnus	2373	$ 37.00	$ -	$ 37.00	1.050	$ 38.85	215	$ 8,352.75
179	41391	Pasta, Penne Rigate	2/10#	Zerega	9151	$ 14.35	$ 1.89	$ 16.24	1.050	$ 17.05	233	$ 3,973.12
180	41360	Pasta, Rotini Noodles,	1/20#	Zerega	8131	$ 14.35	$ 1.89	$ 16.24	1.050	$ 17.05	214	$ 3,649.13
181	25583	Chips, Sunchip, Harvest Cheddar	104/1 oz.	Frito Lay	11152	$ 24.75	$ -	$ 24.75	1.050	$ 25.99	157	$ 4,080.04
182	25814	Chips, Nacho, Triangle, White	6/2#	Mission Foods	8618	$ 13.75	$ 0.82	$ 14.57	1.050	$ 15.29	419	$ 6,408.31
183	47671	Peanut Butter, Creamy	8/40 oz.	Skippy	27088	$ 37.09	$ -	$ 37.09	1.050	$ 38.94	214	$ 8,334.12
184	44680	Tuna, Chunk Lite In Water	6/66.5 oz.	Empress	#110573600X	$ 42.40	$ -	$ 42.40	1.050	$ 44.52	79	$ 3,517.08
185	40751	Pancake Mix, Buttermilk,	6/5#	Krusteaz	731-3120	$ 22.45	$ -	$ 22.45	1.050	$ 23.57	153	$ 3,606.59
186	73050	Hot Chocolate, Pwdr Mix	12/28 oz.	Swiss Miss		$ 46.37	$ -	$ 46.37	1.050	$ 48.69	139	$ 6,767.70
187	72150	Coffee, Ultra Grind, Pouch	6/44 oz.	Folgers	7465	$ 113.96	$ -	$ 113.96	1.050	$ 119.66	35	$ 4,188.03
188	65901	Salad, Chicken, Smoked	2/5#	Reser's	407	$ 26.80	$ -	$ 26.80	1.050	$ 28.14	174	$ 4,896.36
189	67920	Salad, Tuna	2/4#	Allison's	8001	$ 18.28	$ -	$ 18.28	1.050	$ 19.19	213	$ 4,088.32
190	41468	Soymilk, Silk,Choc	18/8.25 oz.	White Wave	60084	$ 12.00	$ -	$ 12.00	1.050	$ 12.60	224	$ 2,822.40

PAGE TOTAL ..... $ 94,798.77

TOTAL MARKET BASKET ..... $ 2,252,986.66