State of Nebraska

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
Nebraska Department of
Environmental Quality
Suite 400, The Atrium Building
1200 N Street, P.O. Box 98922
Lincoln, NE 68509
Phone: (402) (471-2186)

SOLICITATION NUMBER	RELEASE DATE
RFP # DEQ15-04-06	**April 6, 2015**
OPENING DUE DATE AND TIME	PROCUREMENT CONTACT
June 4, 2015 1:30 p.m. Central Time	**Stephanie Vap-Morrow**

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, Department of Environmental Quality (NDEQ), is issuing this Request for Proposal, RFP # DEQ15-04-06 for the purpose of selecting two (2) or more qualified contractors to provide environmental engineering services including site assessments, groundwater monitoring evaluations, records review and report and plan preparation, remediation treatment system design, construction, operation and maintenance, solid waste management studies and design, technical document reviews, and program development activities.

Written questions are due no later than April 24, 2015, at 4:00 PM (Central time), and should be submitted via e-mail to stephanie.vap-morrow@nebraska.gov.

A Pre-Proposal Conference will not be held.

Contractor should submit one (1) original of the entire proposal. Proposals must be submitted by the following due date and time: June 4, 2015, at 1:30 PM (Central 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 the Lincoln office of the Nebraska Department of Environmental Quality (NDEQ) by the due date and time of proposal submittal. 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 submittal due date and time along with contractor's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.

It is the responsibility of the contractor to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date and time. Website address is as follows: http://deq.ne.gov and/or http://das.nebraska.gov/materiel/purchasing.html

3. 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 submittal 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.

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the Contractor 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 Contractor 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**: Contractor hereby attests that Contractor is a Nebraska Contractor. "Nebraska Contractor" shall mean any Contractor 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

Addendum/Addenda: 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.

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 contractors 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 contractor's competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

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

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

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

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

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

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

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

Contractor: Any individual or entity submitting a proposal in response to a written solicitation and/or having a contract to furnish commodities or services.

Contractor Performance Report: A report issued to the 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 contractor regarding any such report. The contractor performance report will become a part of the permanent record for the contractor. The State may require contractor to cure. Two such reports may be cause for immediate termination.

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.

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 (i.e., formal proposals) after opening to determine the contractor'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 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".

Late Proposal: A proposal received after the Submittal Due Date and Time.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Must: See Shall/Will/Must.

Submittal Date and Time: Specified date and time for the submittal of received, labeled, and sealed formal proposals.

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.

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: The offer submitted by a contractor in a response to written solicitation.

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 a Request for Proposal or resultant contract, brought by a contractor who has timely submitted a proposal 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.

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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 contractor to

distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Environmental Quality (NDEQ), is issuing this Request for Proposal, RFP # DEQ15-04-06 for the purpose of selecting two (2) or more qualified contractors to provide environmental engineering services including site assessments, groundwater monitoring evaluations, records review and report and plan preparation, remediation treatment system design, construction, operation and maintenance, solid waste management studies and design, technical document reviews, and program development activities.

A contract(s) resulting from this Request for Proposal will be issued approximately for a period of three (3) years effective the date of the award. The contract has the option to be renewed for two (2) separate, 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://deq.ne.gov and/or 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	April 6, 2015
2.	Last day to submit written questions	April 24, 2015
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://deq.ne.gov and/or http://das.nebraska.gov/materiel/purchasing.html	May 6, 2015
4.	Proposal Submittal Date and Time at NDEQ offices	June 4, 2015 1:30 p.m. Central Time
5.	Public Proposal Opening Location: Nebraska Department of Environmental Quality Suite 400, The Atrium Building 1200 N Street, P.O. Box 98922 Lincoln, NE 68509	June 4, 2015 1:30 p.m. Central Time
6.	Review for conformance of mandatory requirements	June 4, 2015
7.	Evaluation period	June 5, 2015 through June 30, 2015
8.	Oral Interviews/Presentations and/or Demonstrations	July 13, 2015 through July 22, 2015
9.	Post "Letter of Intent to Contract" to Internet at: http://deq.ne.gov and/or http://das.nebraska.gov/materiel/purchasing.html	July 29, 2015
10.	Contract finalization period	August or September, 2015
11.	Contract award	August or September, 2015
12.	Contractor start date	October, 2015

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Stephanie Vap-Morrow
Agency: Nebraska Department of Environmental Quality
Address: Suite 400, The Atrium Building
1200 N Street, P.O. Box 98922
Lincoln, NE 68509

Telephone: (402) 471-2186
E-Mail: stephanie.vap-morrow@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified contractors who will be responsible for providing environmental engineering services including site assessments, groundwater monitoring evaluations, records review and report and plan preparation, remediation treatment system design, construction, operation and maintenance, solid waste management studies and design, technical document reviews, and program development activities. 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 contractors 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.

Two or more time and materials contracts will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposals, 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(s), 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. Contractors 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-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract; and
4. Negotiations of the time and materials rates with each contractor.

Violations of these conditions may be considered sufficient cause to reject a contractor'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 requesting agency will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a contractor regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the NDEQ by the date shown in the Schedule of Events and clearly marked "RFP # DEQ15-04-06; Environmental Engineering Services RFP Questions". Questions should be sent via e-mail to stephanie.vap-morrow@nebraska.gov.

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

Question Number	RFP Section Reference	RFP Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at http://deq.ne.gov and/or http://das.nebraska.gov/materiel/purchasing.html on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

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

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 must 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 contractor 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, Contractor Contact Sheet.

Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear in Section II part A as specified on the face of each container or contractor's bid response packet. Rejected late proposals will be returned to the contractor unopened, if requested, at contractor's expense. If a recipient phone number is required for delivery purposes, (402) 471-2186 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 contractor'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.**

The Technical Proposal shall be packaged separately on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Loose-leaf binders are preferred. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. The Technical Proposal shall disclose the contractor's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the prospective contractors 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. Contractors 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 submittal due date and time will be considered late proposals. Rejected late proposals will be returned to the contractor unopened, if requested, at

contractor'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, in whole or in part, or to award to multiple contractors 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 contractor's competitive position. All awards will be made in a manner deemed in the best interest of the State.

J. EVALUATION OF PROPOSALS

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

1. Mandatory Requirements
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach

Evaluation criteria will become public information at the time of the formal Proposal opening. Evaluation criteria and a list of respondents will be posted to the Internet at: http://deq.ne.gov and/or http://das.nebraska.gov/materiel/purchasing.html. Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

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

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

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

L. 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. The SIGNED "Request for Proposal For Contractual Services" form;
2. Licenses for both a licensed professional geologist and a licensed professional engineer, each currently licensed in the State of Nebraska, and who are identified among the key personnel assigned to work under this RFP; or a statement that an

application for a license has been completed at the time of proposal submittal and that a license will be in place by the time a contract is signed;

3. A completed EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, as described in Section III.DDD of this RFP;

4. A completed Architect-Engineer Qualifications federal GSA standard form (SF 330); and

5. Documentation of affirmative steps to assure that minority business enterprises (MBEs), women-owned business enterprises (WBE), and small-disadvantaged business enterprises (SDEs) are to be utilized to the extent described in Section III.CC of this RFP.

M. 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(s) 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 contractors may receive reference checks and negative references may eliminate contractors from consideration for award.

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All contractors shall be authorized to transact business in the State of Nebraska. All contractors are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the contractor 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 contractor 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 registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract.

Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all contractors shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Contractors should submit the above certification(s) with their proposal.

O. 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 contractor's proposal;

2. Suspension of the contractor from further solicitation 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 contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions and certifies contractor maintains a drug free work place environment.

Contractors 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 contractor 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 contractor's inability to comply with such term or condition which includes a statement recommending terms and conditions the Contractor would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a contractor's proposal. Contractors 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, in whole or in part, or to award to multiple contractors 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 contractor'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 contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: http://deq.ne.gov and/or http://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 contractor 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, compensations, 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 this contract.

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

F. INSURANCE REQUIREMENTS

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as 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. OTHER INSURANCE

In addition to the above requirements, as part of the work described in a Task Assignment, the contractor may be required to obtain additional insurance coverage related to gaining access to railroad property in the State. NDEQ is obligated to pay the costs of applying for property access and obtaining the additional railroad protective liability insurance coverage.

5. EVIDENCE OF COVERAGE

At the time of contract negotiations, the contractor shall furnish a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of the requesting agency at:

Nebraska Department of Environmental Quality
Waste Management Division
Remediation Section Supervisor
Suite 400, The Atrium Building
1200 N Street
Lincoln, Nebraska 68509

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 NDEQ, Waste Management Division, Remediation Section Contract Administrator 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 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, the contractor certifies that there does not now exist any relationship between the contractor 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 contractor 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 contractor certifies that it will not employ any individual known by contractor 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 contractors in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to solicitation on this Request for Proposal.

N. ERRORS AND OMISSIONS

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

The contractor shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The contractor 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 contractor 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, utilizing the Task Assignment Process, 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 contractor 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 proposal process, all communication between the State and a contractor shall be between the Contractor's representative clearly noted in its proposal and the procuring agency representative 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 contractor 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 day's 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 "contractor performance report" form deemed acceptable by the Agency; 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. SOCIOECONOMIC CONSIDERATIONS

While this procurement is not set aside for others exclusively from such firms, NDEQ encourages the participation of prospective contractors and subcontractors that qualify as minority-business enterprises (MBEs), women-owned business enterprises (WBEs), small-business enterprises (SBEs), and small-disadvantaged businesses (SDBs).

The contractor agrees to comply with rules governing "Fair Share" of federal funds in accordance with the affirmative steps outlined in 40 CFR 30.44, or 40 CFR 33.240, or 40 CFR 35.6580, or Section 129 of Public Law 100-590, whichever is applicable. The contractor agrees to include in its proposal and require all of its subcontractors to include in their proposal for subcontracts, a "Fair Share." "Fair Share" Percentages: Supplies, 5% MBE, 12% WBE, Equipment, 6% MBE, 11% WBE; Services, 5% MBE, 11% WBE, and Construction, 6% MBE, 8% WBE. The contractor must take affirmative steps to assure that MBEs, WBEs, SBEs, and SDBs are used when possible as sources of services and supplies. Documentation must be included with the proposal detailing efforts to utilize these types of businesses.

Affirmative steps shall include the following:

1. Identifying qualified MBEs, WBEs, SBEs, and SDBs on solicitation lists;
2. Assuring that MBEs, WBEs, SBEs, and SDBs are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBEs, WBEs, SBEs, and SDBs;
4. Establishing delivery schedules, where the requirements of the work permits and encourages participation by MBEs, WBEs, SBEs, and SDBs;
5. Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate; and
6. If the contractor awards subagreements, requiring the subcontractor to take the affirmative steps as described above.

DD. 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 records (including the provisions of service, participant and data processing documents) shall become the property of the State of Nebraska 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.

EE. TASK ASSIGNMENT PROCESS

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

The contractor shall perform work, assigned under the contract, only as directed in a Task Assignment, and in accordance with the terms and conditions stipulated within the contract. The contractor shall provide services on an “as needed, if needed basis,” as determined by the NDEQ. NDEQ shall assume no responsibility and no liability for costs incurred by the contractor for work performed prior to, without the issuance, or above the ceiling price of a Task Assignment.

Upon issuance of a Task Assignment, the contractor shall prepare and submit a work plan and cost estimate to the NDEQ Contract Administrator to perform work described in the Task Assignment. NDEQ is obligated to pay the costs of preparing the work plan and cost estimate. Upon receipt, the work plan shall become the property of NDEQ. NDEQ shall have the right to use or adopt ideas contained in the work plan. Selection or rejection of the work plan will not affect this right.

NDEQ may accept or reject the contractor's work plan and cost estimate as submitted or enter into negotiations with the contractor. Upon agreement on the work plan and cost estimate, NDEQ will issue a Task Assignment with an associated ceiling price and schedule for completion of work. Upon receipt of a Task Assignment, the contractor shall commence work as specified therein. NDEQ may consider not issuing additional Task Assignments to a contractor based on the contractor's performance in meeting the approved ceiling price and schedule for completion of work in a Task Assignment.

In the event of a need for urgent action, NDEQ may require the contractor to begin work immediately prior to finalization of a Task Assignment. Written authorization shall be issued by the NDEQ Contract Administrator.

In the event a Task Assignment issued during the Term of the Contract is not completed within that period, NDEQ may amend the contract to extend the term to allow completion of the Task Assignment. All terms, conditions and provisions of the original Contract shall remain the same and apply during any extension period unless otherwise also amended concurrently.

If the contractor determines that the work plan and cost estimate needs to be modified, the contractor shall, prior to incurring costs exceeding the ceiling price, submit a written request to the NDEQ Contract Administrator specifying the needed modification, the reason for such modifications, and any anticipated change in the ceiling price. Upon agreement on the requested modifications, NDEQ will issue a Task Assignment Amendment with an associated new ceiling price. Upon receipt of a Task Assignment Amendment, the contractor shall commence work as specified therein. If agreement is not made on the requested modifications, then NDEQ is not obligated to pay for costs above the original ceiling price.

If NDEQ determines that the Task Assignment needs to be modified, NDEQ shall issue a Task Assignment Amendment to the contractor specifying the needed modification. The contractor shall then revise the work plan and cost estimate accordingly. Upon agreement on the requested modifications, NDEQ will issue a Task Assignment Amendment with an associated ceiling price. Upon receipt of a Task Assignment Amendment, the contractor shall commence work as specified therein.

FF. RETAINAGE

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

The State will withhold ten percent (10%) of the total ceiling price of each Task Assignment as retainage. The entire retainage amount will be payable upon successful completion of the work described in the Task Assignment. Upon completion of the work described in the Task Assignment, the contractor will invoice the State for any outstanding work and for the retainage, up to actual cost.

GG. 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.

HH. 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.

II. 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). All requests for payment shall be processed and paid within forty-five (45) calendar days of receipt of an invoice for services completed and accepted by the agency. When an invoice submitted is filled out incorrectly or when there is any defect or impropriety in an invoice submitted, the agency shall notify the Contractor in writing prior to the date on which the payment is due. This notice shall contain a description of the defect or impropriety and any additional information deemed necessary to enable the Contractor to correct the invoice.

Upon receiving a properly corrected invoice, the agency shall pay the corrected charges within forty-five (45) calendar days of receipt of the corrected invoice.

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.

The Contractor shall perform the work called for in each Task Assignment issued under this Contract on a Time and Materials basis. The Contractor shall receive compensation, as specified herein, for services and work performed up to the ceiling price established for each Task Assignment. NDEQ shall not be obligated to pay the Contractor any amount incurred in excess of the ceiling price of each Task Assignment

Labor costs will be computed by multiplying the applicable charge rate for the employee in question by the actual direct labor hours worked. The charge rate for each employee performing work under this Contract shall be based on the approved hourly rates to be established before finalizing the Contract, as part of the Contract Charge Rates negotiations process. Fractional parts of any hour shall be payable on a prorated basis.

The cost of subcontracts that are authorized pursuant to the requirements and restrictions for subcontractors contained in the RFP, shall be reimbursable costs which are established and approved as part of the project work plan and cost estimate approval process, before subcontractors perform work or are otherwise authorized to incur any expenditures chargeable to the project.

Direct cost items and services are defined as those materials which enter directly into the end product or which are used or consumed directly in connection with the furnishing of such product. Allowable costs of direct materials, supplies, services, etc., shall be determined by NDEQ. The Contractor shall be reimbursed for direct cost items and services purchased for the Contract, in accordance with approved project work plan and cost estimates that are calculated using NDEQ approved Contractor Charge Rates which will become part of the Contract.

The Contractor shall, to the extent of its ability, procure materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials, and take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. Credit shall be given to NDEQ for cash and trade discounts, rebates, allowances, credits, salvage, the value of resulting scrap when the amount of such scrap is appreciable, commissions, and other amounts which have accrued to the benefit of the Contractor, or would have so accrued except for the fault or neglect of the Contractor. Such benefits lost, through no fault or neglect on the part of the Contractor, or lost through fault of NDEQ, shall not be deducted from gross costs.

JJ. INVOICES

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

Invoices for payments must be submitted monthly by the contractor to the agency requesting the services with sufficient detail to support payment. 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.

The Contractor shall be paid upon submission of an original and properly certified invoice with supporting documentation and billing summary chart. Each Task Assignment shall be accounted for separately and be billed under a separate invoice(s). Invoices for each Task Assignment shall be submitted monthly. However, if the monthly expenditures for a Task Assignment are less than $500.00, the Contractor shall not submit an invoice and instead, carry that month's bills over to the following month until the total invoice amount to be claimed reaches or exceeds $500.00. To facilitate processing and payment, each invoice must reference the NDEQ Contract number and the applicable Task Assignment number.

Invoices shall be supported by an itemized statement of costs claimed to have been incurred by the Contractor during the period covered by the invoice and shall include copies of vouchers, invoices, or other evidence of actual payment for other direct charges. If a personal car is used, a mileage log must be submitted. Meal receipts are not required as long as the meal costs are within the allowable federal per diem rate for the project location. Alcoholic beverages are not reimbursable and must be subtracted and clearly annotated on receipts and invoices as not a valid charge.

A Billing Summary chart must also be included with each invoice with the following columns: (1) Task Description (with the project tasks listed as line items below that heading), (2) Agreed Upon Cost Per Task, (3) Amount Billed on Previous Invoices, by task, (4) Amount Billed on Current Invoice, by task, (5) Total Amount Billed to Date, by task, and (6) Percent of Task Completed (with approximate percentage of progress listed for each of the line-item tasks). At the bottom of the Budget Summary chart, the Totals for each of the columns must be tallied and shown. The Retainage Amount of the total ceiling price of the Task Assignment shall be computed and shown by taking 10% of the total amount summed under the Agreed Upon Cost Per Task column.

Printed and/or attached to each invoice shall be the following certification which shall be manually signed by an authorized representative of the Contractor: "I certify that the above bill is correct; that the amounts claimed represent fair charges against the Nebraska Department of Environmental Quality; and that reimbursement has not and will not be received from any other source, public or private."

KK. 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 ten (10) 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.

LL. 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.

MM. 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.

NN. CHANGES IN SCOPE/CHANGE ORDERS

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

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

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

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

OO. 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.

PP. 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.

QQ. 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 contractor 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 contractor 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. **Contractors may not mark their entire Request for Proposal as proprietary.**

Failure of the contractor to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other contractors 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, contractors 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.**

RR. CERTIFICATION OF INDEPENDENT PROPOSAL

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

By submission of this proposal, the contractor 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 contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the contractor

has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone 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 contractor has not, directly or indirectly, 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.

SS. 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 contractor 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; contractor of materials, supplies, equipment or services described in this RFP. Contractor 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 contractor 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 proposal or terminate the contract and impose further administrative sanctions.

TT. ETHICS IN PUBLIC CONTRACTING

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

No contractor 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 contractor shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

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

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 that 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 newly hired employee.

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

1. The contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: 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. TITLE 2 CFR (UNIFORM ADMINISTRATIVE REQUIREMENTS)

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

The Contractor shall comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards located at Title 2 of the Code of Federal Regulations Part 200.

EEE. AMERICANS WITH DISABILITIES ACT

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

The contractor shall comply with all applicable provisions of the Americans with Disabilities Act.

FFF. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

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

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

1. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

2. Our right to terminate unilaterally that is described in the above paragraph: (1) implements section 106{g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of the Prohibition Statement below in any sub-award you make to a private entity.

Prohibition Statement - You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

GGG. CIVIL RIGHTS OBLIGATIONS

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

GENERAL

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 4240, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

STATUTORY REQUIREMENTS

In carrying out this agreement, the recipient must comply with :

Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including : For Title IX obligations, 40 C.F.R. Part 5; and
For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.

As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI - LEP, Public Participation and Affirmative Compliance Obligation

As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled *" Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons."* The guidance can be found at http://www.epa.gov/civilrights/lepaccess.htm

If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf.

In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

IV. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by contractors in preparing the Technical Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

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

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of four (4) sections:

1. Mandatory Requirements;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. MANDATORY REQUIREMENTS

The SIGNED "Request for Proposal For Contractual Services" form;

Licenses for both a licensed professional geologist and a licensed professional engineer, each currently licensed in the State of Nebraska, and who are identified among the key personnel assigned to work under this RFP; or a statement that an application for a license has been completed at the time of proposal submittal and that a license will be in place by the time a contract is signed;

A completed EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, as described in Section III.DDD of this RFP;

A completed Architect-Engineer Qualifications federal GSA standard form (SF 330); and

Documentation of affirmative steps to assure that minority business enterprises (MBEs), women-owned business enterprises (WBE), and small-disadvantaged business enterprises (SDEs) are to be utilized to the extent described in Section III.CC of this RFP.

By signing the "Request for Proposal for Contractual Services" form, the contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies contractor maintains a drug free work place environment. The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the approach being proposed by the contractor in such a way as to provide the Evaluation Committee with a broad understanding of the contractor's Technical Proposal. Contractors must present their understanding of the problems being addressed by implementing a new project, the objectives and intended results of the project, and the scope of work. Contractors shall summarize how their Technical Proposal meets the

requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

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

a. CONTRACTOR IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

If the contractor is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

If any party named in the contractor's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

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

The contractor must address the following:

Provide narrative descriptions to highlight the similarities between the contractor's experience and this Request for Proposal. These descriptions must include:

a) The time period of the project;
b) The scheduled and actual completion dates;
c) The contractor's responsibilities;

d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and

e) Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a contractor performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

Identify Key Personnel

The contractor must present a detailed description of its proposed approach to the management of the scope of work under contract.

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

Contract Administrator

The contractor shall designate a Contract Administrator to be the primary point of contact to NDEQ regarding contractual matters. Specific responsibilities of the Contract Administrator shall include, but may not be limited to, the following:

a) Ensuring work plans (including scheduling of work) and proposed costs are prepared and submitted for approval by NDEQ for each task order.
b) Providing all support staff, facilities, administrative capabilities, clerical support and all other resources as needed to ensure the successful and efficient accomplishment of task assignments issued under contract.
c) Receiving, acknowledging, and implementing all task assignments.
d) Designating a Project Manager for each task order.
e) Providing overall supervision and administrative support to the Project Manager.
f) Reporting and correcting all problems encountered in performing work pursuant to task orders or in the administration of this contract whether noted by the contractor or noted by NDEQ.
g) Preparing and submitting all reports, data, or other deliverables required for task assignments.

Project Managers
For each task assignment issued to the contractor, the Contract Administrator shall designate a Project Manager. Specific responsibilities of the Project Manager shall include, but may not be limited to, the following:

a) Maintaining close communication and coordination with NDEQ and the Contract Administrator regarding performance of a task assignment.
b) Conducting on-site reconnaissance as required to develop detailed work plans and cost estimates.
c) Providing administrative support, supervision, and management of personnel, equipment, materials, and subcontractors assigned to the project. Personnel and subcontractors shall remain dedicated to a project and not be removed until its completion, unless authorized or required by NDEQ.
d) Taking immediate corrective action when performance is not acceptable to NDEQ.
e) Ensuring that quality assurance, site health and safety, and any other performance related controls are adhered to during the performance of the work.
f) Obtaining site access and utility location/clearance.

Professional Geologist
A licensed professional geologist in the State of Nebraska shall be assigned to direct field activities and prepare or approve technical reports related to the practice of geology. A copy of the professional geologist license for the assigned geologist, or a statement that an application for a Nebraska license has been made at the time of proposal submittal and that a license will be in place by the time a contract is signed, must be included within Section 1 of the technical proposal in order to be considered for an award.

Professional Engineer
A licensed professional engineer in the State of Nebraska shall be assigned to review all engineering design documents, plans and specifications. The engineer or subordinates shall have experience with remediation treatment system design, construction, operation and maintenance for soil and groundwater contamination and experience with landfill design and construction. A copy of the professional engineering license for the assigned engineer, or a statement that an application for a license has been made at the time of proposal submittal and that a license will be in place by the time a contract is signed, must be included within Section 1 of the technical proposal in order to be considered for an award.

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

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address,

and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

If having been determined that the employees whose names appear in the contract documents, or persons approved by NDEQ as persons of substantially equal abilities and qualifications, are necessary for the successful performance of this contract, the contractor agrees to assign such employees or persons to the performance of the work under this contract and shall not reassign or remove any of them without the consent of NDEQ. Whenever, for any reason, one or more of the aforementioned employees are unavailable for assignment for work under the contract, the contractor shall, with the approval of NDEQ, replace such employee with an employee of substantially equal abilities and qualifications.

j. SUBCONTRACTORS

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

Name, address, and telephone number of the subcontractor(s); and
Specific tasks for each subcontractor(s);
Names, titles, and resumes of all personnel proposed to work on the project.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must include an understanding of and proposed development/approach for the Scope of Work identified below.

a. PROJECT OVERVIEW

The Nebraska Department of Environmental Quality (NDEQ) has Cooperative Agreements with Region VII of the U.S. Environmental Protection Agency (EPA) to conduct site assessments, groundwater monitoring evaluations, records review and report and plan preparation, remediation treatment system design, construction, operation and maintenance, solid waste management studies and designs, technical document reviews, and program development activities. NDEQ is issuing this Request for Proposal (RFP) for the purpose of selecting two (2) or more qualified contractors to provide environmental engineering services and other technical support functions related to NDEQ's involvement with the following State and Federal environmental programs:

i. Superfund pre-remedial and remedial programs,
ii. Nebraska Voluntary Cleanup program,
iii. Brownfields assessment program,
iv. Federal facilities corrective action program at active and formerly used Department of Defense (DOD) sites,
v. Groundwater monitoring and corrective action programs for permitted and interim status hazardous waste facilities,
vi. Groundwater monitoring and corrective action programs for permitted solid waste disposal areas,
vii. Initial and detailed site assessments and remedial action required by State regulations,
viii. Other environmental laws, statutes, or regulatory/enforcement programs.

b. SCOPE OF WORK

NDEQ is requesting proposals to provide environmental engineering services related to site assessments, groundwater monitoring evaluations, records review and report and plan preparation, remediation treatment system design, construction, operation and maintenance, solid waste management studies and designs, technical document reviews, and program development activities. Neither the exact scope of nor the full range of services are known at this time, and is expected to emerge during the course of implementation of each awarded Contract. However, the following are many of the tasks and activities that are potentially to be assigned:

i. Site Assessments and Groundwater Monitoring Evaluations

a) Conducting site assessments for sites that are either known or suspected to have had a release of hazardous substances.
b) Collecting soil, soil-gas, and groundwater samples using direct push technology.
c) Installing vadose zone and groundwater monitoring wells, using conventional design, installation and construction methods, for collecting soil, soil-gas and groundwater samples.
d) Collecting surface water and sediment samples.
e) Collecting indoor air samples to evaluate vapor intrusion.
f) Collecting samples of hazardous materials.
g) Performing on-site (mobile laboratory) analysis of soil, soil-gas and groundwater samples for volatile organic compounds, and other contaminants as stipulated for a particular site.
h) Utilizing the services of fixed laboratory analysis of environmental samples.
i) Conducting lead-based paint and asbestos surveys.
j) Preparing field logbooks and photographic documentation logs.
k) Providing site security to protect the public and the work effort.
l) Conducting proper testing, handling, and disposal procedures for all investigation-derived waste in accordance with applicable State and Federal environmental laws.
m) Providing site restoration services including but not limited to regrading surfaces, replacing soil, replanting vegetation, and repairing/replacing damaged pavements and/or utilities.
n) Collecting land surveying and global positioning system data for sampling points, structures, or other significant features at a site.
o) Performing field oversight/auditing duties.
p) Performing groundwater monitoring evaluations at permitted and interim status hazardous waste facilities and permitted solid waste disposal areas.
q) Conducting Hazard Ranking System scoring and other scoring activities for Superfund site assessments.

ii. Records Review and Report and Plan Preparation

a) Conducting record searches and preparing maps, aerial photos, and reports related to historical operations and ownership at various sites.

b) Performing professional interpretation and presentation of site assessment and groundwater monitoring data.
c) Creating Geographic Information System themes based on data and information provided by NDEQ such as monitoring well locations, property boundaries, facility structures, or other information as specified in individual task orders.
d) Producing environmental reports for site assessment and groundwater monitoring evaluations. The reports may include, but are not limited to:

i. Superfund Pre-CERCLIS Site Screening Assessment, Preliminary Assessment (PA), Site Inspection (SI), Combined PA/SI, Site Re-assessment, or Expanded Site Inspection;
ii. Brownfields Assessment at eligible Brownfields sites;
iii. Initial and Detailed Site Assessment; and
iv. Hazardous waste facility Comprehensive Monitoring Evaluation and Operation and Maintenance Inspection.

e) Preparing site management and quality assurance/quality control documents including, but not limited to:

i. Quality Management Plans in accordance with EPA Requirements for Quality Management Plans, EPA QA/R-2;
ii. Quality Assurance Project Plans in accordance with EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5; and
iii. Generic and site-specific Health and Safety Plans in accordance with applicable OSHA requirements.

iii. Remediation Systems

a) Performing architectural and engineering design functions for environmental remediation treatment systems.
b) Conducting and providing oversight of environmental remediation treatment system construction and associated fieldwork.
c) Conducting Operations & Maintenance activities for environmental remediation treatment systems.
d) Conducting inspections of institutional controls to evaluate compliance with activity and use limitations on property.
e) Completing pilot studies, treatability studies, feasibility studies, and groundwater flow and contaminant fate and transport modeling.

iv. Solid Waste Management Studies and Designs

i. Conducting catastrophic animal mortality studies and preparing management plans,
ii. Conducting studies and preparing plans related to the location, design, construction, operation, closure and post closure of landfills.

v. Technical Document Reviews

i. Providing review and comment on technical documents including, but not limited to:

a) Superfund Remedial Investigation/Feasibility Study, Engineering Evaluation and Cost Analysis, Remedial Design/Remedial Action;
b) Groundwater monitoring reports, including statistical analysis at hazardous waste facilities and permitted solid waste disposal areas;
c) Initial and Detailed Site Assessments and Remedial Action Plans required by State regulations;
d) RCRA Facility Assessment and RCRA Facility Investigation at hazardous waste facilities; and
e) Corrective Measures Study and Corrective Measures Implementation at hazardous waste facilities.

vi. Program Development and Public Outreach

a) Preparing program development materials including standard operating procedures, review checklists, and guidance documents; and
b) Assisting NDEQ in developing public outreach materials and conducting workshops related to cleanup programs.

Form A

Contractor Contact Sheet

Request for Proposal # DEQ15-04-06

The Contractor 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 contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response. Each contractor shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each contractor shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	