

**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
4875Z1	December 23, 2014
OPENING DATE AND TIME	PROCUREMENT CONTACT
February 12, 2015 2:00 p.m. Central Time	Jennifer Crouse/Robert Thompson

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, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4875Z1 for the purpose of selecting a qualified contractor to provide Custodial Services.

Written questions are due no later than January 9, 2015, 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 January 22, 2015 at 9:00 AM at Nebraska Air National Guard Base, 2445 West Furnas Ave, Bldg 635, Lincoln, NE 68524. **A completed Notification of Intent to Attend (Form B) is required by the date listed on the schedule of events and must be completed for each person, as a background check will be performed before the scheduled Mandatory Pre-proposal Conference and Walk Through. A Government issued id, ie. Driver's License will also be required to enter the Nebraska Air National Guard base.**

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

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 Bureau 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.html>

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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

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 that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat §73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

____ 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.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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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.

Building Manager: Onsite agency point of contact for Contractor.

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.

Business Manager: Onsite agency point of contact for Contractor.

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 business 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 receive.

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: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the contractor.

Contract Period: The duration of the contract.

Contracting Agency Representatives (CAR): Refers to Business Manager: Includes onsite management and oversight of various facets of contract to assure that the contractor's total performance is in accordance with the contractual commitments; and that obligations to the purchaser are fulfilled.

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: 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.

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).

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 – Source used for assignment of universal commodity codes to goods and services.

NEANG: Refers to the Nebraska Air National Guard.

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/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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 by, 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.

Vendor Performance Report: A report issued to the vendor/contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the vendor/contractor regarding any such report. The vendor performance report will become a part of the permanent record for the vendor/contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

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 4875Z1 for the purpose of selecting a qualified contractor to provide Custodial Services.

A contract resulting from this Request for Proposal will be issued approximately for a period of one (1) year effective from the date of award. The contract has the option to renew for four (4) 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.html>

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	12/23/2014
2.	Last day to submit written questions	01/09/2015
3.	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.html	01/15/2015
4.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference and Walk Through". A completed Form B is required per person as a background check will be performed before the scheduled Mandatory Pre-proposal Conference and Walk Through.	01/15/2015
5.	Mandatory Pre-Proposal Conference and Walk Through Location: Civil Engineering Building 2445 W Furnas Ave Lincoln, NE 68524 <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>	01/22/2015 9:00 AM Central Time
6.	Last day to submit written questions after Pre-Proposal conference (2 nd Round)	01/26/2015
7.	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.html (2 nd Round)	01/29/2015
8.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	02/12/2015 2:00 PM Central Time
9.	Review for conformance of mandatory requirements	02/12/2015
10.	Evaluation period	02/12/2015 – 02/19/2015

	ACTIVITY	DATE/TIME
11.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	02/20/2015
12.	Contract finalization period	02/23/2015 – 03/12/2015
13.	Contract award	03/18/2015
14.	Contractor start date	04/01/2015

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: Jennifer Crouse/Robert Thompson
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 Custodial 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 AND EVALUATORS

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. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

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 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 4875Z1; Custodial 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 Jennifer Crouse/Robert Thompson, showing the total number of pages transmitted, and clearly marked “RFP Number 4875Z1; Custodial 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.html> on or before the date shown in the Schedule of Events.

E. PRE-PROPOSAL CONFERENCE AND WALK THROUGH

A pre-proposal conference will be held on the date, time and location shown in the Schedule of Events. Attendance at the pre-proposal conference 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 meeting 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://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

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

Notification of attendance **must** 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" (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, by the date listed in the schedule of events, per person as a background check will be performed before the scheduled Mandatory Pre-proposal Conference and Walk Through. A Government issued id, ie. Driver's License will also be required to enter the Nebraska Air National Guard base.

F. 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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

G. 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 at 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.

H. 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).

I. 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.

J. 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. Request For Proposal For Contractual Services form, signed in ink;
2. Cost Proposal.

Neb. Rev. Stat. §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 so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (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 ten (10) business days of notice will disqualify the bidder from consideration of the preference.

K. 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.

L. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should 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 ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. 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.

M. 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, and (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)	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 Request for Proposal form and the Contractor’s Proposal, signed in ink;
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)	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.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business 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)	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, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, 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)	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)	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 the 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 the 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)	NOTES/COMMENTS:

The contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. 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). The 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 any 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 the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under the 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 the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the 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 Additional Insured(s). 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

e. SUBROGRATION WAIVER

“Waiver of Subrogation on the Worker’s Compensation in favor of the State of Nebraska.”

f. LIABILITY WAIVER

“The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability.”

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 at 402-471-2089 (fax)

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

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)	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)	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)	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 subcontractor's services, the subcontractor's 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)	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 the 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.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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)	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)	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 and/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)	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)	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)	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)	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)	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, mandatory requirements, or applicable state or federal laws or statutes. "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)	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)	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)	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 PROPERTY

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

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State 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)	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)	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) calendar 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)	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 thirty (30) calendar 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) calendar 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; or
- j. contractor engaged in collusion or ones actions which could have provided contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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) calendar 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.

BB. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

CC. ADMINISTRATION – CONTRACT TERMINATION

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepares in accordance with this agreement shall become the property of the State of Nebraska, subject to the ownership provision (section E) contained herein, and be provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Bidder may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Bidder's routine back up procedures.

DD. PENALTY

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

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated.

EE. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

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

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

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

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Submit one invoice monthly that is itemized, listing the charges per location per month. Invoices will be mailed to:

Nebraska Air National Guard
 ATTN: CE/Business Manager
 2445 W Furnas Ave
 Lincoln, NE 68524-1888

The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

II. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to

audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

JJ. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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-owned facility is the responsibility of the contractor.

KK. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

LL. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, upon the written agreement of contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the contractor to make corrections, 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 shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

MM. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

NN. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

OO. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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, and provide supporting documents showing why such documents should be marked proprietary.** 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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and 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 the 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.

QQ. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned

common course of action with, any person; firm; corporation; bidder; contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

RR. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation. Further documentation may be required by the State, to authenticate the increase. Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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, employee or evaluator 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 or any evaluator.

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.

UU. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will 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.

WW. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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 the contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

YY. TIME IS OF THE ESSENCE

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

Time is of the essence in the 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.

ZZ. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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 Neb. Rev. Stat. §81-15,159.

AAA. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of 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 an 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 <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

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.

CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

Contractor, by signature to this RFP, certifies that contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

DDD. POLITICAL SUB-DIVISIONS

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

The contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as “all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.” A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

EEE. OFFICE OF PUBLIC COUNSEL

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

FFF. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. SCOPE OF WORK

The State of Nebraska is seeking a vendor to provide custodial services for various locations for the Nebraska Air National Guard (NEANG).

The State reserves the right to add or remove additional facilities with the coordination of the contractor should the need arise. Addition of facilities is in no way guaranteed.

B. DEFINITIONS

Definition in terms and phrases used in this contract and the acceptable standards and requirements associated with them are listed below.

1. Standards and Requirements

Definitions of "Standards" and "Requirements" are as follows:

a. Standards

The standards as written herein shall be the accepted measure for comparison for inspection purposes.

b. Requirements

The requirements as written herein shall be the accepted procedures, methods, materials, etc., used to meet the standards.

2. Removed Trash

a. Standards

All waste receptacles, trash cans, and other trash containers within the area that is in this contract shall be emptied and returned to their initial location. Boxes, cans, papers, etc., and placed near a trash receptacle marked "Trash" (or similar word) shall also be removed.

b. Dumpsters Requirements

All trash and paper removed from buildings shall be deposited in the nearest collection container provided for this purpose. The Contractor shall pick up any trash that may fall onto the floor or grounds during the removal of such collected trash.

c. Cleaning Receptacles Requirements

Waste receptacles will be wiped or washed to a clean and sanitary condition. Washing will be accomplished with a brush and detergent solution for each receptacle; rinse and dry after washing. Use of steam or cleaning methods or cleaning materials harmful to paint, finishes, or the receptacle material will not be permitted. Cleaned receptacles will be free of dirt, streaks, film, and odors.

d. Liners Requirements

A plastic trash can liner will be placed in the waste receptacles after they have been properly cleaned. Any obviously soiled, torn, or malodorous liners shall be replaced. Liners are provided by the Government; contact Building Manager for supplies furnished by the Government.

3. **Removed Recycling**

a. **Standards:**

All recycling receptacles shall be emptied and returned to their initial location. Boxes, cans, plastic bottles, papers, etc., placed near a recycling receptacle and marked "Recycle" (or similar word) shall also be removed.

b. **Recycling Dumpsters Requirements**

All recycling removed from buildings shall be deposited in the nearest recycling collection container provided for this purpose. The Contractor shall pick up any recycling that may fall onto the floor or grounds during the removal of such collected recycling.

c. **Cleaning Receptacles Requirements**

Recycling receptacles will be wiped or washed to a clean and sanitary condition. Washing will be accomplished with a brush and detergent solution for each receptacle; rinse and dry after washing. Use of steam or cleaning methods or cleaning materials harmful to paint, finishes, or the receptacle material will not be permitted. Cleaned receptacles will be free of dirt, streaks, film, and odors.

d. **Liners Requirements**

A plastic trash can liner will be placed in the recycling receptacles after they have been properly cleaned. Any obviously soiled, torn, or malodorous liners shall be replaced. Liners are provided by the Government; contact Building Manager for supplies furnished by the Government.

4. **Floor Maintenance**

Floors shall be cleaned and maintained as specified below for each floor care operation. The custodial services shall be accomplished as specified and as required by the frequency schedule and the approved work schedule.

a. **Vacuum Carpets, Rugs, and Mats**

i. **Standards**

Vacuum cleaning of rugs or carpets is acceptable when the rug or carpet is free of all visible litter, dirt, dust, stains, spots, or other deposits.

ii. **Carpet Requirements**

Stains or spots shall be removed as soon as noticed by the dry cleaning or dry suds method or other approved methods without causing damage to the rugs or carpets. Contractor is responsible for spot cleaning of areas smaller than three square feet. Larger areas will be accomplished by the Government. All tears, burns, fraying, and raveling shall be brought to the attention of the CAR.

iii. **Entry Mats/Carpets/Rubber Matting Requirements**

Carpet-type mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. Rubber, polyester, or similar-type mats/matting shall be swept, vacuumed, mopped, or hosed down outside to remove soil and grit. Soil and moisture underneath

mats/carpets shall be removed and mats/carpets returned to their normal position.

b. Sweeping

i. Standards

Sweeping is acceptable when the floor does not have dust streaks, marks, dirt in corners, below radiators/ventilators, behind doors or under furniture. Wall bases, equipment, doors, and furniture will not be disfigured by sweeping mop or broom. Cobwebs above will be entirely removed. After sweeping, room will appear orderly and well-tended. Sweeping may be accomplished by use of a vacuum cleaner, brush or broom, or a dry-treated sweeping mop.

ii. Requirements

All tile, wood, or concrete floors, and non-carpeted areas of stairways, landings, and entry slabs will be swept with an approved sweeping compound. Sweeping compound, dust residue, cobwebs, and debris will be removed and placed in dumpsters outside of the building. Vinyl tile, rubber tile, etc., floors may be swept using a bristle floor brush, treated or untreated sweeping mop, or power equipment. Only non-oil liquid emulsions mop treatment or sweeping compounds will be permitted. No oil emulsion or oil-based products are allowed

c. Damp Mopping

i. Standards

After being mopped, a floor shall have a uniform appearance with no streaks, swirl marks, detergent residue or any evidence of soil, stains, film, debris, or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.

ii. Requirements

Floors, including stairways and landings will be damp-mopped to remove dirt that remains stuck to the floor surface and cannot be removed by sweeping or dry cleaning. Signs will be posted stating "Wet Floor" (or similar wording) and will not be removed until the floor is completely dry. Damp mopping will begin immediately after the floor has been thoroughly swept to the acceptable standards of sweeping and loose soiling has been removed. Damp mopping will be accomplished using clean cotton or linen yarn mops, clean water and, where needed to remove dirt or stains, a small amount of cleaning detergent or stain removal agent. Rubber heel or shoe marks will be removed using number "0" steel wool and scrubbing with all-purpose synthetic detergent solution. The mops will be only moist or damp when applied to the floor. Application of free water, sufficient to stand on the floor or seep into flooring joints will not be permitted. The detergent solution damp mopping will be followed with a clean water damp mop rinsing. Semi-annually, deep clean with commercial-grade cleansing product (not a cleanser used on weekly or twice-weekly basis).

d. Scrubbing

i. Standards

An acceptably scrubbed floor is without embedded dirt and is free of cleaning solutions, film, stains, marks, or water and will present a uniform appearance.

ii. Requirements

Floors, except latrines, toilets, or showers, will be scrubbed only when they cannot be cleaned satisfactorily by mopping. Scrubbing will be accomplished by use of a disc type or automatic floor machine using a bassine fiber brush or synthetic scrubbing pad with mopping type detergent solution (scouring powder only when absolutely necessary and when specifically approved by the CAR). Areas not accessible to automatic machines such as corners, against walls, or against installed equipment will be scrubbed by hand to match areas done by machine.

e. Polish/Wax Removal

i. Standards

Satisfactory or acceptable polish or wax removal is accomplished when surfaces (including wall bases) have all polish or wax removed and the surface has been rinsed with clear water and is clean, uniform in appearance, and free of streaks, spots, and standing water.

ii. Requirements

Wax removal will be accomplished by applying a stripping or wax removal solution in warm water over the entire floor area exactly as recommended by the manufacturer of the remover, followed by use of a slow speed disc type scrubbing machine and pads to loosen embedded dirt and wax. The floor shall be cleaned by vacuum lift then followed by damp mop rinse in clean water to neutralize the stripping chemical. Residue along floor edges near base boards, immovable furniture, equipment, and in corners will be removed manually with steel wool and hand scrapers.

f. Waxing/Buffering (Waxing only applies to vinyl composition tile flooring)

i. Polishing or Waxing Standards

A satisfactory or acceptably polished or waxed floor has a thin, even coating. Floor will be clean and free of debris, residue in corners and under furniture as well as in all other areas. Where possible, furniture will be moved by the Contractor (chairs, garbage cans, desks, tables, etc.). The floor will have a glossy finish when complete. No wax nor polish stains nor splash marks will be applied or allowed to remain on walls or wall bases or furniture.

ii. Spray Buffering Standards

Spray buffing applies to linoleum floor tile. Floors must be damp mopped prior to spray buffing. All waxed areas will be buffed sufficiently for maximum gloss and uniform sheen leaving no soiling or heavy marks in order for the buffing to be satisfactory or acceptable.

iii. **Light Waxing (Waxing only applies to vinyl composition tile flooring) Requirements**

Heavy traffic floor areas (entrances, lobbies, corridors, etc.) and those floors subjected to excessive wear will receive a very light coat or application of wax, and buffed to a uniform sheen immediately following each damp mopping.

iv. **Waxing and Buffing (Waxing only applies to vinyl composition tile flooring) Requirements**

Following the stripping or wax removal operation (after the wax removal has been satisfactorily accomplished and the floor has dried), the sealer will be applied. When the sealer is dry, apply wax in a thin even coat with a clean mop (floor and mop will be free of detergent solution or residue). Do not apply wax within six (6) inches from walls or legs/bases of unmovable furniture. Apply to area about 6 X 6 feet, mopping one way, then crosswise, and then continue with another area. Do not re-touch wax with applicator after it has started to dry. Allow wax to thoroughly dry before buffing with floor polisher machine. After buffing the first coat, repeat the application for second coat and finish buffing to remove brush marks. Do not wax coat furniture bases or legs.

g. **Toilet Rooms**

i. **Standards**

An acceptably cleaned toilet room floor shall meet the standards in section B.4.b. and B.4.c., Floor Maintenance.

ii. **Requirements**

Toilet room floors (if concrete or tile) will be swept and wet-mopped or scrubbed. The immediate areas around urinals will be well scrubbed, using a heavy duty brush and all-purpose detergent with a small amount of disinfectant. Primary floor cleaning (scrubbing) will be as required by the cleaning schedule using either manual or machine method of scrubbing to thoroughly and completely clean the areas, removing all rubber heel or shoe marks, streaks, soiling, and embedded dirt. The cleaning or scrubbing will be followed by a clear water rinse. The cleaning and/or rinsing will result in a thorough removal of soiling without residue left in joints, crevices, or corners. Semi-annually, deep clean with commercial-grade cleansing product (not a cleanser used on weekly or twice-weekly basis).

h. **Dry and Spray Cleaning**

i. **Standards**

A dry-cleaned or spray-cleaned floor shall be considered acceptable when it conforms to the standards section of paragraphs B.4.b. and B.4.c.

ii. **Requirements**

Properly stripped, cleaned, sealed, and waxed floors or resilient floor coverings may be dry-cleaned or spray-cleaned between scheduled

stripping and re-waxing operations in lieu of the scheduled damp mopping and buffing.

iii. Floor Care Material

All acceptable floor care materials used will be applied in strict accordance with the manufacturer's printed directions and recommendations, and used only as approved by the CAR. If printed instructions and other instructions in this section conflict, the manufacturer's instructions will be used.

5. Countertop Surfaces:

a. Standards

These surfaces are satisfactorily or acceptably clean when the countertop surface is without streaks, small debris, film, deposits, spills, or stains, and has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.

b. Requirements

These surfaces, including, but not limited to break room and restroom countertops shall be cleaned with a mild sanitizing solution in clean water. These surfaces will be washed with sponge or soft cotton cloth and dried and polished with a chamois. Adjacent trim will be wiped clean with a damp cloth where soiled by spillage or by smears in the cleaning operation. Scouring powders or ammonia will not be used for cleaning counters and related surfaces.

6. Glass, Mirrors, Metal, and Related:

a. Standards

Glass, metal, plastic substitutes, mirrors, and fronts of refrigerators/freezers are satisfactorily or acceptably clean when the surface is without streaks, film, deposits, marks, soiling, or stains, and has a uniformly bright appearance with all adjacent surfaces wiped clean and dry. "Appropriate Cleanser" refers to particular requirement on surface: grease on surface requires de-greaser applied, then completely wiped away, then surface dried; dust on surface requires mild cleanser applied, then rinsed, then wiped away, then surface dried.

b. Requirements

These surfaces, including, but not limited to, interior windows, glass, mirrors, fronts of refrigerators/freezers, kick plates, door knobs, light switches, railings, glass cabinets, display cases, desk tops, glass entrances, partitions and glass substitutes, such as plastics, shall be cleaned with a mild glass cleaning solution in clean water or de-greaser as appropriate. These surfaces will be washed with sponge or soft cotton cloth and dried and polished with a chamois. Adjacent trim will be wiped clean with a damp cloth where soiled by spillage or by smears in the cleaning operation. Scouring powders or ammonia will not be used for cleaning these surfaces.

7. Custodial Closets/Mop Sinks:

a. Standards

These are satisfactorily or acceptably clean when there is no standing water in sinks or buckets. Mops, vacuums, and related tools will be neatly put away without a tripping hazard or in a position of falling.

b. Requirements

Sinks and buckets will have no standing water and items will be rinsed clean of foul or dirty water. Mops and mop buckets will be thoroughly cleaned before storage or reuse and the mop heads odorless (free from the sour smell of a mop). Items such as mops, vacuums, and other tools will be placed neatly in the closet without the possibility of falling down or becoming a tripping hazard. Boxes of cleanser will be stowed out of the way of walking area in the closet and lids will be tightly placed on containers. Rags and cleaning cloths will be stored properly to eliminate odors. Floor will be swept clean and left dry (no standing water/drips/drops on floor). All trash will be removed daily.

8. Plumbing Fixtures

a. Standards

Acceptably cleaned plumbing fixtures and drinking fountains will be clean and bright and without soap film. Dispensers will be filled and in working condition. There will be no markings on walls or fixtures. Floor, wainscoting, and partitions will be clean and bright. All metal fixtures and other hardware and adjacent surfaces will be clean and bright.

b. Sinks/Basins and Drinking Fountains Requirements

All sinks/basins will be cleaned with detergent solution. Use of scouring powder will be permitted only when necessary to accomplish cleaning. Abrasives will not be applied to plated hardware or other metal. Drinking fountains will be cleaned with a sanitizing spray. Tops, hardware, and cabinets of water coolers will be wiped clean with a damp cloth and detergent solution followed by a clear water rinse, and then dried. Any overflow or spillage of cleaning solution or water on floors or walls adjacent to fixtures will be removed and the surface left clean and dry. Notify the CAR if the water cooler water flow is excessive and causing spattering or the fixture is flooded.

c. Toilets Requirements

When cleaning the bowls, wash bowl inside and out with all-purpose synthetic detergent solution. If deposits are difficult to remove, use one tablespoon of tri-sodium phosphate to one (1) gallon of water. Do not use toilet bowl cleaner, acids, or stronger alkaline because they damage surface glaze. Work toilet mop or brush as far as possible into trap. Thoroughly wash under rim of bowl and inspect rim with small hand mirror to insure complete removal of deposits. Wash seat, top and bottom, with detergent solution. Wipe outside of bowl and seat with clean damp cloth. Flush toilet to rinse inside of bowl. Wipe tank and cover or flush mechanism and hardware with clean damp cloth.

d. Urinals Requirements

The underside of the urinal fixture rim will be thoroughly cleaned. Bowl cleaner, when used, will be placed in the trap and permitted to stand one hour, then

flushed away. All corrosion and encrustation will be removed from the drain holes in the bottom and back of all urinals. A small, round, stiff bristle brush or small wooden stick may be used for this purpose. A mild solution of tri-sodium phosphate may be used to remove heavy soil or deposits only. In no case will metal objects be pushed through these holes, as fracturing or breaking of the finish surface may result. Urinal strainers will be washed clean and carefully rinsed. Outside surfaces will be wiped clean with a clean, damp cloth.

e. Showers Requirements

Floors and walls of shower rooms will be cleaned in the same manner as for toilet walls and floors. (See section B.4.g.ii.) Semi-annually, deep clean shower walls and floors with commercial-grade cleansing product (not a cleanser used on weekly or twice-weekly basis).

f. Descaling Requirements

All plumbing fixtures shall be kept free of scale, rust streaks, mineral deposits, etc., at all times. Where descaling is necessary, care shall be taken not to abrade the fixture surface in any way.

9. Walls/Flat Surfaces

a. Standards

Gypsum finished walls, benches, windowsills, doors, door frames, moldings, baseboards, chair rails, and other architectural accents are acceptably clean when all surfaces are free of dust, dirt, streaks, smudges, soiling, fingerprints, and other marks.

b. Standards

Hard-finish walls such as concrete walls, ceramic tile walls, and wainscoting are acceptably clean when they are bright and clean, including joints in tile; and free of film, streaks, deposits, mildew, and soiling.

c. Requirements

Spot cleaning of washable surfaces on walls, fixtures, wainscoting, doors, partitions, benches, windowsills, and trim will be cleaned when necessary to remove small or spotty areas of fingerprints, dirt, dust, soiling, grease stains, marks, streaks, or friction marks. Care will be taken to perform spot cleaning without damage to the surface finish and to provide an overall uniform appearance substantially free of cleaning marks after spot cleaning. Spot cleaning in restrooms, locker rooms, break areas, and around drinking fountains will be done with germicidal detergent.

d. Requirements

The accumulation of dirt on walls, partitions, benches, windowsills, ceramic tile, and metal or wood surfaces will be cleaned and washed with the use of a sponge, warm water, and an all-purpose detergent. A disinfectant may be used monthly, if necessary. Semi-annually, deep clean walls with commercial-grade cleansing product (not a cleanser used on weekly or twice-weekly basis).

C. GOVERNMENT-FURNISHED FACILITIES AND SERVICES

1. General

The Government will provide the following:

a. Applicable Documents

Any regulations, manuals, standards, etc., quoted or referenced in these documents will be made available to the Contractor upon request from the CAR or The Air National Guard.

2. Services

The following services are provided for use in performance of this contract and will be used for that purpose only:

a. Utilities

The Government will provide, at no cost to the Contractor, reasonable amounts of water, electricity, and heating for facilities. No other power requirements will be provided except 110 volt.

b. Refuse Removal

Refuse placed in dumpsters outside of the facilities will be picked up under separate contract at no cost to the Contractor.

c. Personnel Escort

Personnel escort service will be provided by the Government when there is a requirement for the Contractor to perform Custodial Services in restricted areas.

d. Telephone

The Government will provide access to telephone service for on-base and local calls for contract-related matters only. No personal, toll, or long distance calls will be allowed at any time.

e. Reimbursement

The Contractor shall be required to reimburse the Government for abuse or waste of the above services.

D. SPECIFIC TASKS TO BE PERFORMED

1. Management

The Contractor is responsible for all work scheduling. The task and frequency charts and the indicated time frames shown thereon shall be the basis for the scheduling of work in the specified building areas. The proposed work schedule shall be distributed a minimum of five working days prior to starting the first day of contract work.

2. Cleaning Tasks

All cleaning tasks shown in Work Schedule and Tasks shall be accomplished to meet the standards and requirements as shown in Section IV.B. Definitions. Additional cleaning components may need to be completed to meet the standards and requirements of the scheduled task, i.e. scrubbing.

E. SAFETY AND ACCIDENT PREVENTION

In order to provide safety controls for the protection of the life and health of Government and Contractor employees and other persons; and for prevention of damage to property, materials, supplies, and equipment; and to avoid work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Air National Guard, Air Force safety and OSHA regulations. (Air National Guard Regulations and others are available for review in the Base Safety Office.) The Contractor shall also take such additional actions and measures as the CAR may determine to be reasonably necessary. The Contractor shall also comply with the following:

The Contractor shall instruct all employees on the safety requirements of this contract. If there is an emergency on base, dial 911.

The Contractor will not permit placing or use of mops, brooms, equipment, electrical cords, hoses, etc., in locations, or in such a manner as to create safety hazards.

The Contractor shall provide, place, and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations.

The Contractor shall maintain an accurate record and shall report to the CAR in the manner and on the forms prescribed by the CAR, exposure data and all accidents resulting in traumatic injury, occupational disease, and/or damage under this contract.

The Contractor shall ensure that supplies, materials, equipment, and Government property is used for its intended purpose, i.e., caster furniture will not be used as carts for transporting trash cans, supplies, etc.

The Contractor shall regularly inspect all equipment and maintain electrical cords, extension cords, switches, etc., in good condition and not allow alteration, frayed or bare wiring, or other hazardous conditions to exist.

Notification of the Contractor by the CAR of any noncompliance with the aforementioned safety provisions and the action to be taken shall be cause for immediate correction of deficiencies. If immediate action is not taken or if the Contractor refuses to comply it shall be cause for the issuance of an order stopping payment on work performed under this contract until satisfactory corrective action has been taken.

F. WORK SCHEDULE AND TASKS

Work Schedule and Tasks as noted per location make up the Monthly Base Cost per location. Not adhering to the task frequencies will be grounds for termination of this contract.

- 1. **Main Hangar, First Floor, East**
B600 2925 NW 25th St

Restroom/Break Room Area Cleaning	
TASK	FREQUENCY
Remove trash from receptacles	2 times a week
Haul trash to trash dumpster	2 times a week
Clean waste receptacles	2 times a week
Replace plastic liner in waste receptacles	2 times a week
Remove recycling from receptacles	2 times a week
Haul recycling to recycling dumpster	2 times a week

Clean recycling receptacles	2 times a week
Replace plastic liner in recycling receptacles	2 times a week
Clean fronts of refrigerators and freezers	2 times a week
Sanitize counters and surfaces	2 times a week
Sweep floor	2 times a week
Damp mop floor	2 times a week
Clean plumbing fixtures	2 times a week
Clean toilets/urinals	2 times a week
Clean partitions	2 times a week
Clean sinks/basins	2 times a week
Clean benches	2 times a week
Sweep and damp mop locker room	2 times a week
Clean kick plates, door knobs, light switches	2 times a week
Clean glass and mirrors	2 times a week
Fill dispensers	2 times a week
Clean walls	2 times a year
Shower Cleaning	
TASK	FREQUENCY
Clean shower floors	2 times a week
Clean plumbing fixtures	2 times a week
Clean shower walls	2 times a week
Deep clean shower walls and floors	2 times a year
Hallway Cleaning	
TASK	FREQUENCY
Sweep floor	2 times a week
Damp mop floor	2 times a week
Clean kick plates, door knobs, light switches	2 times a week
Sanitize and clean drinking fountains	2 times a week
Clean mats at building entrances	2 times a week
Clean inside and out all entry glass on doors	2 times a week
Clean custodial closets and mop sinks	2 times a week
Deep clean hallway walls	2 times a year
Floor Cleaning (Includes above areas)	
TASK	FREQUENCY
Deep clean floors	Every 6 months

2. Main Hangar, First Floor, West

B600 2925 NW 25th St

Restroom/Break Room Area Cleaning	
TASK	FREQUENCY
Remove trash from receptacles	2 times a week
Haul trash to trash dumpster	2 times a week
Clean waste receptacles	2 times a week
Replace plastic liner in waste receptacles	2 times a week
Remove recycling from receptacles	2 times a week
Haul recycling to recycling dumpster	2 times a week
Clean recycling receptacles	2 times a week
Replace plastic liner in recycling receptacles	2 times a week
Clean fronts of refrigerators and freezers	2 times a week
Sanitize counters and surfaces	2 times a week
Sweep floor	2 times a week
Damp mop floor	2 times a week

Clean plumbing fixtures	2 times a week
Clean toilets/urinals	2 times a week
Clean partitions	2 times a week
Clean sinks/basins	2 times a week
Clean benches	2 times a week
Sweep and damp mop locker room	2 times a week
Clean kick plates, door knobs, light switches	2 times a week
Clean glass and mirrors	2 times a week
Fill dispensers	2 times a week
Clean walls	2 times a year
Shower Cleaning	
TASK	FREQUENCY
Clean shower floors	2 times a week
Clean plumbing fixtures	2 times a week
Clean shower walls	2 times a week
Deep clean shower walls and floors	2 times a year
Hallway Cleaning	
TASK	FREQUENCY
Sweep floor	2 times a week
Damp mop floor	2 times a week
Clean kick plates, door knobs, light switches	2 times a week
Sanitize and clean drinking fountains	2 times a week
Clean mats at building entrances	2 times a week
Clean inside and out all entry glass on doors	2 times a week
Clean custodial closets and mop sinks	2 times a week
Deep clean hallway walls	2 times a year
Floor Cleaning (Includes above areas)	
TASK	FREQUENCY
Deep clean floors	Every 6 months

3. Main Hangar, Second Floor, East, Command Section, 201B, 201C, 201D, 201G, 201H, 213A, 213B
B600 2925 NW 25th St

Offices Cleaning	
TASK	FREQUENCY
Remove trash from receptacles	1 time a week
Haul trash to dumpster	1 time a week
Clean waste receptacles	1 time a week
Replace plastic liners	1 time a week
Vacuum	1 time a week
Dust windowsills	1 time a week

Stairwells and Elevators	
TASK	FREQUENCY
Stairwell, 1st fl to 2nd: use appropriate cleanser on railing	1 time a week
All stairwells: sweep, mop, remove cobwebs	1 time a week
Elevator: vacuum and remove cobwebs	1 time a week

4. Main Hangar, Second Floor, East, Commander's Suite, 201E, 201F
 B600 2925 NW 25th St

Commander's Suite		
	TASK	FREQUENCY
	Remove trash from receptacles	1 time a week
	Haul trash to dumpster	1 time a week
	Clean waste receptacles	1 time a week
	Replace plastic liners	1 time a week
	Sweep floor	1 time a week
	Damp mop floor	1 time a week
	Vacuum	1 time a week
	Dust windowsills	1 time a week
	Clean toilet/urinal	1 time a week
	Glass and mirror cleaning	1 time a week
	Clean plumbing fixtures	1 time a week
	Fill dispensers	1 time a week
	Clean walls	2 times a year

Shower Cleaning		
	TASK	FREQUENCY
	Clean shower floors	1 time a week
	Clean plumbing fixtures	1 time a week
	Clean shower walls	1 time a week
	Deep clean shower walls and floors	2 times a year

5. Main Hangar, Second Floor, West
 B600 2925 NW 25th St

Restroom/Break Room Area Cleaning		
	TASK	FREQUENCY
	Remove trash from receptacles	2 times a week
	Haul trash to trash dumpster	2 times a week
	Clean waste receptacles	2 times a week
	Replace plastic liner in waste receptacles	2 times a week
	Remove recycling from receptacles	2 times a week
	Haul recycling to recycling dumpster	2 times a week
	Clean recycling receptacles	2 times a week
	Replace plastic liner in recycling receptacles	2 times a week
	Clean fronts of refrigerators and freezers	2 times a week
	Sanitize counters and surfaces	2 times a week
	Sweep floor	2 times a week
	Damp mop floor	2 times a week
	Clean plumbing fixtures	2 times a week
	Clean toilets/urinals	2 times a week
	Clean partitions	2 times a week
	Clean sinks/basins	2 times a week
	Clean benches	2 times a week
	Sweep and damp mop locker room	2 times a week
	Clean kick plates, door knobs, light switches	2 times a week
	Clean glass and mirrors	2 times a week
	Fill dispensers	2 times a week

	Clean walls	2 times a year
Shower Cleaning		
	TASK	FREQUENCY
	Clean shower floors	2 times a week
	Clean plumbing fixtures	2 times a week
	Clean shower walls	2 times a week
	Deep clean shower walls and floors	2 times a year
Hallway Cleaning		
	TASK	FREQUENCY
	Sweep floor	2 times a week
	Damp mop floor	2 times a week
	Clean kick plates, door knobs, light switches	2 times a week
	Sanitize and clean drinking fountains	2 times a week
	Clean mats at building entrances	2 times a week
	Clean inside and out all entry glass on doors	2 times a week
	Clean custodial closets and mop sinks	2 times a week
	Deep clean hallway walls	2 times a year
Floor Cleaning (Includes above areas)		
	TASK	FREQUENCY
	Deep clean floors	Every 6 months

6. Main Hangar, Second Floor, West, Command Section, Room W251D
B600 2925 NW 25th St

Office Cleaning		
	TASK	FREQUENCY
	Remove trash from receptacles	2 times a week
	Haul trash to dumpster	2 times a week
	Clean waste receptacles	2 times a week
	Replace plastic liner in receptacle	2 times a week
	Vacuum	2 times a week
	Dust windowsills	2 times a week

7. Gym
B600 2925 NW 25th St

Gym		
	TASK	FREQUENCY
	Remove trash from receptacles	1 time a week
	Haul trash to dumpster	1 time a week
	Clean waste receptacles	1 time a week
	Replace plastic liners	1 time a week
	Dust windowsills	1 time a week
	Sweep floor	1 time a week
	Damp mop floor	1 time a week
	Vacuum	1 time a week
	Glass and mirror cleaning	1 time a week
	Clean entry glass on door inside and out	1 time a week
	Clean plumbing fixtures	1 time a week
	Clean and sanitize water fountain	1 time a week
	Fill dispensers	1 time a week
	Clean walls	2 times a year

Floor Cleaning		
TASK	FREQUENCY	
Vacuum and mop rubber matting	1 time a week	
Deep clean floors	Every 6 months	

8. Jet Engine Shop
B605 2525 W Furnas Ave

Restroom/Break Room Area Cleaning		
TASK	FREQUENCY	
Remove trash from receptacles	2 times a week	
Haul trash to trash dumpster	2 times a week	
Clean waste receptacles	2 times a week	
Replace plastic liner in waste receptacles	2 times a week	
Remove recycling from receptacles	2 times a week	
Haul recycling to recycling dumpster	2 times a week	
Clean recycling receptacles	2 times a week	
Replace plastic liner in recycling receptacles	2 times a week	
Clean fronts of refrigerators and freezers	2 times a week	
Sanitize counters and surfaces	2 times a week	
Sweep floor	2 times a week	
Damp mop floor	2 times a week	
Clean plumbing fixtures	2 times a week	
Clean toilets/urinals	2 times a week	
Clean partitions	2 times a week	
Clean sinks/basins	2 times a week	
Clean benches	2 times a week	
Sweep and damp mop locker room	2 times a week	
Clean kick plates, door knobs, light switches	2 times a week	
Clean glass and mirrors	2 times a week	
Fill dispensers	2 times a week	
Clean walls	2 times a year	
Shower Cleaning		
TASK	FREQUENCY	
Clean shower floors	2 times a week	
Clean plumbing fixtures	2 times a week	
Clean shower walls	2 times a week	
Deep clean shower walls and floors	2 times a year	
Hallway Cleaning		
TASK	FREQUENCY	
Sweep floor	2 times a week	
Damp mop floor	2 times a week	
Clean kick plates, door knobs, light switches	2 times a week	
Sanitize and clean drinking fountains	2 times a week	
Clean mats at building entrances	2 times a week	
Clean inside and out all entry glass on doors	2 times a week	
Clean custodial closets and mop sinks	2 times a week	
Spray buffing	2 times a month	
Floor wax removal	2 times a year	
Deep clean hallway walls	2 times a year	
Floor Cleaning and Polishing (Includes above areas)		
TASK	FREQUENCY	
Deep clean floors	Every 6 months	

Waxing and buffing	Every 6 months
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9. Aerospace Ground Equipment (AGE)
B608 2605 W Furnas Ave

Restroom/Break Room Area Cleaning	
TASK	FREQUENCY
Remove trash from receptacles	2 times a week
Haul trash to trash dumpster	2 times a week
Clean waste receptacles	2 times a week
Replace plastic liner in waste receptacles	2 times a week
Remove recycling from receptacles	2 times a week
Haul recycling to recycling dumpster	2 times a week
Clean recycling receptacles	2 times a week
Replace plastic liner in recycling receptacles	2 times a week
Clean fronts of refrigerators and freezers	2 times a week
Sanitize counters and surfaces	2 times a week
Sweep floor	2 times a week
Damp mop floor	2 times a week
Clean plumbing fixtures	2 times a week
Clean toilets/urinals	2 times a week
Clean partitions	2 times a week
Clean sinks/basins	2 times a week
Clean benches	2 times a week
Sweep and damp mop locker room	2 times a week
Clean kick plates, door knobs, light switches	2 times a week
Clean glass and mirrors	2 times a week
Fill dispensers	2 times a week
Clean walls	2 times a year
Shower Cleaning	
TASK	FREQUENCY
Clean shower floors	2 times a week
Clean plumbing fixtures	2 times a week
Clean shower walls	2 times a week
Deep clean shower walls and floors	2 times a year
Hallway Cleaning	
TASK	FREQUENCY
Sweep floor	2 times a week
Damp mop floor	2 times a week
Vacuum	2 times a week
Clean kick plates, door knobs, light switches	2 times a week
Sanitize and clean drinking fountains	2 times a week
Clean mats at building entrances	2 times a week
Clean inside and out all entry glass on doors	2 times a week
Clean custodial closets and mop sinks	2 times a week
Spray buffing	2 times a month
Floor wax removal	2 times a year
Deep clean hallway walls	2 times a year
Floor Cleaning and Polishing (Includes above areas)	
TASK	FREQUENCY
Deep clean floors	Every 6 months
Waxing and buffing	Every 6 months

10. Civil Engineering
 B635 2445 W Furnas Ave

Restroom/Break Room Area Cleaning		
TASK	FREQUENCY	
Remove trash from receptacles	2 times a week	
Haul trash to trash dumpster	2 times a week	
Clean waste receptacles	2 times a week	
Replace plastic liner in waste receptacles	2 times a week	
Remove recycling from receptacles	2 times a week	
Haul recycling to recycling dumpster	2 times a week	
Clean recycling receptacles	2 times a week	
Replace plastic liner in recycling receptacles	2 times a week	
Clean fronts of refrigerators and freezers	2 times a week	
Sanitize counters and surfaces	2 times a week	
Sweep floor	2 times a week	
Damp mop floor	2 times a week	
Clean plumbing fixtures	2 times a week	
Clean toilets/urinals	2 times a week	
Clean partitions	2 times a week	
Clean sinks/basins	2 times a week	
Clean benches	2 times a week	
Sweep and damp mop locker room	2 times a week	
Clean kick plates, door knobs, light switches	2 times a week	
Clean glass and mirrors	2 times a week	
Fill dispensers	2 times a week	
Clean walls	2 times a year	
Shower Cleaning		
TASK	FREQUENCY	
Clean shower floors	2 times a week	
Clean plumbing fixtures	2 times a week	
Clean shower walls	2 times a week	
Deep clean shower walls and floors	2 times a year	
Hallway Cleaning		
TASK	FREQUENCY	
Sweep floor	2 times a week	
Damp mop floor	2 times a week	
Clean kick plates, door knobs, light switches	2 times a week	
Sanitize and clean drinking fountains	2 times a week	
Clean mats at building entrances	2 times a week	
Clean inside and out all entry glass on doors	2 times a week	
Clean custodial closets and mop sinks	2 times a week	
Spray buffing	2 times a month	
Deep clean hallway walls	2 times a year	
Floor Cleaning (Includes above areas)		
TASK	FREQUENCY	
Deep clean floors	Every 6 months	

11. Security Police/Vehicle Maintenance
 B636 2415 W Furnas Ave

Restroom/Break Room Area Cleaning		
TASK	FREQUENCY	
Remove trash from receptacles	2 times a week	
Haul trash to trash dumpster	2 times a week	
Clean waste receptacles	2 times a week	
Replace plastic liner in waste receptacles	2 times a week	
Remove recycling from receptacles	2 times a week	
Haul recycling to recycling dumpster	2 times a week	
Clean recycling receptacles	2 times a week	
Replace plastic liner in recycling receptacles	2 times a week	
Clean fronts of refrigerators and freezers	2 times a week	
Sanitize counters and surfaces	2 times a week	
Sweep floor	2 times a week	
Damp mop floor	2 times a week	
Clean plumbing fixtures	2 times a week	
Clean toilets/urinals	2 times a week	
Clean partitions	2 times a week	
Clean sinks/basins	2 times a week	
Clean benches	2 times a week	
Sweep and damp mop locker room	2 times a week	
Clean kick plates, door knobs, light switches	2 times a week	
Clean glass and mirrors	2 times a week	
Fill dispensers	2 times a week	
Clean walls	2 times a year	
Shower Cleaning		
TASK	FREQUENCY	
Clean shower floors	2 times a week	
Clean plumbing fixtures	2 times a week	
Clean shower walls	2 times a week	
Deep clean shower walls and floors	2 times a year	
Hallway Cleaning		
TASK	FREQUENCY	
Sweep floor	2 times a week	
Damp mop floor	2 times a week	
Clean kick plates, door knobs, light switches	2 times a week	
Sanitize and clean drinking fountains	2 times a week	
Clean mats at building entrances	2 times a week	
Clean inside and out all entry glass on doors	2 times a week	
Clean custodial closets and mop sinks	2 times a week	
Deep clean hallway walls	2 times a year	
Floor Cleaning (Includes above areas)		
TASK	FREQUENCY	
Deep clean floors	Every 6 months	

12. Supply/Communications
 B651 2420 W Butler Ave

Restroom/Break Room Area Cleaning		
TASK	FREQUENCY	
Remove trash from receptacles	2 times a week	
Haul trash to trash dumpster	2 times a week	
Clean waste receptacles	2 times a week	
Replace plastic liner in waste receptacles	2 times a week	
Remove recycling from receptacles	2 times a week	
Haul recycling to recycling dumpster	2 times a week	
Clean recycling receptacles	2 times a week	
Replace plastic liner in recycling receptacles	2 times a week	
Clean fronts of refrigerators and freezers	2 times a week	
Sanitize counters and surfaces	2 times a week	
Sweep floor	2 times a week	
Damp mop floor	2 times a week	
Clean plumbing fixtures	2 times a week	
Clean toilets/urinals	2 times a week	
Clean partitions	2 times a week	
Clean sinks/basins	2 times a week	
Clean benches	2 times a week	
Sweep and damp mop locker room	2 times a week	
Clean kick plates, door knobs, light switches	2 times a week	
Clean glass and mirrors	2 times a week	
Fill dispensers	2 times a week	
Clean walls	2 times a year	
Shower Cleaning		
TASK	FREQUENCY	
Clean shower floors	2 times a week	
Clean plumbing fixtures	2 times a week	
Clean shower walls	2 times a week	
Deep clean shower walls and floors	2 times a year	
Hallway Cleaning		
TASK	FREQUENCY	
Sweep floor	2 times a week	
Damp mop floor	2 times a week	
Clean kick plates, door knobs, light switches	2 times a week	
Sanitize and clean drinking fountains	2 times a week	
Clean mats at building entrances	2 times a week	
Clean inside and out all entry glass on doors	2 times a week	
Clean custodial closets and mop sinks	2 times a week	
Deep clean hallway walls	2 times a year	
Floor Cleaning (Includes above areas)		
TASK	FREQUENCY	
Deep clean floors	Every 6 months	

13. Medical Clinic
B652 2411 W Butler Ave

Restroom/Break Room Area Cleaning		
TASK	FREQUENCY	
Remove trash from receptacles	2 times a week	
Haul trash to dumpster	2 times a week	
Clean waste receptacles	2 times a week	
Replace plastic liners in waste receptacles	2 times a week	
Remove recycling from receptacles	2 times a week	
Haul recycling to recycling dumpster	2 times a week	
Clean recycling receptacles	2 times a week	
Replace plastic liner in recycling receptacles	2 times a week	
Sweep floor	2 times a week	
Damp mop floor	2 times a week	
Glass and mirror cleaning	2 times a week	
Clean plumbing fixtures	2 times a week	
Clean toilet/urinal	2 times a week	
Clean partitions	2 times a week	
Fill dispensers	2 times a week	
Spray buffing	2 times a month	
Clean walls	2 times a year	

Shower Cleaning		
TASK	FREQUENCY	
Clean shower floors	2 times a week	
Clean plumbing fixtures	2 times a week	
Clean shower walls	2 times a week	
Deep clean shower walls and floors	2 times a year	

Hallway/Offices Cleaning		
TASK	FREQUENCY	
Floor sweeping	2 times a week	
Damp mop floor	2 times a week	
Dust windowsills	2 times a week	
Vacuum	2 times a week	
Deep clean hallway walls	2 times a year	

Floor Cleaning (Includes above areas)		
TASK	FREQUENCY	
Deep clean floors	Every 6 months	

14. POL Operations-Fuels Office
B668 2900 NW 24th St

Restroom/Break Room Area Cleaning		
TASK	FREQUENCY	
Remove trash from receptacles	2 times a week	
Haul trash to trash dumpster	2 times a week	
Clean waste receptacles	2 times a week	
Replace plastic liner in waste receptacles	2 times a week	
Remove recycling from receptacles	2 times a week	

	Haul recycling to recycling dumpster	2 times a week
	Clean recycling receptacles	2 times a week
	Replace plastic liner in recycling receptacles	2 times a week
	Clean fronts of refrigerators and freezers	2 times a week
	Sanitize counters and surfaces	2 times a week
	Sweep floor	2 times a week
	Damp mop floor	2 times a week
	Clean plumbing fixtures	2 times a week
	Clean toilets/urinals	2 times a week
	Clean partitions	2 times a week
	Clean sinks/basins	2 times a week
	Clean benches	2 times a week
	Sweep and damp mop locker room	2 times a week
	Clean kick plates, door knobs, light switches	2 times a week
	Clean glass and mirrors	2 times a week
	Fill dispensers	2 times a week
	Clean walls	2 times a year
Shower Cleaning		
	TASK	FREQUENCY
	Clean shower floors	2 times a week
	Clean plumbing fixtures	2 times a week
	Clean shower walls	2 times a week
	Deep clean shower walls and floors	2 times a year
Hallway Cleaning		
	TASK	FREQUENCY
	Sweep floor	2 times a week
	Damp mop floor	2 times a week
	Clean kick plates, door knobs, light switches	2 times a week
	Sanitize and clean drinking fountains	2 times a week
	Clean mats at building entrances	2 times a week
	Clean inside and out all entry glass on doors	2 times a week
	Clean custodial closets and mop sinks	2 times a week
	Spray buffing	2 times a month
	Floor wax removal	2 times a year
	Deep clean hallway walls	2 times a year
Floor Cleaning and Polishing (Includes above areas)		
	TASK	FREQUENCY
	Deep clean floors	Every 6 months
	Waxing and buffing	Every 6 months

15. Fuel System Maintenance Hangar
B2600 2600 Greenlief St

Restroom/Break Room Area Cleaning		
	TASK	FREQUENCY
	Remove trash from receptacles	2 times a week
	Haul trash to trash dumpster	2 times a week
	Clean waste receptacles	2 times a week
	Replace plastic liner in waste receptacles	2 times a week
	Remove recycling from receptacles	2 times a week
	Haul recycling to recycling dumpster	2 times a week
	Clean recycling receptacles	2 times a week
	Replace plastic liner in recycling receptacles	2 times a week

Clean fronts of refrigerators and freezers	2 times a week
Sanitize counters and surfaces	2 times a week
Sweep floor	2 times a week
Damp mop floor	2 times a week
Clean plumbing fixtures	2 times a week
Clean toilets/urinals	2 times a week
Clean partitions	2 times a week
Clean sinks/basins	2 times a week
Clean benches	2 times a week
Sweep and damp mop locker room	2 times a week
Clean kick plates, door knobs, light switches	2 times a week
Clean glass and mirrors	2 times a week
Fill dispensers	2 times a week
Clean walls	2 times a year
Shower Cleaning	
TASK	FREQUENCY
Clean shower floors	2 times a week
Clean plumbing fixtures	2 times a week
Clean shower walls	2 times a week
Deep clean shower walls and floors	2 times a year
Hallway Cleaning	
TASK	FREQUENCY
Sweep floor	2 times a week
Damp mop floor	2 times a week
Vacuum	2 times a week
Clean kick plates, door knobs, light switches	2 times a week
Sanitize and clean drinking fountains	2 times a week
Clean mats at building entrances	2 times a week
Clean inside and out all entry glass on doors	2 times a week
Clean custodial closets and mop sinks	2 times a week
Spray buffing	2 times a month
Floor wax removal	2 times a year
Deep clean hallway walls	2 times a year
Floor Cleaning and Polishing (Includes above areas)	
TASK	FREQUENCY
Deep clean floors	Every 6 months
Waxing and buffing	Every 6 months

16. Squadron Ops
B2945 2945 NW 25th St

Restroom/Break Room Area Cleaning	
TASK	FREQUENCY
Remove trash from receptacles	2 times a week
Haul trash to trash dumpster	2 times a week
Clean waste receptacles	2 times a week
Replace plastic liner in waste receptacles	2 times a week
Remove recycling from receptacles	2 times a week
Haul recycling to recycling dumpster	2 times a week
Clean recycling receptacles	2 times a week
Replace plastic liner in recycling receptacles	2 times a week
Clean fronts of refrigerators and freezers	2 times a week
Sanitize counters and surfaces	2 times a week

Sweep floor	2 times a week
Damp mop floor	2 times a week
Clean plumbing fixtures	2 times a week
Clean toilets/urinals	2 times a week
Clean partitions	2 times a week
Clean sinks/basins	2 times a week
Clean benches	2 times a week
Sweep and damp mop locker room	2 times a week
Clean kick plates, door knobs, light switches	2 times a week
Clean glass and mirrors	2 times a week
Fill dispensers	2 times a week
Clean walls	2 times a year
Shower Cleaning	
TASK	FREQUENCY
Clean shower floors	2 times a week
Clean plumbing fixtures	2 times a week
Clean shower walls	2 times a week
Deep clean shower walls and floors	2 times a year
Hallway Cleaning	
TASK	FREQUENCY
Sweep floor	2 times a week
Damp mop floor	2 times a week
Vacuum	2 times a week
Clean kick plates, door knobs, light switches	2 times a week
Sanitize and clean drinking fountains	2 times a week
Clean mats at building entrances	2 times a week
Clean inside and out all entry glass on doors	2 times a week
Clean custodial closets and mop sinks	2 times a week
Deep clean hallway walls	2 times a year
Floor Cleaning (Includes above areas)	
TASK	FREQUENCY
Deep clean floors	Every 6 months

17. Squadron Ops, Command Section, Room 111E
B2945 2945 NW 25th St

Office Cleaning	
TASK	FREQUENCY
Remove trash from receptacles	2 times a week
Haul trash to dumpster	2 times a week
Clean waste receptacles	2 times a week
Replace plastic liner in receptacle	2 times a week
Vacuum	2 times a week
Dust windowsills	2 times a week

Note: The month of the year for floors to be waxed will be determined after the award of the contract.

- G. SDS**
Safety Data Sheets must be available and approved before use.

H. CLEANING CONTRACT POINTS OF CONTACT

- 1. Issuing Agency**
State of Nebraska, State Purchasing
This office will bid and award contract
- 2. Air National Guard**
Business Manager (CAR)
This office will administrate contract with approval from State Purchasing

I. PROJECT PLANNING AND MANAGEMENT

The supervisor will meet with the Contracting Agency Representative (CAR) weekly during the first month of the contract. Thereafter, meetings will be held monthly or as often as necessary as determined by the CAR. However, a meeting will be held when a written discrepancy report is issued and a mutual effort will be made to resolve all identified problems. Minutes of all meetings will be kept by the Contractor and will be signed by the CAR. Should the Contractor not concur with the findings it will be stated, in writing, all areas of non concurrence and presented to the CAR.

J. INSPECTION

- 1. Contractor Inspection:**
Contractor is responsible for inspecting work daily and enforcing standards to ensure compliance that this contract is met
- 2. Air National Guard Inspection:**
Air National Guard will not perform scheduled inspections but will inspect work with no notification to the Contractor. Air National Guard will notify the Contractor's Supervisor of any deficiencies either verbally or by email. Recurring or uncorrected deficiencies will be put in writing and sent to the Contractor to be remedied. Three (3) written notices of recurring offenses or deficiencies in a three-month period may be grounds for Air National Guard-Contractor mediation and subsequent contract termination.

K. PERSONNEL

- 1. Supervisor:**
There shall be at least one (1) Supervisor named who may be contacted, at a minimum, by phone Monday through Friday during normal business hours and any time personnel are on site. The Supervisor will be responsible for managing personnel, quality control, scheduling, documentation, and coordinating activities with the Air National Guard.
- 2. Personnel:**
Sufficient numbers of skilled, qualified and competent personnel shall be available to meet the Scope, Standard and Schedule of services defined in this contract. Personnel shall be polite, verbally unobtrusive, clean and neat in appearance and wear a uniform shirt denoting the company name as well as tags with their name and their employer's name at all times when on site.
- 3. Air National Guard:**
The Air National Guard is the Air National Guard represented by the persons explicitly listed in this contract.

L. BUSINESS REQUIREMENTS

1. Hours of Operation

a. Contractor Schedule:

The Contractor must provide a monthly schedule of services and/or change requests within 30 days prior to the commencement of work. The initial schedule must be submitted and approved by the Air National Guard prior to the commencement of this Contract. Negotiation meetings may be held with the Contractor and Air National Guard to finalize the proposed schedule. The Contractor is responsible for recording and distributing meeting minutes and schedules to the Air National Guard.

b. Daily Hours of Operation:

Hours of operation are limited to 7:30 a.m.-5:00 p.m. Monday through Friday.

c. Weekends:

The Contractor will not be allowed to work on weekends without prior approval.

d. State or Federal Emergencies:

There may be emergencies which require the Contractor to stop services. In the case of fire or severe weather, the Contractor will be expected to act in accordance with the direction given to building Users and resume services per the schedule when the threat passes. In case of threats to security, the Contractor will be directed to evacuate the site of his/her own accord and will be contacted again by the Air National Guard when they can resume services per the Schedule.

e. Unserviceable Areas:

Each time an area is not available for cleaning per the Schedule it must be brought to the attention of the Air National Guard during the same business day. If it is determined the area cannot be cleaned that day, it will be passed over and cleaning will resume on schedule with no reduction to the Contract.

2. Federal and State Holidays

The listed holidays are normally observed by both the Military Department, Federal and State employees; all buildings are closed.

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veterans Day	November 11th
Thanksgiving	Fourth Thursday of November
Day After Thanksgiving	Friday Following Thanksgiving
Christmas	December 25th

M. SECURITY AND TRANSPORTATION
MEMORANDUM FOR CONTRACTOR AND SUBCONTRACTOR PERSONNEL

1. **Personal Identity Verification of Contractor Personnel (FAR 52.204-9):**
The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201. The Contractor shall also comply in all subcontracts when the subcontractor is required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.
2. **155th Air Refueling Wing/Lincoln Air National Guard Base Entry Requirements (Local Policy).**
The contractor should be knowledgeable of and relay to installation security personnel any company screening procedures conducted in the company hiring process. The contractor shall provide all required information to the 155 ARW as prescribed in the 155 ARW Contractor Security Requirements memorandum for the generation of Entry Authority Lists. Background checks may be conducted by installation personnel on contractor and subcontractor personnel including but not limited to active criminal history, want/warrant checks, citizenship/immigration status and/or Terrorist Screening Center checks. Installation Security, on behalf of the Wing Commander, will deny access to any contractor employee found to have any one or more of the disqualifying factors as listed on the 155 ARW Contractor Security Requirements memorandum.
3. **On-Base Movement Requirements (Local Policy).**
The contractor will ensure all contractor personnel and subcontractors remain within the designated use areas unless otherwise coordinated by the 155 ARW. Failure to remain within designated use areas may result in removal and/or barring of the individual from the installation. Contractors (cleaning or other service personnel) will not have unmonitored presence in secure facilities and will be escorted to the greatest extent possible. Contractor employees should be identified by identification badges provided by their respective company or a shirt/jacket with a company logo or emblem.
4. **Continuity of Services (NGFARS 37.9, AFI 10-245 para 2.21.1 & Local Policy).**
Contractor is responsible for providing any required personal protective equipment (PPE) that may be required by employees or subcontractors to safely complete contract requirements in the expected operating environment. The 155 ARW will inform the contractor of the impending or actual threat or crisis and what types of PPE may be required. If appropriate, the contractor will develop and implement a continuity of operations plan when required. Non-essential contractors will be identified and directed to leave the installation during the implementation of Force Protection Conditions Charlie and Delta.
5. **Antiterrorism (AT) Training (USNORTHCOM Instruction 10-222, para 33.2.1.4.2 & AFI 10-245, para 2.18.6):**
While not required by governing regulations or in the scope of the contract, awareness level antiterrorism training consistent with Air Force AT Level I training curriculum is available to the contractor, employees, and subcontractors, if desired. Training material includes Force Protection Conditions, recognizing and reporting suspicious activity, personal protective actions in event of a terrorist attack, etc. If this training is desired, it will be provided at no cost to the government or the contractor and will be

accomplished within normal project hours. Anticipated duration of training is 60 minutes. Contact MSgt Jason Schroeder at (402) 309-1565 or via email at Jason.schroeder@ang.af.mil to coordinate training.

- 6.** Suspicious Activity Awareness and Reporting (Local Policy)
History has shown that most terrorist attacks are preceded by observable planning and preparation activities including surveillance, inquiring about shift schedules, acquiring supplies, conducting dry runs, and so on. Contractors and subcontractors can play an integral role in the detection of these potential activities. The installation runs an awareness and reporting program called Eagle Eyes with the aim to educate all base employees, whether military, civilian or contractor, on what to look for and what to report. Contractor will post Eagle Eyes flyers provided by the 155 ARW in conspicuous locations around the worksite and/or distribute to employees or subcontractors. On base, report all suspicious activity to the 155th Security Forces Squadron at 402-309-1552 or 402-309-1551. Off base, report suspicious activity to the Lincoln Airport Authority Communications Center at 402-458-2480 or to local civilian law enforcement as dictated by location.
- 7.** Operations Security (OPSEC AFI 10-701 & Local Procedures):
The Air Force Operations Security Program aims to reduce the vulnerability of Air Force missions to information collection and exploitation by adversarial groups or individuals. Contractor and subcontractor personnel can actively participate in OPSEC by refraining from asking questions about or publically repeating knowledge of the following base information or activities: movement or capabilities or forces, both personnel and equipment; operations of the base in general, to include timing or positioning of aircraft; manning or operations of security posts; aircraft or personnel schedule; and/or personally identifiable information such as rank and names, phone numbers, etc. While not required by governing regulations or in the scope of the contract, Operations Security training consistent with Air Force OPSEC training curriculum is available to the contractor, employees, and subcontractors, if desired. If this training is desired, it will be provided at no cost to the government or the contractor and will be accomplished within normal project hours. Anticipated duration of training is 30 minutes. Contact SMSgt Jason Schroeder at (402) 309-1565 or via email at Jason.schroeder@ang.af.mil to coordinate training.
- 8.** Adherence to AT requirements and potential future contracts:
Deviation from security or antiterrorism requirements through the course of this contract may impact eligibility for future contract consideration. (USNORTHCOM Instruction 10-222, para 33.2.1.3. & AFI 10-245, para 2.18.1)

 - a.** Licensed Vehicles:
Each vehicle accessing a site shall maintain current license, registration and insurance. Contractor may park freely in general employee parking lots in the vicinity of a facility during scheduled work hours only. Contractor must follow all traffic and security rules of a site. Motorcyclists are required to have Department of Defense-specific training in order to drive on any site. This will be briefed to the Contractor at the time of Contract award.
 - b.** Transportation:
At no time will the Air National Guard be responsible for Contractor transportation, movement or security.

- c. Site Access:
Contractor shall not be allowed to visit any other buildings or grounds on any National Guard property unless escorted by the Air National Guard. Contractor shall not be allowed to take pictures anywhere at any time while on Air National Guard property.

N. FACILITIES AND UTILITIES

- 1. Contractor Property:
Security of Contractor supplies, materials and equipment is the sole responsibility of the Contractor.
- 2. Designated Areas:
Custodial Storage Rooms: Contractor's immediate-use equipment and non-hazardous cleaning supplies must be kept in custodial rooms and transported daily. Rooms must be kept clean, organized and safe. All Contractor equipment and supplies must be clearly labeled with Contractor's identification. Cleaning detergents or chemicals must be properly stored and labeled with the name of the cleaner.
- 3. SDS:
Safety Data Sheets must be available and easily accessible in each storage location and approved before use. The Contractor shall keep all SDS up to date.
- 4. Refuse Dumpsters:
Contractor may not overfill the dumpsters (to any point where the lids do not come in contact with the container) or set refuse or recycling on the ground outside at any time. If a dumpster must be emptied to make room for refuse, the Contractor must notify the Air National Guard immediately.
- 5. Recycling Containers:
Contractor may not overfill the containers (to any point where the lids do not come in contact with the container) or set refuse or recycling on the ground outside at any time. If a container must be emptied to make room for recycling, the Contractor must notify the Air National Guard immediately.
- 6. Facility Damage:
Any damage caused by the Contractor must be documented and the Air National Guard notified immediately. Contractor will be responsible for the cost of repairs or replacement of damaged items.

O. SUPPLIES AND MATERIALS

- 1. The Air National Guard will provide user-expendable supplies, including:
 - a. Hand towels
 - b. Toilet paper
 - c. Trash and recycling collection liners
 - d. Feminine hygiene liners
 - e. Hand soap
- 2. The Contractor shall furnish all vehicles, equipment and tools necessary to properly perform the work defined in this contract. ALL equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces.

Contractor will provide all cleaning detergents and supplies to include, but not limited to:

- a. Floor cleaner
- b. Toilet cleaner
- c. De-liming or de-greasing chemicals
- d. Stainless steel cleaner
- e. Spot remover products
- f. Carpet cleaner products

3. The Contractor will provide, service and maintain all necessary equipment to accomplish this contract to include, but not limited to:

- a. Mops and mop buckets
- b. Brooms
- c. Burnishers
- d. Scrubbing brushes
- e. Rags
- f. Waste-gathering carts
- g. Carpet vacuums and cleaners

P. LOST AND FOUND

Any items of lost and found, including Air National Guard/User items found in the Contractor's assigned areas, shall be turned in to the CAR immediately

Q. REPORTING PROCEDURES FOR INCOMPLETE/UNACCEPTABLE SERVICES

1. Building Manager:

The Building Manager will report any incomplete or unacceptable services to the Business Manager (CAR).

2. Business Manager:

The Business Manager will review incomplete, defective, or unacceptable service and contact Contractor to provide for corrective measures as required to meet the terms of the contract.

3. Corrective Action:

The Contractor shall correct any incomplete or unacceptable services immediately if possible, and under no circumstances will more than 24 hours elapse without corrective action. Receipt of incomplete, defective or unacceptable services report requires the Contractor to explain, in writing, why performance was less than acceptable, how performance will be returned to or brought up to an acceptable level and how recurrence of the problem will be prevented. The Contractor shall ensure that his or her personnel are briefed on the defect and understand how to prevent a repeat report. Issuance of a custodial services report requires a meeting with the Contractor and Contracting Agency Representatives.

4. Repeat Violation:

Repeated violations may be cause for action under the "Breach" section of this contract.

R. ATTACHMENT A: FLOOR PLANS

1. See floor plans for areas covered by this RFP.

S. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

First of Month

Previous Month's Work

Form A

Bidder Contact Sheet

Request for Proposal Number 4875Z1

The Bidder Contact Sheet 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. 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.

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 4875Z1

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

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 Notification of Intent to Attend (Form B) is required by the date listed on the schedule of events and must be completed for each person, as a background check will be performed before the scheduled Mandatory Pre-proposal Conference and Walk Through. A Government issued id, ie. Driver's License will also be required to enter the Nebraska Air National Guard base.