



PROPOSAL COVER SHEET

University of Nebraska–Lincoln

May 11, 2010

Request for Proposals #393770

FRESH PRODUCE & RELATED ITEMS PRIME VENDOR CONTRACT

Key Dates, Locations and Times	
Request for Proposal Issued	May 11, 2010
Last Day Vendors May Submit Questions	May 20, 2010
Last Day UNL Will Respond to Vendor Questions	May 24, 2010
Bids Due To: Office of University Services Procurement Services 1700 “Y” Street Lincoln, Nebraska 68588-0645	June 2, 2010 2:00 PM Central Standard Time

NOTE: This is a formal, sealed bid. Fax, email or verbal responses will be rejected.

Questions about the proposal process should be directed to the Procurement Services 402-472-2126.
(Requests for reasonable accommodations under the Americans with Disabilities Act in order to participate in the bids process or questions about complying with the Nebraska Accessibility Policy for electronic and information technology should be directed to the ADA/504 Compliance Officer at (402) 472-8404.)

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PROPOSAL COVER SHEET
UNIVERSITY OF NEBRASKA–LINCOLN

Office of University Services
Procurement Services Department
1700 “Y” Street
Lincoln, Nebraska 68588-0645

VENDOR INFORMATION SHEET
FRESH PRODUCE & RELATED ITEMS
RFP #393770

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) sought by the University of Nebraska–Lincoln and hereby proposes to supply such at the prices stated and in accordance with the Proposal accompanying this cover sheet.

All proposals **MUST** be valid for a period of at least ninety (90) days from the date of proposal opening.

The Bidder represents and warrants that the proposal submitted is not the result of collusion with other eligible Bidders, with any employee of the State or University, 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 fill in the following:

ADDENDA: 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 successful Bidder, on behalf of itself and any Subcontractor to the Contract, agrees that it shall use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. Reference Neb. Stat. §§ 4-108 to 4-114.

BIDDING 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 # _____
Title _____	Fax # _____
Address _____ (Street)	E-mail _____

(City/State/Zip)	

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

SECTION 1.0: GENERAL REQUIREMENTS AND INFORMATION

- 1.1 **Purpose:** The purpose of this request for proposal (RFP) is to provide prospective Vendors with information to enable them to prepare and submit a proposal to provide fresh produce and related items to the University of Nebraska-Lincoln (UNL) food service operations.
- 1.2 **Evaluation Process:** Proposals will be evaluated and a contract awarded in compliance with the University of Nebraska Purchasing Policy. Evaluation/Selection of the successful Bidder will be accomplished by a committee comprised of University of Nebraska food service employees. The award of a purchase contract shall be made to the most responsive Bidder, taking into consideration the best interests of the University, the quality or performance of any articles or services to be purchased, pricing, conformity with specifications, delivery schedules, vendor performance, results of scoring of proposals received by the committee, along with appropriate input from customers, oral presentations, and any other information the University may deem appropriate. Please note: If ALL Bidders fail to meet a specification the University reserves the right to delete that specification. Once the most responsive Vendor is determined, the University may conduct further discussions and negotiation may include, but is not limited to, the scope of work, schedule, and price, and/or request additional presentations and demonstrations to assist in the clarification of contract terms and conditions.
- This process, which includes, but is not limited to the following criteria (listed in no particular order) are among the critical factors, to be considered in the course of evaluation.
- Quality of Products Offered
 - Price
 - Delivery Schedules
 - Ordering Process
 - Vendor Representation
- 1.3 **Samples:** The University reserves the right to request and evaluate (prior to selection of a Vendor), samples of selected produce and related items. Samples will be provided at no charge to the University. The University will be the sole judge of the quality of produce.
- 1.4 **Delivery Requirements:** All deliveries to be F.O.B. Destination and include all transportation/freight costs.
- 1.5 **Financial Information:** Upon request and before final award, Vendor's may be requested to provide the University with financial statement/records demonstrating the Vendor's financial capability to perform this contract. Financial statements requested may include the following: Income/operating statements, Balance Sheets, Cash Flow statements. For a privately held company, this will be considered confidential information. Do not submit financial information/statements at this time.
- 1.6 **References:** Notwithstanding the University of Nebraska, list below references where your company has provided products for a project of similar size, scope and nature as to the one proposed herein.

1. Company Name: _____

Address: _____

City/State/Zip: _____

Contact Name: _____ Email: _____

Phone: _____ Fax: _____

2. Company Name: _____

Address: _____

City/State/Zip: _____

Contact Name: _____ Email: _____

Phone: _____ Fax: _____

3. Company Name: _____

Address: _____

City/State/Zip: _____

Contact Name: _____ Email: _____

Phone: _____ Fax: _____

SECTION 2.0: COMPONENTS OF THE PROCESS

2.1 Requirements - Responding to Specifications: Each Bidder responding to this RFP is expected to submit a well organized, easy-to-read, written proposal, which clearly and coherently provides the information outlined in this RFP. Answers and responses to the information required must be numbered to directly coordinate with the number of the inquiry as it appears in the RFP format presented herein.

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

Lonnie Honeycutt, C.P.M.
1700 Y Street
University of Nebraska–Lincoln
Lincoln, Nebraska 68588-0645
Fax: (402)472-2246
E-mail: unlprocurementservices@unl.edu

For additional information concerning Bidder questions, clarifications and addenda, see Section 3.0: Proposal Submittal Requirements, paragraph 3.3.

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

2.2.2 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 without the approval of the Director of Purchasing.

2.3 Basis of Selection:

2.3.1 The award of a contract, if any, shall be made to the most responsible Bidder, taking into consideration the best interest of the University. While pricing is often an important criterion, it may or may not be determinative. UNL shall establish evaluation criteria and their components before proposals are opened. UNL may waive any 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 schedules, 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, and ability to expand with UNL's needs.

2.3.2 Proposals will be evaluated, and a contract, if any, awarded and performed in compliance with all relevant University of Nebraska policies.

2.3.3 The deliberations of the evaluation committee are confidential, and no representative of a Bidder should directly or indirectly contact any member of the evaluation committee, or any faculty or staff member concerning this RFP, unless permission is explicitly otherwise given to the Bidder by the Procurement Services Department, for the purposes of providing additional information or facilitating the evaluation. Any attempt by a Bidder to contact a member of the evaluation committee or any other faculty or staff member about this RFP can lead to disqualification.

2.3.4 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 or meetings and presentations. The evaluation may include subjective assessment of the proposal materials, including factors not listed specifically in this RFP.

2.4 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. Discussion and negotiation may include, but is not limited to, the scope of work, ordering procedures, delivery schedule, and price.

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

2.6 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 proposals are received by the UNL, UNL reserves the right to negotiate with any firm in order to substantially fulfill the RFP under such terms and conditions as UNL deems best serve its needs.

2.7 Grievances: The UNL grievance procedure can be found at UNL Procurement Services web site.

2.8 Public Information: Bidders' names are public information at the time proposals are opened at the scheduled bid closing time. Until the successful Bidder is determined and announced, UNL will treat all other elements of the proposals as confidential information, not subject to public disclosure. However, once the successful Bidder is announced, then the proposals will be treated as public information, except to the extent that any Bidder gives UNL specific written notice of information it believes to be proprietary, commercial, a trade secret, or otherwise confidential. Should UNL determine that such Bidder-identified information is indeed proprietary or otherwise confidential, then it will not publicly 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 financial statements of privately held companies, if such are a required submission, to be proprietary / confidential. Pricing terms appearing in proposals are 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.

SECTION 3.0: PROPOSAL SUBMITTAL REQUIREMENTS

3.1 Submittals and Bid Opening: **One (1) original and twelve (12) copies of your proposal to this RFP**, marked accordingly, must be received by UNL in the Office of University Services, Procurement Services, 1700 Y Street, University of Nebraska–Lincoln, 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. Bidders are not required to submit twelve (12) copies of the Market Basket(s) on a CD, only one (1) CD needs to be submitted with the original bid document. No proposals received after the opening time will be considered. Bidders may be requested to provide an electronic copy of their proposals. All proposals submitted, along with any exhibits, addenda or modifications shall be the property of UNL.

- 3.2 Delivery of Proposal: Each Bidder is responsible for making sure their proposal is properly addressed / identified. In order to assure proper processing and receipt, your bid submittal should be returned in an envelope (or parcel) and delivered to/addressed as follows: **University of Nebraska–Lincoln, Office of University Services, Procurement Services, 1700 Y Street, Lincoln, NE 68588-0645** along with the applicable “**RFP Number**” and “**Title of Bid**” to which you are responding. If you are delivering your proposal in person, it should be sealed, submitted and labeled in the above manner, and given to an authorized member of the UNL Procurement Services staff. **NOTE: This is a formal, sealed bid. Fax, email or verbal responses will be rejected.**
- 3.3 Bidder Questions, Clarifications, and Addenda Interpretation: It is the responsibility of each Bidder to become familiar with the project requirements. Lack of knowledge concerning the project requirements will not relieve Bidders of the conditions required as responsive to this RFP.

Except in the course of preliminary 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:

Lonnie Honeycutt, C.P.M.
1700 Y Street
University of Nebraska–Lincoln,
Lincoln, Nebraska 68588-0645
FAX (402) 472-2246
E-mail: unlprocurementservices@unl.edu

In order to be given consideration, any requests for interpretation must be received by the dates indicated on the cover page. Any and all interpretations and any supplemental instructions provided by UNL shall be in the form of a written addenda to the Request for Proposal, 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; provided however, that Bidders who were notified of this RFP by accessing the UNL Procurement Services website are responsible to check the website 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 mailing address, e-mail address, and fax number for any response to inquiries. UNL is not responsible for lost or undeliverable responses.

- 3.4 Cost of Preparation: UNL will not be responsible for any costs incurred in preparation or presentation of the Bidder’s proposal.
- 3.5 Bidder Qualification: UNL may make any investigations deemed necessary or request any documentation to evaluate the ability of the Bidder to perform the specifications of this RFP. The Bidder shall furnish UNL with pertinent information and data upon request. UNL reserves the right in its sole discretion to reject any bid based on the facts resulting from an investigation which indicate that a Bidder: (a) is not properly qualified to carry out the obligations of any contract awarded; or (b) presents a public image not in keeping with the professional standards and reputation which UNL expects. Conditional bids will not be accepted.
- 3.6 Exceptions: Any exceptions 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 and 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. Conditional bids will not be considered.

SECTION 4.0: 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.

- 4.1 General: The specifications, terms, and conditions set forth in this RFP and any related award document shall be incorporated by reference, without Bidder exception, into any resulting contract between the University and the successful Bidder. 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.
- 4.2 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 within those 30 days, UNL may immediately cancel the contract.
- 4.3 Contract Assignment: Contracts granted pursuant to this RFP shall not be transferred or assigned without prior written consent of UNL.
- 4.4 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.

- 4.5 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.
- 4.6 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.
- 4.7 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.

In addition, all work done in conjunction with the installation of this project shall meet all applicable laws, statutes, building codes and standards. Vendor agrees to indemnify the University against any loss, cost, liability, or damage by reason of Vendor's violation of any applicable law, executive order or regulation. Successful Bidder shall obtain services of licensed professional engineers from all necessary disciplines involved in designing and constructing the project including, but not limited to: structural, electrical, mechanical engineering, where applicable to said project.

- 4.8 Sexual Harassment: State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibits 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.
- 4.9 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.
- 4.10 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.
- 4.11 Equal Opportunity in Procurement and Contracts, Executive Memorandum No. 21: 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.

- 4.12 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. In the unusual circumstance that the contract should result in the sharing of employee information protected by the law or University of Nebraska policy, information protected by the Health Insurance Portability and Accountability Act, 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.
- 4.13 Subcontractors: The successful Bidder shall not subcontract all or substantially all of any facet of the Proposal without the prior written approval of UNL. The successful 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.
- 4.14 Legislative Funding Out Clause: Notwithstanding any provision in the contract to the contrary, if the legislative body appropriating funds, does not allocate sufficient funds to allow UNL to make any periodic payment agreed to in the contract for any future fiscal period, UNL will not be obligated to pay the contract balance remaining at the time of the governmental funding short-fall.
- 4.15 Parking: UNL shall not be responsible for providing parking for successful Bidder's parking needs. The successful 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 successful Bidder and any temporary 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.
- 4.16 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 and University owned vehicles 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 this tobacco-free policy and fully comply with it.
- 4.17 Use of Premises: To the extent that any contract awarded requires the successful 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 successful 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.
- 4.18 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 successful Bidder's responsibility. Should UNL deem it prudent to dispose of any hazardous waste left on its property, as a result of the successful 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. University Environmental Health Services is to be notified of all hazardous waste issues.

Any non-hazardous waste generated in the performance of this contract must be disposed of by the successful Bidder. The Contractor will be responsible for the removal and disposal of all packaging materials, scrap, debris and construction waste generated by all portions of its work.

- 4.19 Delivery; F.O.B.; Shipping: The successful Bidder shall bear all costs of transportation, packing, crating, delivery, 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, Nebraska. Unless

otherwise specified, all shipments will utilize the best commercial practice to insure safe arrival at the UNL delivery point.

- 4.20 Quantity: With respect to quantity of any good purchased under the contract, UNL need not accept any variation in quantity except as specified in the contract. Over-shipments may be returned to the Bidder at its expense, which shall include a reasonable cost for UNL handling, or be retained by UNL at no increase in price.
- 4.21 Inspection: UNL may, at any time in the course of the contract, sample, inspect and test products / materials and supplies being used in the performance of the contract, including at the point of manufacture. If inspection and tests are made on Contractor's premises, Contractor without additional charge shall provide reasonable facilities and assistance for the safety and convenience of the sampling / testing / inspection personnel. Except as otherwise agreed in writing, all goods, equipment and supplies furnished under the contract shall be subject to final inspection and acceptance by UNL at the delivery destination.
- 4.22 Defective Goods or Work: UNL, notwithstanding any prior acceptance, at its option, may reject or require prompt correction (in place or elsewhere) of any goods, equipment, supplies, or other work, which are defective in material or workmanship or otherwise fail to meet the requirements of the contract. All supplies furnished under the contract shall be subject to inspection at F.O.B. destination, and successful Bidder shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the goods, equipment, and supplies, along with all records of delivery. UNL may, in addition to any rights it may have by law, prepare for shipment and ship the defective goods, equipment, and supplies to the successful Bidder, require the successful Bidder to remove them, or direct a correction in place. The expense of any such remedy shall be borne by the successful Bidder, including any excess cost.
- 4.23 Liens: Successful Bidder warrants that it has title to any goods delivered under the contract and shall deliver same free of all liens, claims, and encumbrances.
- 4.24 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.
- 4.25 Ambiguities: Should the successful Bidder perceive an ambiguity in the contract, the successful Bidder shall request an interpretation from UNL before proceeding. If a successful Bidder fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.
- 4.26 Recycling Policy: When purchasing products, materials, or supplies for use, the University, when making such purchases shall actively pursue the purchase of products, materials, or supplies which are manufactured or produced with at least 10% post-consumer recycled materials. This policy shall not operate when it would result in the purchase of products, materials, or supplies that are of inadequate quality, not readily available or substantially higher in cost. It is the intent of the University to continually increase the percentage produced from post-consumer recycled material, and, to increase each year the types and variety of products, materials, or supplies purchased with post-consumer recycled material.
- 4.27 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.
- 4.28 Legal Relationship: The Contractor shall under no circumstances be considered as an agent or employee of the University and shall have no right or authority to, in any manner, obligate the University to any person or company except as authorized in writing by the University.

- 4.29 Use of University Names and Logos: The Contractor shall not use any University name, sign, logo, symbol, etc. for any purpose, without the prior written approval of the University. Use of University brands generally requires licensing.
- 4.30 Improper Business Relationships and Conflict of Interest Prohibited: In connection with this RFP, each Bidder shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Bidders, the University and any staff and faculty, and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Bidder disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.
- 4.31 Electronic and Information Technology Accessibility: All electronic and information technology procurements, agreements, and contracts shall comply with Section 508 of the Rehabilitation Act of 1998 as amended.
- 4.32 Equal Opportunity Clause Certification of Non-Segregated Facilities, Executive Order 11246: This form is attached and shall be executed by the successful Bidder upon notice of award.
- 4.33 Certificate of Insurance – (reference certificate at end of RFP): Successful Bidder(s) will be required to furnish a certificate of liability insurance with coverages to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file prior to any commencement of work. It is absolutely necessary that "**The Board of Regents of the University of Nebraska is listed as an additional insured**" be added to the face of the certificate for all coverage except worker's compensation. The above statement must be worded in this manner. It is also absolutely necessary that a "**Completed Operations Coverage**" must be included as part of the successful Bidders General Liability.

SECTION 5.0 GENERAL BID REQUIREMENTS AND INFORMATION

5.1 UNL Food Service Facilities:

The University of Nebraska is accepting proposals from prospective bidders to provide fresh fruits and vegetables and related items to campus Food Service operations. The University has nine facilities that will require service under this contract.

5.2 Food Service Facility Locations: There are four (4) Housing Residence Hall Food Service facilities, two (2) Student Union Food Service facilities, one (1) Athletic Department Training / Dining Center, one (1) Dairy Store facility and one (1) UNL Children's Center Food Service facility.

Abel Food Service
860 North 17th Street
Lincoln, Ne. 68588-0602

Cather Food Service
527 North 17th Street
Lincoln, Ne. 68688-0629

Children's Center
1432 "N" Street
Lincoln, NE. 68508-0452

Harper Food Service
1140 North 14th Street
Lincoln, Ne. 68588-0616

Athletic Dining Center
West Stadium
Lincoln, Ne. 68688-0238

Selleck Food Service
600 North 15th Street
Lincoln, Ne. 68588-0621

Student Union City Campus
14th & "R" Street
Lincoln, NE. 68588-0452

Student Union East Campus
35th & Holdredge
Lincoln, NE. 68588-0923

UNL Dairy Store
114 D Food Industry Complex
Lincoln, NE 68583-0902

5.3 Contract Term: The University is interested in identifying one prime vendor to service the nine (9) Food Service facilities with the majority of their produce and related items. The contract period will be three (3) years. Contract effective date will be August 1, 2010 through July 31, 2013. With mutual agreement between the University and the successful Vendor, this contract may be extended for two (2) additional one year periods, however, the contract in it's entirety will not exceed five (5) years.

5.4 Estimated Contract Value:

The value of this contract based on the previous 12 month period is \$850,000.00 This estimated purchase figure is presented as a non-binding approximation and is neither intended as a minimum or a maximum. The University reserves the right to add or delete products to the contract. The University reserves the right to bid certain items due to volume or specialty pricing available as the result of market conditions.

This is not an exclusive contract where all produce items are to be purchased from one sole supplier, however, our intent is to purchase the majority of all produce items from one primary vendor, when possible.

5.5 Reports:

A. A number of computer generated reports will be required by the University. These reports must be specific to UNL, to each respective food service facility. 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.
2. Usage reports (each, cases, boxes, dozens, 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.

Can your company provide the customized reports as described? ____ Yes ____ No

Clarification, if any: _____

- B. 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.

Does your company agree with the conditions in Section 5.5 B: Yes____ No ____

Clarification, if any: _____

- C. What is the time lag between the date the University requests a report and the date the University receives the report? _____ days.
- D. Does your company have the capability to forward reports to the University by e-mail on an Excel Spreadsheet format? _____ Yes _____ No
- E. Please submit a sample of a customized product usage report.
Report Attached _____ Report Not Attached _____

5.6 Sustainability:

UNL is interested in using locally grown produce when the quality, availability and cost are beneficial. The University is currently using “Nebraska Grown” as our definition of Local, but because of or proximity to Kansas and Iowa would consider those products Local also. We expect the vendor to inform us of opportunities to buy “Local Produce”.

Do you agree to support the University’s sustainability efforts and to purchase locally grown produce items from Nebraska, Kansas and Iowa producers? Yes ____ No ____

Does your company currently offer Local Produce when in season? Yes ____ No ____

If Yes, please list products purchased and growing location:

<u>PRODUCT PURCHASED</u>	<u>GROWING LOCATION</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION 6.0 VENDOR REPRESENTATION

6.1 Account Representative and Customer Service Coordinator:

- A. Account Representative: The vendor shall identify 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 fresh produce business and have a demonstrated ability to service this account. This individual is an outside resource for communication between the University, Vendors and Brokers. Activities associated with the Account Representative will include, but are not limited to the following:
1. Facilitate the flow of new product ideas with UNL Food Service Managers to optimize savings and/or cost reduction.
 2. Training of University personnel regarding ordering procedures to maximize UNL's produce savings.
 3. Coordinate with the University the selection and approvals of substitute items.
 4. Communicate with the University to identify potential product conversions from special order status to stock classification.
 5. Meet with University user departments when potential problems exist; for purposes of identifying problems and determining solutions.
 6. Monitor backorders and assure the vendor complies with rapid fills of all backorders.
 7. Monitor fill rates per the contract requirements and submit documentation with explanation for backorder situations.
 8. Provide the University with computer-generated reports as requested.

Does your company agree with the conditions in Section 6.1 A 1 thru 8: Yes____ No ____

Clarification, if any: _____

- B. The University prefers the Account Representative assigned to this account lives in Lincoln, NE
Will UNL's Account Representative be a resident of Lincoln, NE Yes ____ No ____

- C. The vendor shall designate an individual as the "Customer Service Coordinator" to profile daily operational and customer service support. This individual shall be an in house employee that will be available to assist University personnel on a day to day. This individual shall have a minimum of two years experience in the fresh produce business, and have a demonstrated ability to service this account. Activities associated with the customer service coordinator include but are not limited to the following:

1. Must be available 8:00 a.m. to 5:00 p.m. Monday through Friday to assist the University with ordering of warehouse stock items and special order requests.
2. Notify University ordering personnel when out of stock situations arise and assist with filling of order with suitable substitute items.
3. Coordinate the delivery or will-call / pick-up of orders when such requests arise.

Does your company agree with the conditions in Section 6.1 C 1 thru 3: Yes____ No ____

Clarification, if any: _____

- D. The University reserves the right to effect a change in the account representative and the customer service coordinator assigned to this account, if his/her performance is deemed unsatisfactory.

Does your company agree with the conditions in Section 6.1 D: Yes____ No ____

Clarification, if any: _____

SECTION 7.0 ORDERING PROCESS

7.1 Ordering Procedures:

A. Regular Stock Items.

1. The University will place orders by 4:00 p.m. with the Vendor 5 days per week, Monday through Friday.
2. Orders will be placed by telephone, fax, or internet ordering system to Vendor's warehouse/distribution center.
3. All orders placed on business days (weekdays) by 4:00 p.m. will be delivered by 8:30 a.m. the following business day, i.e.:
Orders placed on Mondays by 4:00 p.m. will be delivered by 8:30 a.m. the following Tuesday.
Orders placed on Tuesdays by 4:00 p.m. will be delivered by 8:30 a.m. the following Wednesday.
Orders placed on Wednesday by 4:00 p.m. will be delivered by 8:30 a.m. the following Thursday.
Orders placed on Thursdays by 4:00 p.m. will be delivered by 8:30 a.m. the following Friday.
Orders placed on Fridays by 4:00 p.m. will be delivered by 8:30 a.m. the following Monday.

In the event your company can not meet this order/delivery schedule, on a separate sheet of paper (clearly titled "Order – Delivery Schedule") please list in detail the order/delivery schedule your company can provide.

4. No substitutions on orders will be made without prior approval from the ordering food service facility. Once a substitute item has been approved for a particular order does not mean the substitute item is approved for future orders. Each time the Vendor is out of stock of an item and requests a substitute item be used, the Vendor must get approval from the ordering department.
5. In the event the Vendor awarded this contract is out of stock on a regular stock item and the UNL ordering department does not want to accept the substitute item, the University reserves the right to purchase the item from another produce supplier. If the price paid to the other supplier is more than the contracted price from UNL's prime vendor, the prime vendor may be required to reimburse UNL for the difference in price.

Does your company agree with the conditions in Section 7.1 A 1 thru 5: Yes____ No ____

Clarification, if any: _____

B. Will Call Orders, Special Order Items:

1. Will Call Orders – The University will have occasions where an item is needed immediately. The University will call in the order to the Vendor and dispatch a UNL employee to pick up the item(s). Will Call Orders for Vendor's regular stock items must be available for pick within one hour from order notification

Does your company agree with the conditions in Section 7.1 B: Yes____ No ____

Clarification, if any: _____

Does your company have a warehouse located in Lincoln, NE? Yes ____ No ____

If No, how do you propose to handle emergency / will call orders ? _____

C. Special Order Items – Items not regular stock items for the Vendor:

Explain what your company's ordering process/procedure will be for special order items: _____

7.2 Product Specifications:

- A. It is understood that the contract resulting from this Invitation to Bid will stipulate that the University has complete authority as to the specifications of all products used. However, assistance is desired from the vendor in assisting the evaluation and recommendation of new products / seasonal products, especially those which would result in cost savings to the University.

Does your company agree with the conditions in Section 7.2 A: Yes ____ No ____

Clarification, if any: _____

- B. Vendor will provide the nine (9) ordering departments with stock catalogs listing all items available for purchase from the vendor's warehouse.

Does your company agree with the conditions in Section 7.2 B: Yes ____ No ____

Clarification, if any: _____

Does your company have a web site where UNL can view the produce items (with pricing) you carry in stock? Yes ____ No ____

If Yes, will the pricing viewed reflect UNL's contract price ? Yes ____ No ____

SECTION 8.0 DELIVERIES AND FILL RATES:

8.1 Delivery Process and Procedures:

Vendor's warehouse facilities and delivery vehicles must conform with local, state and federal rules and regulations regarding sanitation. Vendor's warehouse facilities are subject to inspection by UNL or other officials at the discretion of the University. Delivery vehicles must maintain specific temperatures between 35° and 42° Fahrenheit.

- A. Vendor's delivery personnel will be in uniform with the company's name and the delivery persons first name visible.

- B. The Vendor awarded this contract will be required to deliver and off load all produce to a specified area at each of the nine food service facilities and bill each food service facility separately. The vendor is responsible for providing any equipment needed to complete the delivery process.
- C. All deliveries must be made between the hours of 6:30 a.m. and 8:30 a.m. five days per week, Monday, Tuesday, Wednesday, Thursday, and Friday.

The University may elect to receive fresh produce on a “dark drop” method of delivery (deliveries are made after regular receiving hours ie. 1:00 a.m. - 4:00 a.m.).

In the event this form of delivery is desired, the University will negotiate the delivery schedule and requirements with the successful Bidder.

- D. Emergency deliveries may occasionally be required in addition to scheduled deliveries.

How does your company process emergency delivery requests? _____

- E. An itemized delivery ticket will be submitted with each delivery to the ordering UNL Food Service facility clearly showing item, pack/size, quantity ordered, quantity delivered, item price, extended price and total invoice price. All deliveries will be checked in and a receiving invoice signed by an authorized UNL receiving person. 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 that all items were received in good condition or that there is not possible hidden damage over ripe / under ripe, or spoiled product. Any discrepancies discovered at the time of delivery will be noted on the receiving invoice by the UNL receiving person.

- F. In the event shortages occur on the order or products delivered are of unacceptable quality, a UNL food service representative will contact the Vendor with the information and the Vendor will make arrangements to same day re-deliver the items to the UNL Food Service facility.

In the event regular warehouse stock items need to be returned to the vendor due to damage, miss-pick, ordering error, or unacceptable quality, the Vendor agrees to provide the University with a credit memo. The credit memo may be applied to the referenced original billing invoice stated on the credit memo or to any future billing invoice. The University shall not be assessed restocking charges or any other form of return fees for regular stock items.

- G. A one-time approved substituted item does not automatically become identified as an acceptable substitution for future out of stock situations. Each time a substitute item needs to replace an out of stock item, the Vendor’s customer service representative will be required to receive authorization from the University ordering department prior to making the substitution.

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

Does your company agree with the conditions in Section 8.1 A thru G? Yes_____ No _____

Clarification, if any: _____

8.2 Fill Rates:

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

Does your company agree with the conditions in Section 8.2? Yes_____ No _____

Clarification, if any: _____

SECTION 9.0 HACCP REQUIREMENTS

9.1 HACCP Plan:

The University of Nebraska-Lincoln has implemented a HACCP Plan (Hazard Analysis Critical Control Point) for UNL's Residence Hall Food Service operations. As a part of that plan, we are requiring our fresh produce supplier to be HACCP compliant as well.

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

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

If yes, what is your target date for implementation? _____.

SECTION 10.0 PRICING INFORMATION

10.1 Method I and Method II: This bid will be awarded on a Method I: Percent Mark-Up Over Cost basis, or a Method II: Cost Plus Fixed Handling Fee basis.

10.2 METHOD I - Pricing will be based on a Percent Mark-Up Over Cost basis with cost defined as follows:

Vendor's cost will be actual invoice line item cost (cost to include freight charges if any), less all volume incentives or rebates exclusive of payment discount terms.

\$10.00 Cost per case to vendor.
 1.00 Cost per case freight charges (if any).
 11.00 Vendor's cost per case.
- 1.00 Per case/each off invoice allowance/rebate/etc.
 10.00 Vendor's actual cost per case/each.
x 1.055 Vendor's Mark-Up Over Cost (5.5 Percent Mark-Up)
\$ 10.55 Vendor's price per case/each to UNL.

A. Method I - "Percent Mark-Up Over Cost basis" matrix indicated in your initial proposal may not change during the contract period.

B. Explain how your company will mark up less than full case items, (i.e. 3 Honeydews, Lettuce Salad Mix 1 - 5# bag, 2 Squash, 6 onions, etc.) _____

Does your company agree with the conditions in Section 10.2? Yes _____ No _____

Clarification, if any: _____

- 10.3 **METHOD II** - Pricing will be based on a Cost Plus Fixed Mark-Up Per Case / Each basis with cost defined as follows:
Vendor's cost will be actual invoice line item cost (cost to include freight charges if any), less all volume incentives or rebates exclusive of payment discount terms.

\$ 10.00 Cost per case to vendor (includes freight costs).
 1.00 Cost per case freight charges (if any).
11.00 Vendor's cost per case.
- 1.00 Per case/each off invoice allowance
10.00 Vendor's actual cost per case/each.
 2.00 Vendor's per case/each handling fee
\$ 12.00 Vendor's price per case/each to UNL.

- A. Method II – “Cost Plus Fixed Mark-Up Per Case / Each basis matrix indicated in your initial proposal may not change during the contract period.
- B. Explain how your company will mark up less than full case items, (i.e. 3 Honeydews, Lettuce Salad Mix 1 - 5# bag, 2 Squash, 6 onions, etc.) _____

Does your company agree with the conditions in Section 10.3? Yes____ No ____

Clarification, if any: _____

- 10.4 **Weekly Price Sheets:** The Vendor selected for award of this contract will be asked for a price quote sheet each Monday A.M.. Prices quoted on Monday will be guaranteed produce prices for the following Tuesday through Monday order period. Vendor's pricing will be subject to change only on a weekly basis each Tuesday.

Does your company agree with the conditions in Section 10.4? Yes____ No ____

Clarification, if any: _____

- 10.5 **Invoice Audits:** Throughout the life of the contract, the University reserves the right to conduct random audits of Vendor's billing invoices. Purpose of the price audits, will be to monitor compliance with pricing agreement.

Does your company agree with the conditions in Section 10.5? Yes____ No ____

Clarification, if any: _____

- 10.6 **Unacceptable Substitute Items:** In the event the Vendor is unable to deliver a regularly stocked item and a substitute item is unacceptable to the ordering dining facility, the UNL customer has the right to purchase that item from another produce supplier. If the price of that item is higher than the contracting Vendor's price, the contracting Vendor will incur any additional cost to the consuming food service facility.

Does your company agree with the conditions in Section 10.6? Yes____ No ____

Clarification, if any: _____

SECTION 11.0 MARKET BASKET INFORMATION

11.1 Market Basket Spreadsheets:

Attached are spreadsheets listing produce items used by UNL food service facilities (Attachment A – Market Basket Method I: Percent Mark-Up Over Cost basis, Attachment B – Market Basket Method II: Cost Plus Handling Fee Per Case basis). These spreadsheets are not complete lists of all the produce items used by UNL, nor is it a guarantee of future use of products or quantities used by UNL food service facilities. These lists, hereafter referred to as “Market Baskets” will be the instrument the University will use for price comparisons between vendors. It is imperative that the “Market Baskets” be filled out completely and accurately. The prices listed for each item on the market basket shall be based upon your most recent invoice costs dated no later than **May 18 through June 2, 2005**. The University reserves the right to audit invoices used for the preparation of the market basket price list.

11.2 Market Baskets: All Vendors of record will receive the bid document and Market Baskets A, B and C electronically. The Market Baskets are Microsoft Excel 2008 Format. Vendors are required to complete the Market Basket sections of the bid. Bids received with incomplete or no Market Basket information will not be considered for award.

Formulas have been programmed into the spreadsheets to automatically calculate “UNL’s Cost” and “UNL’s Total Cost” columns. Do not change, modify or alter the Market Basket spreadsheets.

Vendors are required to copy/save their Market Baskets to a read/write CD and submit their CD with their bid. Vendors are also required to submit a printed hard copy of their completed Market Baskets. When printing your hard copy of the market basket, you will need to use legal size paper 8 ½” x 14”. Do Not reduce the print size so your spreadsheet will fit on regular size 8 ½” x 11” paper.

Please label your CD with your company’s name.

Bidders are only required to submit one (1) CD with their bid labeled “Original”.

11.3 Market Basket Information:

The following information will assist you with your preparation of the Market Basket section of this proposal.

A. Method I Basis: Percent Mark-Up Over Cost – Market Basket Definitions

Column 1 – Item Number: This is the Market Basket item number assigned to each item in the Market Basket.

Column 2 – Item Description: This is the item description of each item in the Market Basket.

Column 3 – Grade: Defines the grade of each item in the Market Basket. All Bidders are required to bid the grade of produce specified for each item. The University may request documentation from Bidders to verify their grade of each item being bid. Bidders may be requested to provide documentation that all processed fruits and vegetables are provided by AIB certified processors.

Column 4 – Pack/Size: This defines the unit of measure of each item in the Market Basket. In the event your pack size is different than the pack/size specified in this proposal, you must indicate what your actual pack/size is (column #5) and you are required to convert your bid price to that of the Market Basket specified pack/size.

Column 5 – Vendor’s Pack/Size: The University prefers that all Vendors use the “pack/size” as specified in column #4. In the event your pack size is different than the pack/size specified in this proposal, you must indicate what your actual pack/size is and you are required to convert your bid price to that of the Market Basket specified pack/size.

Column 6 – Cases/Each Purch: Defines the approximate number cases, each, pounds, packages, etc purchased by the University during a one year period.

Column 7 – Vendor’s Cost/Cs: This is your invoiced cost per case (or per each) of the produce item from your supplier.

Column 8 - % Mark-Up Over Cost: This is your percent mark up over cost for each particular item. For purposes of this spreadsheet, the University is requiring all Bidders use the following formula: If your percent mark-up over cost is 5 percent, enter 1.05 in this column. If your percent mark-up over cost is 3.5 percent, enter 1.035 in this column. Bidders are not to extend their percent mark-up over cost pricing more than 3 decimal points.

Column 9 – UNL’s Cost/Case: This is the price your company will charge the University per case, each or package for that item. Once you have entered your Vendor’s Cost/Case/Each and the % Mark-Up Over Cost, the spreadsheet has been programmed to automatically calculate UNL’s Cost/Case/Each

Column 10 – UNL’s Total Cost: Cases Purch column times UNL’s Cost/Case/Each column = UNL’s Total Cost. The spreadsheet has been programmed to automatically calculate UNL’s Total Cost.

Under no circumstances are Vendors to modify or change the formulas in the Market Basket spreadsheets.

Vendor’s are required to complete all sections of the Market Basket and enter pricing information for every item in the Market Basket.

NOTICE: Failure to complete all sections and price all items in the Market Basket may disqualify your proposal for further award consideration.

B. Method II: Fixed Markup Per Case Basis – Market Basket Definitions.

Column 1 – Item number: This is the Market Basket item number assigned to each Product in the Market Basket.

Column 2 – Item Description: This is the item description of each product in the Market Basket.

Column 3 – Grade: Defines the grade of each item in the Market Basket. All Bidders are required to bid the grade of produce specified for each item. The University may request documentation from Bidders to verify their grade of each item being bid. All processed fruits and vegetables must be provided by an AIB certified processor.

Column 4 – Requested Pack/Size: This defines the unit of measure of each item in the Market Basket. In the event your pack size is different than the pack/size specified, you must indicate what your actual pack/size is (column #5 Your Pack/Size). If your pack size is different then the requested pack/size you are required to recalculate your Vendor’s Cost (column #7) so it matches the requested pack/size pricing. Example: the Requested Pack/Size is 4/5# - your product is packed 6/5#. Your cost for the 6/5# product is \$10.00 per case. For the Vendor’s Cost column you would need to recalculate your 6/5# cost to be \$0.34/# and multiply your per pound price by 20 (4/5#) and enter \$6.80 in the Vendor’s Cost column.

Column 5 – Vendor’s Pack/Size: The University prefers that all Vendors use the “pack/size” as specified in column #4. In the event your pack size is different than the pack/size specified in this proposal, you must indicate what your actual pack/size is and you are required to convert your bid price to that of the Market Basket specified pack/size. See column #4 explanation.

Column 6 – Cases Purch: Defines the approximate number cases purchased by the University for a one year period.

Column 7 – Vendor’s Cost/Cs: This is your invoiced cost of the produce item.

Column 8 – Handling Fee / Case: This is fixed dollar amount charge you would add to your cost per case for that item.

Column 9 – UNL’s Cost/Case: This is the price your company will charge the University per case for that item. Once you have entered your Vendor’s Cost/Case and the Handling Fee/Case, the spreadsheet has been programmed to automatically calculate UNL’s Cost /Case and UNL’s Total Cost columns.

Under no circumstances are Vendors to modify or change the formulas in the Market Basket spreadsheets.

Vendor’s are required to complete all sections of the Market Basket and enter pricing information for every item in the Market Basket.

NOTICE: Failure to complete all sections and price all items in the Market Basket may disqualify your proposal for further award consideration.

11.4 Contract Pricing: The University may elect to use contract pricing on selected produce items where the University contracts with the prime vendor to purchase items such as lettuce, mushroom, carrots, potatoes, etc. at a contracted/fixed price for a defined period of time, 6 months, 1 year, etc. (reference attachment “C”). Failure to complete the contract pricing spreadsheet in Attachment “C” may disqualify your bid from further award consideration.

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.

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 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