

**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-6500
Fax: 402-471-2089

| | |
|---|--|
| SOLICITATION NUMBER | RELEASE DATE |
| RFP 4660Z1 | March 20, 2014 |
| OPENING DATE AND TIME | PROCUREMENT CONTACT |
| May 2, 2014 2:00 p.m. Central Time | Michelle Thompson / Nancy Storant |

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4660Z1 for the purpose of selecting a qualified contractor to provide Cafeteria Services.

Written questions are due no later than April 15, 2014, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

A Pre-Proposal Conference and Walk Through with mandatory attendance will be held on Thursday April 10, 2014 from 2:00 – 4:00 PM at Joint Force Headquarters, 2433 NW 24th Street, Lincoln, NE 68524-1801.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

IMPORTANT NOTICE: Pursuant to § 84-602, all state contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 WILL BE POSTED FOR PUBLIC VIEWING.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://das.nebraska.gov/materiel/purchasing/rfp.htm>

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies bidder maintains a drug free work place environment.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev Stat §73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

ARO: After Receipt of Order

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same businesses from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: See Contract Management.

Contract Management: The management of contracts made with vendors, including negotiating and ensuring compliance with the terms and conditions, as well as documenting and agreeing on any changes or amendments that may arise during its implementation or execution. It can be summarized as the process of systematically and efficiently managing contract creation, execution, and analysis for the purpose of maximizing financial and operational performance and minimizing risk.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with 'Renewal Period.'

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in 'Installation by Contractor', and 'Installation by State', as found in the RFP, ITB (written solicitation) or contract are completed.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back. .

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any "Critical Program Error."

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A written objection to a proposed award by a vendor to the same written solicitation.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so who seeks to provide goods or services under the terms of a written solicitation.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4660Z1 for the purpose of selecting a qualified contractor to provide Cafeteria Services.

A contract resulting from this Request for Proposal will be issued for a period of one (1) year from date of award, with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://das.nebraska.gov/materiel/purchasing/rfp.htm>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

| | ACTIVITY | DATE/TIME |
|-----|--|--|
| 1. | Release Request for Proposal | March 20, 2014 |
| 2. | Last day to submit "Notification of Intent to Attend Pre-Proposal Conference and Walk Through". A completed form is required per person as a background check will be performed before the scheduled Mandatory Pre-proposal Conference and Walk Through. | April 3, 2014 |
| 3. | Mandatory Pre-Proposal Conference and Walk Through Location: Joint Force Headquarters 2433 NW 24 th Street Lincoln, NE 68524-1801 <i>* Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.</i> | April 10, 2014 2:00 – 4:00 PM Central Time |
| 4. | Last day to submit written questions after Pre-Proposal Conference and Walk Through | April 15, 2014 |
| 5. | State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm | April 23, 2014 |
| 6. | Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 | May 2, 2014 2:00 PM Central Time |
| 7. | Review for conformance of mandatory requirements | May 2, 2014 |
| 8. | Evaluation period | May 5, 2014 – May 16, 2014 |
| 9. | "Oral Interviews/Presentations and/or Demonstrations" (if required) | To Be Determined |
| 10. | Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm | May 22, 2014 |
| 11. | Contract award | June 2, 2014 |
| 12. | Contractor start date | June 2, 2014 |

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Michelle Thompson / Nancy Storant
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-6500
Facsimile: 402-471-2089
E-Mail: as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Cafeteria Services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations;

3. state staff and/or contractor staff present at the Pre-Proposal Conference and Walk Through when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4660Z1; Cafeteria Services Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Michelle Thompson / Nancy Storant, showing the total number of pages transmitted, and clearly marked "RFP Number 4660Z1; Cafeteria Services Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

| <u>Question Number</u> | <u>RFP Section Reference</u> | <u>RFP Page Number</u> | <u>Question</u> |
|------------------------|------------------------------|------------------------|-----------------|
| | | | |

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

E. PRE-PROPOSAL CONFERENCE AND WALK THROUGH

A pre-proposal conference and walk through will be held on the date, time and location shown in the Schedule of Events. Attendance at the pre-proposal conference and walk through is mandatory in order to submit a proposal. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders attending the pre-proposal conference and walk through may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of conference attendees will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal conference and walk through shall not be binding on the State of Nebraska.

1. NOTIFICATION OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE AND WALK THROUGH

Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend Pre-Proposal Conference and Walk Through" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events. A completed form is required per person as a background check will be performed before the scheduled Mandatory Pre-proposal Conference and Walk Through.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the

specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

I. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

J. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview shall include but is not limited to;
 - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract; and
2. Technical Approach.

State Statute 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked “yes” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

- a.** Documentation from the United States Armed Forces confirming service,
 - b.** Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
 - c.** Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
 - d.** Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.
- Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

State Statute 71-8611 allows for a preference with respect to vending facilities in any state-owned building or on any property owned or controlled by the state, priority shall be given to blind persons, except that this shall not apply to the Game and Parks Commission or the University of Nebraska. This priority shall only be given if the product price in the bid submitted is comparable in price to the product price in the other bids submitted for similar products sold in similar building or on similar property and all other components of the bid for a contract, except for any rent paid to the State, are found to be reasonably equivalent to other bidders. Blind persons must be licensed by the Commission for the Blind and Visually Impaired pursuant to its rules and regulations

Therefore, if a blind person submits a bid in accordance with Neb. Rev. Stat. §71-8611 to a vending services RFP and has checked “yes” requesting priority/preference to be

considered in the award of this contract, the following will need to be completed by the State Purchasing Bureau.

- a) Product Price Comparability Determination;
- b) Reasonably Equivalent Determination on all other components of the bid, except for "Rent Paid to the State."

Note: For purposes of the Commission for the Blind and Visually Impaired Act per State Statute 71-8603, Vending facility means:

- (a) Cafeterias, snackbars, cart services, shelters, counters, shelving, display and wall cases, refrigerating apparatus, and other appropriate auxiliary equipment necessary for the vending of articles approved by the office, agency, or person having control of the property on which the vending facility is located; and
- (b) Manual or coin-operated vending machines or similar devices for vending articles approved by the office, agency, or person having control of the property on which the vending facility is located;

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

- 1. Signed in ink Request For Proposal For Contractual Services form;
- 2. Corporate Overview; and
- 3. Technical Approach.

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

P. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the “Request For Proposal For Contractual Services” form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder’s inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder’s proposal. Bidders should include completed Section III with their proposal response

A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed in ink Request for Proposal form and the Contractor’s Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor’s Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------------|---------------------|---|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at: <http://www.das.state.ne.us/materiel/purchasing/agency-services-procurement-manual/ProtestGrievanceProcedureForServices.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

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

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

| | |
|---------------------------|-------------------------|
| Coverage A | Statutory |
| Coverage B | |
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |

b. COMMERCIAL GENERAL LIABILITY

| | |
|---|----------------------------|
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 any one person |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Fire Damage | \$50,000 any one fire |
| Medical Payments | \$5,000 any one person |

c. COMMERCIAL AUTOMOBILE LIABILITY

| | |
|-------------------------------|-----------------------------------|
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
|-------------------------------|-----------------------------------|

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance

\$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 1526 K Street, Suite 130, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all

services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------------|---------------------|---|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the

Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
| | | | |
| NOTES/COMMENTS: | | | |

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE AND FEDERAL PROPERTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
| | | | 1. |
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| NOTES/COMMENTS: | | | |

The contractor shall be responsible for the proper care and custody of any State and Federal-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State and/or Federal for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

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

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

X. NOTIFICATION

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

During the bid process, all communication between the State and a bidder shall be between the bidder’s representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau;
 - j. Misuse of property, equipment or violation of security procedures.

Z. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State’s discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State’s right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

AA. ASSURANCES BEFORE BREACH

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

BB. PERFORMANCE BOND

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

The selected contractor may be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be \$10,000.00. The check or bond, if required, will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

CC. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

DD. AUDIT REQUIREMENTS

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

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of seventy-five (75) full months from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

EE. TAXES

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state and/or federal-owned facility is the responsibility of the contractor.

FF. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

GG. CHANGES IN SCOPE/CHANGE ORDERS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------------|------------------|--|----|
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| NOTES/COMMENTS: | | | |

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

HH. SEVERABILITY

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

II. CONFIDENTIALITY

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

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

JJ. PROPRIETARY INFORMATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
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| | | | 1. |
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| NOTES/COMMENTS: | | | |

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

KK. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly

induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

LL. ETHICS IN PUBLIC CONTRACTING

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person’s vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

MM. INDEMNIFICATION

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

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor’s sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

NN. NEBRASKA TECHNOLOGY ACCESS STANDARDS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
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| | | | 1. |
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| NOTES/COMMENTS: | | | |

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

OO. ANTITRUST

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

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

PP. DISASTER RECOVERY/BACK UP PLAN

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

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

QQ. TIME IS OF THE ESSENCE

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

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

RR. RECYCLING

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

SS. DRUG POLICY

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

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

TT. NEW EMPLOYEE WORK ELIGIBILITY STATUS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | |
|------------------|------------------|--|----|
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| NOTES/COMMENTS: | | | |

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic

verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

UU. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The State is requesting proposals for the operation of a cafeteria in the Joint Force Headquarters Building (JFHQ), Nebraska Military Department, Lincoln, Nebraska, hereinafter called "Cafeteria". The Cafeteria includes approximately 1,389 square feet of space on the first floor of the JFHQ, which contains some food preparation space, food dispensing area, food storage, dishwashing area, office space, and Dining/Cashiers space consisting of approximately 694 square feet.

The requirements included within these specifications shall be for the right to joint use and joint occupancy of the designated areas of the Cafeteria after normal business hours. These designated areas, are to provide for cafeteria operations for the visitors to and employees housed in and near the JFHQ. The Contractor shall be granted the non-exclusive right to sell food and non-alcoholic beverages and to perform all functions as further described herein for a term of one (1) year, with an option to renew annually for up to two (2) additional one (1) year periods.

B. UTILITIES AND RENT

Contractor is responsible for paying for utilities and rent. Estimated annual usages are as follows: \$75.00 for utilities and \$75.00 for rent. These prices are set for twelve (12) months following the signing of the contract. Upon renewal period, prices for utilities and rent may be subject to change based on annual usages.

The NMD shall provide heating, air circulation and air conditioning service to the Cafeteria to the same extent as provided to building spaces. The NMD shall further provide and the Contractor shall be responsible for paying the electrical power, natural gas, water and sewer connections at a monthly cost determined annually.

C. OPERATION MANAGEMENT PLAN

Bidder must present a clear description of its proposed approach to the operation of the Cafeteria. The Plan should include details on: staffing levels, to include management or supervisory personnel, food preparation, serving, cashiering, and clean up; menu selection and price, including portion and/or item sizing, and grade and quality of the food products; variety; flexibility; carry-out, and catering or other options; extended hours (if proposed); and other innovative or unique ideas that will best serve the need of employees and visitors to the JFHQ.

1. MENU SELECTION

- a.** Bidder must describe the proposed method of marketing of meals and/or a la Carte items based on the operation management plan. Complete pricing information for meals (a minimum of one main line protein item with a minimum of two side items), a la Carte items to include but not limited to fresh fruit, salad bar, grab and go items (for example: hamburgers, hot soup, chili, hot dogs, pizza, etc.) must be clearly stated.

- b. Each bidder will provide a full description of meals it intends to make available to diners. The menu must include:
 - i. A listing of the a la Carte items for lunch and snacks.
 - ii. The weight in ounces of items included in a meal.
 - iii. The calorie content of meals or a la Carte items.
 - iv. A description of salad bar items with a per ounce flat rate.
 - v. A description of desert options available to include approximate portion size.
 - vi. A description of beverage options available.
 - vii. A description of the method of payment for meal.
- c. Each bidder must submit as part of their proposal a listing/description of a typical daily/weekly menu, which includes a la Carte items available as well as a complete meal contemplated as part of the menu as outlined above.

2. PRICING

- a. Pricing for a la Carte items and complete meals, concessions and vending must be held firm for the first six (6) months of the initial contract period. If adjustments are necessary at the end of this period, a request for increase must be submitted in writing to the State Purchasing Bureau via the Contracting Officer at least thirty (30) days prior to the effective date and accompanied by supporting manufacturer's documentation indicating percentage of increase.
- b. Pricing - A detailed price listing is required to be included in the proposal. Pricing as shown in the proposal may not be changed except upon the written agreement of the State.
- c. Menu items sold by Contractor will be subject to sales tax unless the purchaser is tax exempt under the State Statutes, if applicable.

3. WELLNESS OPTIONS

Contractor may be required to partner with the State to help implement marketing mechanisms to further encourage healthy choices. Marketing mechanisms may include such things as making healthier choices more plentiful, more visible and less expensive compared to their less healthy counterparts. Bidders must include an option for such implementation in their proposal.

Contractor is required to label various food choices with the wellness-options logo to identify 'healthy' food choices.

a. WELLNESS-OPTIONS 'HEALTHY CRITERIA'

i. FOODS

- a) Less than 500 calories per serving
- b) Less than 20% of total calories (% daily value) from Total Fat per serving (Nuts and seeds exempt from restrictions).
- c) Less than 25 grams of Carbohydrates per serving (Fruit in any form is permitted, regardless of carbohydrate count).
- d) Less than 200 mg sodium per serving

ii. BEVERAGES

- a) Juice: Fruit and vegetable juices should contain 100% juice
- b) Low-calorie: Beverages containing less than 50 calories per 12 oz serving

NOTE: Contractor can provide a list to the Contracting Officer of 'Items for Consideration and Review' (with the nutritional breakdown) at any time to determine if food/beverage items can be labeled as a 'healthy' food choice.

Contracting Officer can change the percentage of 'healthy' food items at any time. Nutritional analysis should be based on each item's food label. If a food label is not available (such as cafeteria prepared foods), contractor must conduct their own recipe analysis to determine the nutritional breakdown with the use of a credible system/tool. This analysis will determine if it meets the 'healthy' criteria, which should be provided to the Contracting Officer upon request.

4. HOURS OF OPERATION

- a. The minimum operating hours of the Cafeteria Services shall be from 9:00 A.M. to 2:00 P.M., Monday through Friday except for federally observed holidays, authorized days off, and building and work shutdowns for any reason. Prime meal hours will be 11:00 A.M through 1:00 PM. Monday through Friday.
- b. Bidders may provide in their bid a section addressing extended hours, with an explanation of the rationale for the extended hours.
- c. Bidders must specify in their proposal the planned serving hours for lunch and snacks.

Federally observed holidays include the following:

| | |
|-----------------------------|---|
| New Year's Day | January 1 |
| Martin Luther King, Jr. Day | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 (or the nearest Friday or Monday) |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Friday following Thanksgiving |
| Christmas Day | December 25 (or the nearest Friday or Monday) |

The Contractor may request a change in the operating hours based on business demands and cost considerations. The operating hours cannot be changed without first obtaining the Contracting Officer's written approval, which shall not be unreasonably withheld.

5. CATERING AND DINING/CASHIERS SPACE

The Contractor may perform catering operations for tenants of or visitors to the building during normal business hours, but such catering shall be secondary to its primary function of providing food service in the Cafeteria. The Contractor may not close off any portion of the dining or serving area within the Cafeteria for a catering event during prime meal hours (11:00 A.M through 1:00 PM. Monday through Friday), and may not at any time close the Cafeteria in its entirety for a catering event during normal operating hours. Rooms or locations for such catered events when in other than the Cafeteria must be requested by the Contracting Officer, and no guarantee is made that such room requests by the Contractor will be approved.

6. STARTING DATE

The start date of the Cafeteria operation shall as listed in the Schedule of Events. Bidders should identify in their bid whether an earlier start date is possible or suggested, and include a timeline during which Contractor will need access to the Cafeteria to prepare to start Cafeteria operations.

7. SIGNS AND SIGNAGE

The Contractor will not place, cause to place or maintain on or about the Cafeteria, any permanent signs, promotional posters, banners or similar materials without first obtaining the Contracting Officer's approval. The Contractor will also first obtain the Contracting Officer's approval before placing or maintaining any temporary decorations, lettering or advertising matter on the floor, wall or ceiling surfaces or any window or door of the JFHQ. The Contractor will maintain such approved signs, posters, banners, in good condition and repair at all times. All signs and signage will be at Contractor's expense.

Bidder should outline in the proposal response the need, desire and a description of any signage proposed.

8. PARKING

The Contractors employees will park in designated JFHQ parking areas.

D. BUSINESS REQUIREMENTS

1. CONTRACTOR'S DIRECT OPERATING COSTS OF FOOD SERVICE

The Contractor shall pay all costs incurred in connection with operating the Cafeteria. The term "costs" as used in the preceding sentence means all costs directly attributable to the operation of the Cafeteria hereunder, and the term specifically includes, but is not limited to, the following costs:

- a. Salaries and benefits of the Contractor's employees.
- b. All taxes and fees imposed by federal, state or local authorities in connection with the provision of the Cafeteria services, and employment
- c. All food, beverages, supplies, and food service related expenses necessary for the efficient, economical and sanitary operation of the Cafeteria, including, but not limited to, the following:
 - i. Food Inventory.
 - ii. Supplies, including cleaning supplies.
 - iii. Labor, including all personnel who are directly involved with the food service operations.

- iv. Uniforms.
- v. Table Linen.
- vi. Telephone, Data, and Facsimile service.
- vii. Printing and Stationary Supplies.
- viii. Flowers and Decorations.
- ix. Bookkeeping and Payroll Preparation.
- x. General Supervision, including hourly and salaried personnel.
- xi. All food service related inspections, permits and licenses necessary for the proper operation of food services.
- xii. Rent.
- xiii. Grease waste collection and removal.

2. FACILITY, EQUIPMENT, AND SERVICES PROVIDED BY THE NEBRASKA MILITARY DEPARTMENT (NMD)

The NMD will make available to the Contractor food preparation, food service and office, dining areas and storage areas, equipped as described in the Inventory, and ready to operate. The NMD will make routine repairs and replacements of equipment and furnishings in such areas and furnish building maintenance services therein. Any equipment or facilities damaged by negligence or improper use or care on the part of the Contractor or Contractor's employees, sub-contractors, representatives, agents, invitees, or guests will be repaired or replaced by the Contractor or at the Contractor's expense to the satisfaction of the NMD.

The NMD will provide routine repair and maintenance of the space provided to the Contractor, and will supply and pay for utilities including gas, electricity, water, trash removal, recycling, and sewage. The NMD will provide access to telephone, fax and computer lines, but the costs of such lines and service shall be paid by the Contractor.

All production and serving equipment, service ware, tables and seating and other moveable equipment and furnishings existing at the commencement of the contract shall be and remain the property of the NMD. NMD shall be responsible for maintaining such equipment and furnishings in good working condition and repairing them in a timely manner, except for such repairs as may be required by reason of the acts, misuse or neglect of the Contractor or Contractor's employees, sub-contractors, representatives, agents, invitees, or guests and except as otherwise provided in the contract.

NMD will establish a preventive maintenance schedule for the equipment and will coordinate with the Contractor at least monthly reviews of the use and care of the equipment.

3. CONTRACTOR OWNED EQUIPMENT, FURNISHINGS

Any additional equipment and/or furnishings required by the Contractor in the operation of the Cafeteria shall be the responsibility of the Contractor and provided at the Contractor's expense. Any additional equipment and/or furnishings requested by the Contractor to be placed in the public areas of the Cafeteria shall be approved in advance by the Contracting Officer. Any cost of additional utility extensions or connections to the additional equipment and/or furnishings requested by the Contractor shall be installed at the Contractor's expense and will be coordinated through the Contracting Officer and Facility Management Office for NMD. Any permanent modifications to the facilities become the property of the NMD. Any cost of repair, maintenance or replacement of Contractor owned equipment shall be borne by the

Contractor. The cash register(s) and debit/credit card readers are to be provided and maintained by the Contractor.

4. INVENTORY

Copies of a current Inventory of Equipment, Furnishings, Kitchen Prep Equipment, Service Ware, and Serving Ware will be available to bidders at the Mandatory Pre-proposal Conference and Walk Through. The NMD Building Manager will take a physical inventory prior to the date of occupancy of the premises by the Contractor and after contract signing. The Contractor may elect to be present during the inventory. A copy of the updated inventory will be signed by the Contractor and the Contractor will be provided a copy of the signed inventory.

5. REPLACEMENT COSTS AND INVENTORY

The Contracting Officer or his designee will perform a 10% property monthly inventory and a 100% annual inventory. The Contracting Officer will coordinate all inventory dates with the Contractor. The Contracting Officer or his designee will also perform a 100% inventory upon expiration or termination of this contract. The Contractor may elect to be present during the inventory. A copy of the updated inventory will be signed by the Contractor and the Contractor will be provided a copy of the signed inventory.

The NMD will review all inventories that reflect a loss or damage. The Contractor may be asked to repair or replace, within 30 days, any equipment provided by the NMD that was lost, damaged or destroyed. Replacement purchases by the Contractor will conform exactly to weights, standards, and specifications of kitchen equipment provided by NMD. If exact replacements cannot be obtained the NMD will establish the fair market value or approve a substitute for the items.

In the event equipment was lost, damaged or destroyed after normal business hours during joint use and/or joint occupancy, the responsibility to cure will not be on the Contractor.

6. REPORTS AND FINANCIAL STATEMENTS

The Contractor shall provide NMD with a Monthly Sales Report to be completed and delivered by the tenth day of the following month. Such reports shall include at least the following breakdowns: sales and other revenues, food costs, labor costs, supply costs, and other fixed and non-fixed costs, and total profit/loss. Catering costs, if catering is provided, shall be broken out separately, but to the same level of detail.

The Contractor shall also provide an annual report for the year within thirty days of the end of the contract year.

The Contractor shall maintain accurate and current books and records in connection with the Food Service Operation, including an annual independent review of the financial statements, and shall retain such records for three years. NMD shall have the right to review such records during regular business hours. This will include all vendor invoices, payroll documents, client invoices, cash receipts, sales receipts, independently audited financial statements, and any other Contractor documents, books, and records created by or used for the operation of food service within the NMD Cafeteria.

7. POLICY CONTROL

All general and specific policies connected in any way with the food service operations will be formulated by the Contracting Officer and implemented by the Contractor. The Contractor will not cause, by its own directive, any policy to be set or enacted without proper authorization from the Contracting Officer.

8. ACCESS BY THE NMD

The NMD reserves the right to enter, occupy, and use the Cafeteria. The NMD further reserves the right to inspect the Cafeteria at any time, but the NMD shall not interfere with Cafeteria operations from 10:00 A.M. to 2:00 P.M. if food service is being actively provided.

9. SANITATION

- a. The Contractor shall maintain sanitation conditions commensurate with the strictest city or state laws and regulations at all times.
- b. The Contractor will be responsible for the cleaning and sanitation of the food preparation area, the main serving area, cash register area, office, and the dining areas.
- c. The Contractor is responsible for cleaning and the coordination of painting the walls, ceilings and cleaning and maintaining floors. The Contractor will be responsible for pest control services within the food service area.
- d. The Contractor, on a monthly basis; will meet with the Contracting Officer or his designee to jointly inspect equipment, review preventative maintenance schedules, and review equipment cleaning and maintenance practices of the Contractor staff.
- e. The designated responsibilities of each party are listed below and any omission from this list does not constitute waiver of responsibility by either party.

10. RESPONSIBILITY MATRIX

| RESPONSIBILITY | NMD | CONTRACTOR | COMMENT |
|--|-----|------------|----------------------|
| Cleaning Kitchen Floors | | X | Sweep and Mop |
| Cleaning Serving Area Floors | | X | Sweep and Mop |
| Cleaning Dining Area Floors | | X | Sweep and Mop |
| Cleaning Table Tops, Main Dining | | X | After each meal time |
| Cleaning Table Tops, Additional Areas | | X | After each meal time |
| Cleaning Seating Surfaces, Main Dining | | X | After each meal time |
| Cleaning Table legs, stands, supports | | X | As or If Needed |
| Cleaning Chairs, all surfaces | | X | As or If Needed |

| RESPONSIBILITY | NMD | CONTRACTOR | COMMENT |
|---|-----|------------|-----------------|
| Repairing all tables/chairs, counters | X | | As or If Needed |
| Repair kitchen equipment, fixtures | | X | As or If Needed |
| Replace kitchen equipment, fixtures | X | | As or If Needed |
| Cleaning kitchen, walls, and ceilings | | X | As or If Needed |
| Wax of floors in the 1st floor area | X | | As or If Needed |
| Painting, any kitchen area | X | X | As or If Needed |
| Replacing Ceiling Tile | X | | As or If Needed |
| Window cleaning, kitchen | | X | As or If Needed |
| Trash removal, kitchen & main dining areas | | X | As or If Needed |
| Trash removal, all other areas | X | | |
| All equipment used by Contractor for food service | | X | |
| Purchase/Repair/Replace Access system | X | | As or If Needed |
| Cleaning all small wares, service ware | | X | |
| Cleaning vent surfaces, kitchen & equipment | | X | |
| Cleaning exhaust hood surfaces, all areas | | X | |
| Cleaning a/c ductwork filters | X | | |
| Cleaning exhaust ductwork, internal filters | X | | |
| Cleaning exhaust hood primary filters | | X | |
| Applying & Removing Decorations | | X | |
| Cleaning table linens and accouterments | | X | |
| Removal of Contractor signage/posters | | X | |
| Installation of signs | X | | |
| Recycling or Trash Removal from Cafeteria to identified dumpsters | | X | |
| Repair of Telephone and Fax lines | X | | |
| Repair/Troubleshooting of Telephone and Fax services | | X | |
| Proper Grease Waste collection and removal | | X | |

11. ANNUAL REVIEW AND SPECIAL MEETINGS

The NMD and the Contractor shall meet at least annually to formally review service, pricing and other operational issues. The Contracting Officer and the Contractor may meet more often upon request of either party.

The Contractor will host and attend any regularly scheduled meetings with the Contracting Officer as requested. Customer likes and dislikes will be discussed as well as menu patterns and frequency, style of service, service hours, and service locations. The Contracting Officer will assign a designated representative to participate in and monitor said committee which will include representatives from all areas of the NMD. The Food Committee will make suggestions and recommendations only, and will be used by the Contracting Officer and the Contractor to determine the likes and dislikes of the food service patrons as a whole.

12. SMOKING

The JFHQ is a no smoking building with designated smoking areas on the west side of the building.

13. CUSTOMER BASE

Current number of employees working in or around the NMD: approximately 290
Employees housed on the Lincoln Air Base: approximately 940
Registered Visitors to the JFHQ Building in a year: approximately 10,000

14. ACCESS TO WORK AREA BY CONTRACTOR

The Contractor and its employees and agents may enter the Cafeteria area between the hours of 5:30 AM and 5:00 PM. If access is required during non-public times, they must coordinate with the Lincoln Air Base Security to be escorted into the work area and will notify the Contracting Officer.

15. LOCKS/KEYS TO THE NMD CAFETERIA

The NMD shall provide two (2) sets of keys to the kitchen area. The Contractor agrees not to change or add any locks to any doors in the kitchen area. If the Contractor desires any such change or additional locks, a written request shall be made to the Contracting Officer explaining such request. This request must be approved in writing by the Contracting Officer before any such change may be made. Changes may require coordination, approval and installation by NMD Facilities Department.

16. ADDITIONS, ALTERATIONS OR IMPROVEMENTS

It is the intent of the NMD that the appearance and decor of the Cafeteria will remain substantially as is.

The Contractor shall not make any unapproved additions, alterations or improvements in or to the JFHQ or Cafeteria area, including, but not limited to the installation of fixtures, appliances, or equipment or the painting or changing of the JFHQ and Cafeteria or any parts thereof. Should the Contractor desire any such additions, alterations or improvements, it may submit a written request to the Contracting Officer outlining the need and desire for such changes. This request must be approved in writing by the Contracting Officer before any such change may be made. If approved, the cost of any additions, alterations or improvements shall be borne by the Contractor unless otherwise agreed upon between the parties. All additions, alterations and improvements authorized by the Contracting Officer and made by the Contractor shall become the property of the NMD upon the expiration or termination of the contract.

However, the NMD may, at its option, require the Contractor to remove at the Contractor's cost and expense, any such additions, alterations or improvements at the end of the contract term or any renewal thereof. Alterations or improvements may require coordination, approval and installation by NMD Facilities Department.

17. MAINTENANCE AND REPAIR OF THE CAFETERIA

The NMD, at its sole expense, shall maintain, in good condition and repair, the exterior and interior portions, including heating and ventilating systems, fume hoods and related ductwork of the JFHQ and Cafeteria area. The Contractor shall give the Contracting Officer timely notice of the necessity for repairs that come to the attention of the Contractor.

Acts of misuse or neglect by the Contractor, or Contractor's employees, sub-contractors, representatives, agents, invitees, or guests, shall be the responsibility of the Contractor and the Contractor shall pay for all related costs of repair or replacement. The Contractor shall give the Contracting Officer timely notice of the necessity for repairs coming to the attention of the Contractor Manager's.

All repairs and replacements requested by the Contractor shall be equal in quality to original work and materials and be subject to the Contracting Officer's written approval.

The Contractor shall be responsible for maintaining the Cafeteria in as good condition as it exists at the commencement of this contract and keeping them in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests and in compliance with all applicable laws, rules and regulations of the State of Nebraska and any governmental unit having jurisdiction over the Cafeteria. The Contractor shall provide its own janitorial service for the Cafeteria. As necessary or as required by licensure or regulation requirements, equipment and furnishings needing to be moved shall be coordinated with the Contracting Officer and the Contractor. The Contractor shall be responsible for thoroughly cleaning the floors and walls.

18. SALE OF ALCOHOL

The use, sale, or serving of alcohol or alcoholic beverages from the Cafeteria is absolutely prohibited except for special events preapproved by the Adjutant General and the Contracting Officer.

E. CONTRACTOR RESPONSIBILITIES

1. Janitorial Services
2. The NMD shall provide the Cafeteria with trash receptacles and the Contractor shall be responsible for removing all refuse to a centrally located refuse area west of the JFHQ Building. The NMD shall provide for refuse removal from the Air Base.
3. Grease Removal.
4. However, such refuse shall not include grease. The Contractor shall arrange and pay the cost of removal of grease in a manner approved by the Contracting Officer.
5. Upon the signing of the contract, the contractor is to provide a list of employee names and social security numbers.

F. ALTERNATIVE PROPOSALS

The State, at its sole discretion, may entertain alternative proposals, or proposals which deviate from the Request for Proposal requirements, provided the contractor also submits a proposal for the work described herein. Alternative proposals may be considered if overall contract performance would be improved but not compromised, and if they are in the best interests of the State of Nebraska and the NMD. Alternative proposals must be accompanied by a separate Technical Proposal which clearly identifies deviations from the primary proposal, and allows such deviations to be fully evaluated. A full cost proposal for each alternative proposal must be submitted in accordance with the requirements of this Request for Proposal. Alternative proposals will be evaluated only after the primary proposal has been evaluated.

G. SCOPE OF WORK

All bidders must submit their proposed menus or products with pricing in order for the State to conduct a Product Price Comparability Determination to evaluate if priority shall only be given to a blind person per 71-8611.

A Product Price Comparability Determination will be determined by requiring all bidders to submit their proposed menus or products with pricing in order for the State to conduct a Product Price Comparability Determination to evaluate if priority shall only be given to a blind person per 71-8611.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of three (3) sections:

1. SIGNED in ink "State of Nebraska Request For Proposal For Contractual Services" form;
2. Corporate Overview; and
3. Technical Approach.

a) REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

b) CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and

any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past three (3) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past three (3) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a) the time period of the project;
 - b) the scheduled and actual completion dates;
 - c) the contractor's responsibilities;
 - d) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
 - e) each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

Bidder must provide a proposed staffing matrix that identifies the proposed staffing organization, functional responsibilities, and key personnel and hours.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i.** name, address and telephone number of the subcontractor(s);
- ii.** specific tasks for each subcontractor(s);
- iii.** percentage of performance hours intended for each subcontract; and
- iv.** total percentage of subcontractor(s) performance hours.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- a.** Understanding of the Cafeteria Food Service Needs;
- b.** Proposed Approach, to include general description of the type of food service proposes, and goals for the NMD;
- c.** Detailed Plan to include, but not limited to, proposed hours, staffing, menu, quality of product, portions, variety, prices and catering;
- d.** Alternatives, unique or innovative ideas to provide quality food service to the NMD; and
- e.** Exceptions or exemptions requested from the bid specifications.

Form A

Bidder Contact Sheet

Request for Proposal Number 4660Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

| Preparation of Response Contact Information | |
|---|--|
| Bidder Name: | |
| Bidder Address: | |
| Contact Person & Title: | |
| E-mail Address: | |
| Telephone Number (Office): | |
| Telephone Number (Cellular): | |
| Fax Number: | |

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

| Communication with the State Contact Information | |
|--|--|
| Bidder Name: | |
| Bidder Address: | |
| Contact Person & Title: | |
| E-mail Address: | |
| Telephone Number (Office): | |
| Telephone Number (Cellular): | |
| Fax Number: | |

Form B

Notification of Intent to Attend Pre-Proposal Conference and Walk Through

Request for Proposal Number 4660Z1

| | |
|-------------------|--|
| Bidder Name: | |
| Bidder Address: | |
| Contact Person: | |
| E-mail Address: | |
| Telephone Number: | |
| Fax Number: | |

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

A completed form is required per person as a background check will be performed before the scheduled Mandatory Pre-proposal Conference and Walk Through.