ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with ***all*** the terms and conditions specified in this Request for Proposal.

YES ***X*** I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Company Name
Schwan's Food Service, Inc.

Signature
Lori Dubbeldee

Print Name: ***Lori Dubbeldee*** Date: ***4/15/2016***

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
***SEE	ATTACHED***		

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION
TBD	3.1.10.1	17 OF 58	If the division performs an onsite inspection, the division will be subject to the customary confidentiality, health and safety requirements of the manufacturing facility.
TBD	16	5,6 of 9	• Section 16 B(4): Contractor's Self Insured Retention is $750,000.00 • Section 16 B(5): Contractor will endeavor to provide adequate notice of material changes, a reduction of limits, cancellation or non-payment of policies; however, Contractor's policies will not have this requirement contained within them. • Section 16(c)(2): Contractor's policies provide a manuscripted Blanket Additional Insured endorsement; however, they are not forms CG 20 10 11 85 or CG 20 26 11 85.
TBD	ATTACHMENT D	2 of 9	Section 9(B): • "with or without notice by the State Auditor" shall be modified

			to: "with reasonable prior notice by the State Auditor." • The last sentence of the section should be deleted and replaced with the following: "Contractor shall not be required to disclose its cost of producing the products or any profit margin that Contractor may recognize from sales of the products during the performance of any such inspection or audits."
TBD	ATTACHMENT E	None listed	Indemnification Clause: • Contractor's indemnification shall only apply to the extent caused by Contractor. • The word "solely" shall be deleted from sentence three. • Section A(4): Professional Liability Insurance is not carried by Contractor based on the types of services provided and good sold as contemplated pursuant to this

			RFP and the requirement shall be waived. • Section B(1): Contractor's policy specifically states that additional insured status only extends to the limits specified by the contract or agreement; accordingly, the State of Nevada cannot be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. • Section C: Contractor will endeavor to provide adequate notice of material changes, a reduction of limits, cancellation or non-payment of policies; however, Contractor's policies will not have this requirement contained within them.