

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

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
4201Z1	January 10, 2013
OPENING DATE AND TIME	PROCUREMENT CONTACT
February 7, 2013 2:00 p.m. Central Time	Mary Lanning

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4201Z1 for the purpose of selecting a qualified contractor to provide Custodial Services for the Nebraska Military Department at multiple locations in Lincoln, NE.

Written questions are due no later than January 25, 2013, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

A Pre-Proposal Conference and site visit with mandatory attendance will be held on January 24, 2013 at The Spirit of 76 Readiness Center, 1776 N. 10th Street, Lincoln, NE 68508 at 9:00 AM.

Bidder should submit one (1) original and two (2) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

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

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>.
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

Addendum: Something added or to be added.

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

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

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

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

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

Business Day: Any weekday, excepting public holidays.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Work Day".

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

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

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

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under “Conversion” as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator’s interest(s) therein.

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

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

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

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

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

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder’s responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with “Renewals.”

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

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Installation Date: The date when the procedures described in “Installation by Contractor, and Installation by State”, as found in the RFP, are completed.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

May: Denotes discretion.

Mandatory: Required, compulsory or obligatory.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with “Release Date”.

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

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State’s Licensed Software on the State’s CPU’s, programming, and/or executing the State’s programs and Licensed Software on the contractor’s CPU’s or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

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

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

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

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

Project: The total of all software, documentation, and services to be provided by the contractor under the contract.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

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

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

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

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with “Opening Date”.

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

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

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

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

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

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

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

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

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Vendor: An actual or potential contractor; a contractor.

Will: Denotes the imperative, required, compulsory or obligatory.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4201Z1 for the purpose of selecting a qualified contractor to provide Custodial Services for the Nebraska Military Department at multiple locations in Lincoln, NE.

A contract resulting from this Request for Proposal will be issued from the date of contract award through 9/30/2013, with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

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

A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	January 11, 2013
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	January 22, 2013
3.	Mandatory Pre-Proposal Conference Location: Spirit of 76 Readiness Center 1776 N. 10 th Street Lincoln, NE 68508 <i>* Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.</i>	January 24, 2013
4.	Last day to submit written questions after Pre-Proposal conference	January 25, 2013
5.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	January 31, 2013
6.	Last day to submit "Letter of Intent To Bid"	February 1, 2013
7.	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	February 7, 2013 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	February 7, 2013
9.	Evaluation period	February 7, 2013 – February 14, 2013
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
11.	Post "Letter of Intent to Contract" to Internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm	To Be Determined
12.	Contract award	To Be Determined
13.	Contractor start date	March 1, 2013

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Mary Lanning
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Custodial Services for the Nebraska Military Department at multiple locations in Lincoln, NE at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

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

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

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

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4201Z1; Custodial Services for the Nebraska Military Department at multiple locations in Lincoln, NE.

It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Mary Lanning, showing the total number of pages transmitted, and clearly marked "RFP Number 4201Z1; Custodial Services for the Nebraska Military Department at multiple locations in Lincoln, NE. Questions".

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

E. PRE-PROPOSAL CONFERENCE

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

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

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

Notification of attendance must be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend Pre-Proposal Conference" (see Form B) that accompanies this document to the contact person shown on the cover page of the

Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

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, clearly identified as such, and two (2) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

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

The Proposals should be packaged separately (loose-leaf binders are preferred) 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. 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. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder'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 bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

H. LATE PROPOSALS

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

I. REJECTION OF PROPOSALS

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

J. MANDATORY REQUIREMENTS

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

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

K. REFERENCE CHECKS

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

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

L. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

M. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

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

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

A. GENERAL

Accept
& Initial

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

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

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) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request for Proposal form, 6) the contractor's proposal.

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

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

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

Once an intent to award decision has been determined, it will be posted to the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/agencyervicesprocurementmanual/ProtestGrievanceProcedureForServices.doc>

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

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

Accept
& Initial

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

D. PERMITS, REGULATIONS, LAWS

Accept
& Initial

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

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

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

F. INSURANCE REQUIREMENTS

Accept
& Initial

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

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

- c. **COMMERCIAL AUTOMOBILE LIABILITY**
Bodily Injury/Property Damage \$1,000,000 combined single limit
- d. **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance \$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

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

G. COOPERATION WITH OTHER CONTRACTORS

Accept
& Initial

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

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

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

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

J. CONTRACTOR PERSONNEL

Accept
& Initial

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

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

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

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

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

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

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept
& Initial

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

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

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

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

M. PROPOSAL PREPARATION COSTS

Accept
& Initial

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

N. ERRORS AND OMISSIONS

Accept
& Initial

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

O. BEGINNING OF WORK

Accept
& Initial

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

P. ASSIGNMENT BY THE STATE

Accept
& Initial

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

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

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

S. GOVERNING LAW

Accept
& Initial

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

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

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

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

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

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

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

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

Y. EARLY TERMINATION

The contract may be terminated as follows:

Accept
& Initial

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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) 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.

Accept
& Initial

AA. BREACH BY CONTRACTOR

Accept
& Initial

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

BB. ASSURANCES BEFORE BREACH

Accept
& Initial

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. PENALTY

Accept
& Initial

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

DD. FORCE MAJEURE

Accept
& Initial

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.

EE. PROHIBITION AGAINST ADVANCE PAYMENT

Accept
& Initial

Neb. Rev. Stat. §73-501 through 73-509 says “payments shall be made when contractual deliverables are received or in accordance with specific contractual terms and conditions.” Standard term is to pay after deliverables and that any alteration of that standard term should be carefully considered and used only when absolutely necessary to accommodate certain critical exceptions, i.e. insurance premiums, etc. that must be paid in advance.) Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

FF. PAYMENT

Accept
& Initial

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH

deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services. §

GG. INVOICES

Accept
& Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Each facility must be billed as a separate line item on each monthly invoice. 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.

HH. AUDIT REQUIREMENTS

Accept
& Initial

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

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

II. TAXES

Accept
& Initial

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.

JJ. INSPECTION AND APPROVAL

Accept
& Initial

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.

KK. CHANGES IN SCOPE/CHANGE ORDERS

Accept
& Initial

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.

LL. SEVERABILITY

Accept
& Initial

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.

MM. CONFIDENTIALITY

Accept
& Initial

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.

NN. PROPRIETARY INFORMATION

Accept
& Initial

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

proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

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

PP. PRICES

Accept
& Initial

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

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

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

QQ. BEST AND FINAL OFFER

Accept
& Initial

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

RR. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

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

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

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

SS. INDEMNIFICATION

Accept
& Initial

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.

TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept
& Initial

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

UU. ANTITRUST

Accept
& Initial

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

VV. DISASTER RECOVERY/BACK UP PLAN

Accept
& Initial

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.

WW. TIME IS OF THE ESSENCE

Accept
& Initial

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

XX. RECYCLING

Accept
& Initial

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

YY. DRUG POLICY

Accept
& Initial

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

ZZ. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security

or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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.

Accept
& Initial

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. SERVICE ADDRESSES

1. Joint Forces Headquarters (JFHQ), 2433 NW 24th Street,
2. Lincoln 1776 Readiness Center (1776), 1776 N 10th Street,
3. Lincoln Penterman Readiness Center (Penterman), 2400 NW 24th Street,
4. 1600 Building (1600), 1600 N 10th Street,
5. Field Maintenance Shop (FMS#1), 1111 Military Rd,
6. Combined Support Maintenance Shop (CSMS), 2960 N Park Rd,
7. United States Property and Fiscal Office Supply Center (USPFO), 2950 N Park Rd

B. STATEMENT OF WORK FOR CUSTODIAL SERVICES

1. GENERAL

Provide custodial services as described herein to include vacuuming, mopping, dusting, shining, sanitizing, spot removal, refuse collection and providing and maintaining equipment and supplies.

2. INTENT OF CONTRACT

Provide custodial services, equipment and supplies to accomplish the following for Nebraska Army National Guard Facilities, Lincoln, Nebraska:

- a. Inventorying, Restocking and Ordering Supplies
- b. Collecting Refuse and Recycling
- c. Cleaning General Use Areas (Entryways, Lobbies, Corridors, Elevator, and Stairs)
- d. Cleaning Toilet and Locker Rooms
- e. Cleaning Break Rooms and Kitchenettes
- f. Cleaning Administrative Areas (Private Offices, Suites and Conference Rooms)
- g. Cleaning Gyms

3. REQUIREMENTS

a. DEFINITION OF SERVICES

- i. **Period of Service**
Contractor shall be prepared to commence services from date of contract award. Contract period will be through 30 September 2013 with an option of two (2) one-year renewals.
- ii. **Scope**
Defines the extent of custodial services to be performed.
- iii. **Standards**
Defines the overall expectations and specifications for services to be performed.
- iv. **Schedule**
Defines the minimum frequency of performing custodial services within the Scope and Standard. Times of the week and day the services are to be performed will be coordinated after the Contractor submits a formal

proposal and is awarded a contract. Services will be performed during normal business hours only.

v. Pricing, Invoicing, and Payments

- a)** Bid pricing will be given as one monthly fee for each facility based on the following Scope, Standard, Schedule and Floor Plans.
- b)** Any Additional Services coordinated and approved by the State prior to performance may be invoiced separately for the quoted amount.
- c)** Contractor must invoice once a month only within 30 days of completing service.
- d)** Payments will be processed and paid in accordance with the State of Nebraska Prompt Payment Act.

b. PERSONNEL

i. Contractor

The Contractor shall be the company named on this contract responsible for meeting the terms of the contract. All personnel accomplishing services under the contract are collectively referred to as "Contractor."

ii. Supervisor

There shall be at least one Supervisor named who may be contacted, at a minimum, by phone Monday through Friday during normal business hours and any time personnel are on site. They will generally be responsible for managing personnel, quality control, scheduling, documentation, and coordinating activities with the State.

iii. Personnel

Sufficient numbers of skilled, qualified and competent personnel shall be available to meet the Scope, Standard and Schedule of services defined in this contract. Personnel shall be polite, verbally unobtrusive, clean and neat in appearance and wear name tags with their name and their employer's name at all times when on site.

iv. Subcontractors

Contractor may use subcontractors to meet the requirements of this contract with written consent of the State. Supervisors may not be subcontracted.

v. State, Users

The State is the Nebraska Military Department represented by the persons explicitly identified to the contractor prior to the issuance of a Notice to Proceed. Users may not direct the Contractor in any manner.

c. HOURS OF OPERATION

- i. Contractor Schedule**
The Contractor must provide a monthly schedule of services and/or change requests within 30 days prior to the commencement of work. The initial schedule must be submitted and approved by the State prior to the commencement of this Contract. Coordination meetings may be held with the Contractor and State to finalize the proposed schedule. The Contractor is responsible for recording and distributing meeting minutes and schedules to the State.
- ii. Daily Hours of Operation**
Hours of operation are limited to 7:30 a.m.-4:00p.m. Monday through Friday during non-Federal holidays.
- iii. Weekends**
The Contractor will not be allowed to work on weekends.
- iv. Holidays**
A schedule of Federal holidays will be provided to the contractor upon Contract award. The Contractor will not be allowed to work on Federal holidays.
- v. State or Federal Emergencies**
There may be emergencies which require the Contractor to stop services. In the case of fire or severe weather, the Contractor will be expected to act in accordance with the direction given to building users and resume services per the schedule when the threat passes. In case of threats to security, the Contractor will be directed to evacuate the site on his/her own accord and will be contacted again by the State Representative when they can resume services per the Schedule.
- vi. Unserviceable Areas**
Each time an area is not available for cleaning per the Schedule it must be brought to the attention of the State Representative during the same business day. If it is determined the area cannot be cleaned that day, it will be passed over and cleaning will resume on schedule with no reduction to the Contract.

d. SECURITY AND TRANSPORTATION

- i. Background Checks**
Every person on site representing the Contractor must have an acceptable background check. Contractor is responsible to provide Nebraska State Patrol background checks, copies of photo IDs of all personnel and all vehicle registration and insurance information to the State.
- ii. Licensed Vehicles**
Each vehicle accessing a site shall maintain current license, registration and insurance. Contractor may park freely in general employee parking lots in the vicinity of a facility during scheduled work hours only.

Contractor must follow all traffic and security rules of a site. Motorcyclists are required to have Department of Defense-specific training in order to drive on any site. This will be briefed to the Contractor at the time of Contract award.

- iii. Transportation
At no time will the State be responsible for Contractor transportation, movement or security.
- iv. Site Access
Contractor shall not be allowed to visit any other buildings or grounds on any National Guard property unless escorted by the State. Contractor shall not be allowed to take pictures anywhere at any time while on the National Guard Property.
- v. Contractor Property
Security of Contractor supplies, materials and equipment is the sole responsibility of the Contractor. Contractor will be granted sole-use areas for storage and operational purposes. State will provide keys for these areas, as requested and justified, by the Contractor.

e. FACILITIES AND UTILITIES

- i. Contractor Access
Contractor shall be issued one set of keys to their areas of assembly, supplies, equipment and inventory. Contractor will be given a list of Users to contact for access to non-common use areas for restocking of State inventory or cleaning areas of responsibility.
- ii. Designated Areas
 - a) Toilet Rooms
Cabinets may be provided to contain State inventory only for use of restocking and immediate-use, non-hazardous cleaning supplies. Cabinets must be kept clean and organized and be safe to open/close.
 - b) Custodial Rooms
Contractor immediate-use equipment and supplies must be kept in custodial rooms and transported daily. Rooms must be kept clean, organized and safe. All Contractor equipment and supplies must be clearly labeled with Contractor's identification. Cleaning detergents or chemicals must be properly stored and labeled with the name of the cleaner. A Material Safety Data Sheet (MSDS) for that cleaner must be easily accessible in the same room. MSDS' shall be kept up to date by the Contractor. Contractor may specify and request storage to be permanently installed by the State to suit their needs and operations.
 - c) Storage Areas
Storage Areas may be provided for a reasonable amount of over-sized equipment or a generous supply and material

inventory. State-provided supplies may only be accessed under the supervision of State representatives.

- d) Refuse Dumpsters**
Contractor may not overfill the dumpsters (to any point where the lids do not come in contact with the container) or set refuse or recycling on the ground outside at any time. If a dumpster must be emptied to make room for refuse, the Contractor must notify the State immediately.
- e) Recycling Containers**
Contractor may not overfill the containers (to any point where the lids do not come in contact with the container) or set refuse or recycling on the ground outside at any time. If a container must be emptied to make room for recycling, the Contractor must notify the State immediately.
- f) Facility Damage**
Any damage by the Contractor must be documented and the State Representative notified immediately. Contractor will be responsible for the cost of repairs.
- g) Use of Utilities**
Reasonable use of water and electricity to meet the terms of this contract will be provided by the State in the areas identified.

iii. Supplies and Materials

- a) State-Provided**
 - 1) State will provide user-expendable supplies include:**
 - 1. Hand towels,
 - 2. Toilet paper,
 - 3. Trash and recycling collection liners,
 - 4. Feminine and Male latrine hygiene products, and
 - 5. Hand soap.
- b) Contractor-Provided**
Contractor will provide all cleaning detergents and supplies to include, but not limited to:
 - 1) Floor cleaner,**
 - 2) Toilet cleaner,**
 - 3) De-Liming or de-greasing chemicals,**
 - 4) Stainless steel cleaner,**
 - 5) Spot-remover,**
 - 6) Carpet cleaner, and**
 - 7) Air Freshener.**

c) Equipment

1) State-Provided
State will provide:

1. Cabinets or shelves for storage of supplies and materials as requested by the Contractor; and
2. Any equipment, additional to what is Contractor-provided, which they deem necessary for efficient operations. Contractor will be responsible scheduling training, service and routine maintenance of State-provided equipment. State will pay for the necessary service and maintenance of State-provided equipment.

d) Contractor-Provided

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

- 1) Mops and mop buckets,
- 2) Brooms,
- 3) Burnishers,
- 4) Scrubbing brushes,
- 5) Rags,
- 6) Waste-gathering carts, and
- 7) Carpet vacuums and cleaners.

iv. Inspection and Communication

a) Contractor Inspection

Contractor is responsible for inspecting work daily and enforcing standards to ensure compliance with this contract is met.

b) State Inspection

State will not conduct scheduled inspections, but will inspect work with no notification to the Contractor. The State will notify the Contractor's Supervisor of any deficiencies verbally. Recurring or uncorrected deficiencies will be placed in writing and sent to the Contractor to be remedied. Three written notices of recurring offenses or deficiencies in a three-month period may be grounds for State-Contractor mediation and subsequent contract termination.

c) Complaints

User-complaints or request for services shall be directed to the State Representative for that facility. Contractor is not required to take action on user complaints or requests directly. Complaints will be handled as noted above under State Inspection.

- d) **Lost and Found**
Any items of lost and found, including State Employee items found in the Contractor's assigned areas, shall be turned into the State Representative for that facility immediately.

C. SCOPE OF SERVICES

1. INVENTORYING, RESTOCKING AND ORDERING STATE-PROVIDED SUPPLIES

Contractor shall take regular inventory and restock supply, material and equipment necessary to meet the terms of this contract. Requests for additional State-provided items shall be made to the Facility Coordinators within 15 days of the need. Contractor may keep up to 90 days of State-provided supplies on hand at any given time.

2. COLLECTING REFUSE AND RECYCLING

All refuse and recycling in areas covered by this RFP shall be collected and disposed of in a sanitary, unobtrusive and efficient manner. Collection will occur as per the attached Schedule. Liners should be changed at least bi-weekly or more frequently if they are damaged or soiled.

3. GENERAL USE AREAS

Definitions are below. Walls and Floors must be cleaned in General Use areas in addition to:

a. DOORS AND WINDOWS

Doors and Windows are considered in General Use Areas if they are separating an Entryway, Lobby, Corridor, or Stair from any another area. Cleaning will include permanently installed window coverings, window sills, tops of doors, door surfaces, glass, hardware and frames.

b. ENTRYWAYS

Entryways include the exterior doors (interior and exterior sides), door hardware (interior and exterior) and window surfaces (interior and exterior) used as entry into the building and adjacent to Vestibules, Lobbies, Corridors or Stairs.

c. VESTIBULES

Vestibules are any floor and wall area contained by at least two-doors, one of which leads to the outside. Clean doors, hardware, frames and glass – inside and out.

d. LOBBIES

Lobbies are any floor and wall areas not defined as rooms by any distinguishing administrative furniture or numbered room signage. They may include built-in furnishings, common use furnishings, planters or displays which will require cleaning.

e. CORRIDORS

Corridors are any floors or walls along any hallway, walkway or path connecting an entryway, vestibule or lobby to another area. They also include common-use walkways within Administrative Areas. There should be no furnishings which require cleaning and any office equipment along corridors does not require cleaning.

- f. **STAIRS**
Stairs include the floors, walls, common risers, treads, railings, millwork and immediate entry and exit space serving the use of the stairs.
- g. **ELEVATOR**
The elevator includes all controls, doors, floors, handrails, walls and entry and exit space servicing the use of the elevator.
- h. **REFUSE AND RECYCLING**
Refuse and recycling collection points are located in and along General Use Areas. Cleaning shall include the interior and exterior of the containers, immediate floor and wall space around the containers.

4. **TOILET AND LOCKER ROOMS**

Walls and Floors within the Toilet and Locker Rooms shall be maintained in addition to:

- a. **DOORS, WINDOWS AND PARTITIONS**
Doors, Windows and Partitions are considered in a Toilet and Locker Room area if they are within a labeled Toilet or Locker Room or separating these spaces from any another area. The surfaces facing or within the Toilet or Locker Room shall be maintained in accordance with the Standards and Schedule for Toilet or Locker Rooms. Clean tops, frames, sills, hardware and surfaces of all Doors, Windows and Partitions.
- b. **LAVATORIES AND COUNTERTOP**
All Lavatory and Countertop surfaces including faucets, drains, backsplashes and surrounding walls shall be maintained.
- c. **WATER FOUNTAINS**
Water Fountains are generally installed outside of Toilet and Locker Rooms. All surfaces of the water fountains and the adjacent floors and walls shall be maintained in accordance with the Standards and Schedule.
- d. **TOILETS AND URINALS**
All Toilet and Urinal Surfaces including adjacent walls, floors, fixture base, piping, operators and under-sides of fixtures shall be maintained in accordance with the Standards and Schedule.
- e. **SHOWERS**
Showers shall be all surfaces including curtains, walls, floors, doors, drains, hardware, accessories and seats inside or adjacent to showers. Delime, degrease and shine, as necessary, in accordance with manufacturer's recommendations, Standards and Schedule.
- f. **LOCKERS AND SEATING**
Clean Locker faces and tops and all Seating surfaces including structures and grooves associated with Locker spaces.
- g. **ACCESSORIES**
Clean all Toilet and Locker Room Accessories including, but not limited to, paper towel, toilet paper, hygienic, and soap dispensers, shelves, and mirrors. Fill all paper towel, toilet paper, hygienic and soap dispensers.

- h. REFUSE**
Refuse containers shall be cleaned inside and out.

5. BREAK ROOMS AND KITCHENETTES

Walls and Floors within the Break Rooms and Kitchenettes shall be maintained in addition to:

- a. DOORS AND WINDOWS**
Doors and Windows are considered in a Break Room or Kitchenette if they are within or separating this area from another area. The surface facing the Break Room or Kitchenette including the permanently installed window coverings, window sills, tops of doors, hardware, surfaces and frames shall be maintained in accordance with the Standards and Schedule.
- b. FLOORS**
Floors of Break Areas and Kitchenettes vary from carpet to hard-surfaced. Each shall be maintained in accordance with the manufacturer's recommendations, Standards and Schedule.
- c. SINKS, COUNTERTOPS AND CABINETS**
These include any faucets, drains, adjacent walls, all cabinet exterior surfaces and handles, and backsplashes which should be thoroughly cleaned, de-limed or degreased and sanitized.
- d. APPLIANCES**
Appliances are those which are non-portable such as coffee makers, microwaves, vending machines and refrigerators. Clean exterior surfaces and sanitize handles. Cleaning is not included on such temporary appliances such as toasters, tea pots or crock-pots.
- e. ACCESSORIES**
Clean and fill all Accessories including paper towel and soap dispensers.
- f. TABLES AND CHAIRS**
Tables and chairs including legs, horizontal and vertical surfaces should be dusted and wiped clean.
- g. REFUSE AND RECYCLING**
Refuse and recycling collection points are located in Break Rooms and Kitchenettes. Cleaning shall include the interior and exterior of the containers, immediate floor and wall space around the containers.

6. ADMINISTRATIVE AREAS

Floors and Walls in Administrative Areas shall be maintained in addition to:

- a. DOORS AND WINDOWS**
Doors and Windows are considered in an Administrative Area if they are within or separating these areas from another area. The surface facing the Suite, Office, or Conference Room including the permanently installed window coverings, window sills, tops of doors, hardware and frames shall be maintained in accordance with the Standards and Schedule.

- b. SUITES**
Suites are open office areas defined by cubicle-type furnishings.
- c. PRIVATE OFFICES**
Offices are defined by numeric signage at the entry to a defined room with desk and related furnishings.
- d. CONFERENCE ROOMS**
Conference Rooms are defined by a table and chairs suitable for at least six people. It may include furnishings such as automated display equipment, credenzas, and white-boards. Dust tops of furniture and equipment only. Conference Rooms with Kitchenettes will be cleaned as described above under Break Rooms and Kitchenettes.
- e. CLASSROOMS**
Classrooms are defined by tables and chairs suitable for more than twelve people. It may include automated display equipment, easels, whiteboards and the like. Dust tops of furniture and equipment only.
- f. FURNISHINGS**
Dust tops of furnishings only. Including tops of chair rollers, filing cabinets, shelves, etc. Dusting activities shall not disrupt decorations, office supplies or equipment. Do not clean office equipment such as copiers, printers, computer, phones, etc.
- g. REFUSE AND RECYCLING**
Refuse and recycling collection points are located in Administrative Areas. Cleaning shall include the interior and exterior of the containers, immediate floor and wall space around the containers.

7. GYMS

Walls and Floors within the Gyms shall be maintained in addition to:

- a. DOORS AND WINDOWS**
Doors and Windows are considered in a Gym if they are within or separating this area from another area. The surface facing the Gym shall be cleaned including the permanently installed window coverings, tops of doors, hardware and frames accordance with the Standard and Schedule.
- b. FLOORS**
Includes any permanently installed flooring or equipment matting. It does not include temporary use floor coverings such as mats or towels.
- c. EQUIPMENT**
Includes any electric, pneumatic, hydraulic or stationary equipment which is immobile such as treadmills, elliptical trainers, bikes, weight machines, free-weight shelving, cabinets, and the like.
- d. REFUSE**
Refuse containers shall be cleaned inside and out.

e. **WATER FOUNTAINS**

Water fountains shall be maintained in accordance with Toilet and Locker Rooms.

8. **ADDITIONAL SERVICES (FEE FOR SERVICE)**

The contractor may be asked to provide a quote for additional areas outside of this Scope as additional Fees for Services. Additional Areas may include, but are not limited to:

- a. Storage Rooms,
- b. Secured Areas,
- c. Mechanical Rooms or Components,
- d. Exterior Windows, Walls or Doors not defined previously,
- e. Light Fixtures,
- f. HVAC Fans or Diffusers, or
- g. Outdoor Seating Areas.

E. STANDARDS FOR SERVICES

1. **SWEEPING**

Sweeping of any and all visible hard-surface floors must be done prior to mopping. It shall collect all visible materials and be disposed of as refuse.

2. **MOPPING**

a. **DRY MOPPING**

Dry mopping may be done as a substitute to sweeping so long as it meets the same Standard.

b. **WET MOPPING**

Wet mopping must be done on all visible hard-surfaced floor areas covered by this Scope of Work with clear, clean water. Detergents may be added but water that is visibly clouded due to soil must be changed immediately. Mopping must be done over the entire floor area in order to collect soil that is not otherwise visible. Mop streaks on toe-kicks, doors, walls, partitions or base molding are not acceptable at any time.

3. **VACUUMING**

Vacuuming all visible carpeted area covered by this Statement of Work must be done with vacuums protected by material and high-efficiency particulate air (HEPA) filters. Sufficient suction shall be maintained to collect soil (dust) not otherwise visible. Battery-operated vacuums may be used but batteries must be maintained sufficiently to ensure constant service within the approved schedule. Battery disposal is the responsibility of the Contractor off-site. Corded vacuums may not obstruct safe passage at anytime (for example, cords pulled taut to create a tripping hazard).

4. **WAXING, BUFFING AND BURNISHING**

Waxing is only permitted on floors explicitly requiring wax per the manufacturer specifications. Buffing and/or burnishing shall be done to maintain a consistent shine only on concrete, rubber or smooth stone flooring. It will not be done on ceramic tile flooring.

5. GENERAL CLEANING

General cleaning shall be accomplished throughout the facility in all areas covered by this Statement of Work and as per the manufacturer's specifications ONLY. Damage to any part of the facility or its components due to use of unspecified or unapproved chemicals will be repaired or replaced at the Contractor's expense. Specifications and Owner Manuals will be provided to the Contractor, as requested. Requests should include the facility, room number and material description.

a. GREEN CLEANING

Use "Green" chemicals (biodegradable, diluted concentrates, low-fume, etc) wherever possible. Caustic chemicals are not approved for use at any time.

b. DUSTING

Dusting shall be done to remove all visible soil without leaving streaks.

c. SANITIZING

Sanitizing must be done on all surfaces which routinely come in contact with persons or food. This will include, but is not limited to, door and window hardware, toilet fixtures, lockers, light switches on walls, gym equipment, water fountains, handrails, sinks, appliance handles, table tops and counters. Sanitizing must be done thoroughly with a commercially-approved sanitizer. Disinfectants are not an acceptable substitute to sanitizers.

d. SPOT REMOVAL

Remove spots which cannot be removed as part of General Cleaning from all surfaces (for example: doors, counters, walls, cabinets, tables, floors) with a commercially-accepted product which will not pose harm to the Contractor employees or facility Users. For example: Carpet spot removal shall be done immediately when the spot is found. Overall carpet cleaning will be done as a separate service outside of this contract.

e. SHINING

Metallic, glass, or reflective surfaces such as faucets, sinks, mirrors, water fountains, appliances, wall panels, door hardware, windows, light switches, etc shall be properly shined to remove any abnormality such as evidence of soil, streaks, finger prints or water stains.

6. REFUSE COLLECTION

a. REFUSE

Collect and dispose of refuse as per the Requirement, Scope, and Schedule. Check liners for damage or soiling and change liners if any of these conditions are present. Otherwise change liners at least bi-weekly. Collect any obvious refuse or recyclable materials left unattended within the facility and dispose of in an approved manner.

b. RECYCLING

Collect and dispose of recycling as per the Requirement, Scope, and Schedule. Check liners for damage or soiling and change liners if any of these conditions are present. Otherwise change liners at least bi-weekly. Collect any obvious refuse or recyclable materials left unattended within the facility and dispose in an approved manner.

7. EQUIPMENT AND SUPPLIES

a. INVENTORY

Inventory of State and Contractor supplies must be accomplished as per the Requirement and Schedule.

b. RESTOCKING

Restocking at least three days of supplies should occur as soon as supply levels fall below this level.

c. ORDERING

Ordering should be done no more than weekly on a standard form proposed by the Contractor and approved by the Facility Coordinator. It should be done, at a minimum, per the Requirement and Schedule.

- i. Maintenance:** Maintenance of State and Contractor equipment should occur in accordance with manufacturer's recommendations and as scheduled by the Contractor. Request for funding of maintenance of State equipment should occur within two weeks of maintenance being conducted. Funding for Contractor equipment maintenance is the responsibility of the Contractor.
- ii. Repair:** Repair of State and Contractor equipment should occur as soon as possible after failure is detected. Request for funding of repair of State equipment should occur within two weeks or as early as possible. Funding for Contractor equipment repair is the responsibility of the Contractor.
- iii. Replacement:** State and Contractor are responsible for replacement of equipment at their own expense. Replacement of State equipment should be requested by the Contractor within one month of necessary replacement, if at all possible.

F. POINTS OF CONTACT

Contact information for State Representatives, and Facility Coordinators will be provided to the successful Bidder prior to the issuance of a Notice to Proceed.

G. SCHEDULE OF SERVICES

1. PROJECT TITLE

Custodial Services, Nebraska National Guard

2. PROJECT ADDRESS

- a.** Joint Forces Headquarters (JFHQ), 2433 NW 24th Street
- b.** Lincoln 1776 Readiness Center (1776), 1776 N 10th Street,
- c.** Lincoln Penterman Readiness Center (Penterman), 2400 NW 24th Street,
- d.** 1600 Building (1600), 1600 N 10th Street,
- e.** Facility Maintenance Shop (FMS#1), 1111 Military Rd,
- f.** Combined Support Maintenance Shop (CSMS), 2960 N Park Rd,
- g.** United States Property and Fiscal Office Warehouse (USPFO), 2950 N Park Rd

3. JFHQ

Provide cleaning per the Scope and Standard for each of the Areas defined on the floor plan in accordance with the following minimum frequency:

a. JFHQ AREA A (BLUE)

Daily services

i. General Use Areas (Main Corridors, Entryways, Lobbies, Elevator, Stairs).

- a) Sweeping
- b) Mopping
- c) Vacuuming
- d) Buffing First Floor Lobby
- e) Cleaning
- f) Dusting
- g) Sanitizing
- h) Spot Removal
- i) Shining
- j) Refuse Collection
- k) Recycling Collection

ii. Toilet Rooms, All

- a) Sweeping
- b) Mopping
- c) Cleaning
- d) Dusting
- e) Sanitizing
- f) Spot Removal
- g) Shining
- h) Refuse Collection
- i) Inventory and Restock Cabinets

iii. Break Room, Second Floor.

- a) Sweeping
- b) Mopping
- c) Vacuuming
- d) Cleaning
- e) Dusting
- f) Sanitizing
- g) Spot Removal
- h) Shining
- i) Refuse Collection
- j) Recycling Collection

4. JFHQ AREA B (GREEN)

Twice-a-week services

a. GENERAL USE AREAS

(Pathways within Office Suites and Corridors in “Industrial Areas”).

- i. Sweeping
- ii. Mopping
- iii. Vacuuming

- iv. Cleaning
- v. Dusting
- vi. Sanitizing
- vii. Spot Removal
- viii. Shining
- ix. Refuse Collection
- x. Recycling Collection

b. LOCKER ROOMS AND GYM

- i. Sweeping
- ii. Mopping
- iii. Cleaning
- iv. Dusting
- v. Sanitizing
- vi. Spot Removal
- vii. Shining
- viii. Refuse Collection
- ix. Inventory and Restock Cabinets

c. BREAK ROOMS AND KITCHENETTES (WITHIN OFFICE SUITES)

- i. Vacuuming
- ii. Cleaning
- iii. Dusting
- iv. Sanitizing
- v. Spot Removal
- vi. Shining
- vii. Refuse Collection
- viii. Recycling Collection

d. ADMINISTRATIVE AREAS

- i. Vacuuming
- ii. Cleaning
- iii. Dusting
- iv. Sanitizing
- v. Spot Removal
- vi. Shining
- vii. Refuse Collection
- viii. Recycling Collection

5. JFHQ AREA C (YELLOW)

Once-a-week services

a. GENERAL USE AREAS

Buffing Main Corridors

b. BREAK ROOM, SECOND FLOOR

Buffing Break room

- 6. 1776, 1600 and PENTERMAN READINESS CENTERS (RC)**
Provide cleaning per the Scope and Standard for each of the Areas defined on the floor plan in accordance with the following minimum frequency:
- a. RC AREA B (GREEN)**
Twice-a-week services
 - b. GENERAL USE AREAS**
 - i. Sweeping
 - ii. Mopping
 - iii. Vacuuming
 - iv. Cleaning
 - v. Dusting
 - vi. Sanitizing
 - vii. Spot Removal
 - viii. Shining
 - ix. Refuse Collection
 - c. TOILET ROOMS, LOCKER ROOMS AND GYM**
 - i. Sweeping
 - ii. Mopping
 - iii. Cleaning
 - iv. Dusting
 - v. Sanitizing
 - vi. Spot Removal
 - vii. Shining
 - viii. Refuse Collection
 - ix. Inventory and Restock Cabinets
 - d. BREAK ROOMS AND KITCHENETTES**
 - i. Vacuuming
 - ii. Cleaning
 - iii. Dusting
 - iv. Sanitizing
 - v. Spot Removal
 - vi. Shining
 - vii. Refuse Collection
 - e. ADMINISTRATIVE AREAS**
 - i. Sweeping
 - ii. Mopping
 - iii. Vacuuming
 - iv. Cleaning
 - v. Dusting
 - vi. Sanitizing
 - vii. Spot Removal
 - viii. Shining
 - ix. Refuse Collection

7. RC AREA C (YELLOW)

Once-a-week services

a. GENERAL USE AREAS

- i. Buffing Corridors and Drill Floors

8. RC AREA D (MAGENTA)

Twice-a-week services. Bid this area of Building 1600 separately with the same standards as RC AREA B above.

9. FMS#1, CSMS AND USPFO MAINTENANCE AREAS (MAINT)

Provide cleaning per the Scope and Standard for each of the Areas defined on the floor plan in accordance with the following minimum frequency:

a. MAINT AREA B (GREEN)

Twice-a-week services

i. General Use Areas

- a) Sweeping
- b) Mopping
- c) Vacuuming
- d) Cleaning
- e) Dusting
- f) Sanitizing
- g) Spot Removal
- h) Shining
- i) Refuse Collection

ii. Toilet Rooms, Locker Rooms, Gym

- a) Sweeping
- b) Mopping
- c) Cleaning
- d) Dusting
- e) Sanitizing
- f) Spot Removal
- g) Shining
- h) Refuse Collection
- i) Inventory and Restock Cabinets

iii. Break Rooms and Kitchenettes

- a) Vacuuming
- b) Cleaning
- c) Dusting
- d) Sanitizing
- e) Spot Removal
- f) Shining
- g) Refuse Collection

b. MAINT AREA C (YELLOW)

Once-a-week services

- i. General Use Areas
Buffing Corridors
- ii. Break Rooms and Kitchenettes
Buffing Break Rooms
- iii. Administrative Areas
 - a) Sweeping
 - b) Mopping
 - c) Vacuuming
 - d) Buffing Classrooms, Conference Rooms
 - e) Cleaning
 - f) Dusting
 - g) Sanitizing
 - h) Spot Removal
 - i) Shining
 - j) Refuse Collection

H. SCOPE AND STANDARD OF SERVICES

Provided in the Statement of Work dictating this document.

I. FLOOR PLANS

See attached floor plans, Appendix 2, for areas referenced by this Statement of Work.

Form A

Bidder Contact Sheet

Request for Proposal Number 4201Z1

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

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

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

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

Form B

Notification of Intent to Attend Pre-Proposal Conference and Site Visit

Request for Proposal Number 4201Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	Need each individuals name for LAB access.

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

Cost Proposal

Request for Proposal for Contractual Services

Request for Proposal Number 4201Z1

(to be completed and returned with the RFP response)

The potential exists for the addition of other State occupied facilities within the city of Lincoln to this contract. The State reserves the right to increase or decrease the number of facilities in this RFP. Any changes to the square footage being cleaned for existing facilities will be calculated at the quoted rates. The addition of any previously un-contracted facility not identified in this RFP for general cleaning can be added at a rate to be quoted separately for the facility being added. Any changes in facilities will be effective immediately and prorated monthly.

Work will be performed in strict accordance with the provisions, specifications and performance requirements set forth in this bid document:

NEBRASKA MILITARY DEPARTMENT CUSTODIAL SERVICES – LINCOLN, NE

All Bid items must be filled out completely both numerically and written out. In the case of a discrepancy between the words and figures, the amount shown in words shall govern.

BID ITEM NO. 1:

MONTHLY CUSTODIAL SERVICES FOR THE JOINT FORCES HEADQUARTERS, 2433 NW 24TH STREET, LINCOLN, NE, PER THE SCOPE OF WORK:

TOTAL MONTHLY BID AMOUNT : \$ _____

(Enter Bid in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID ITEM NO. 2:

MONTHLY CUSTODIAL SERVICES FOR THE PENTERMAN READINESS CENTER, 2400 NW 24TH STREET, LINCOLN, NE, PER THE SCOPE OF WORK:

TOTAL MONTHLY BID AMOUNT: \$ _____

(Enter Bid in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID ITEM NO. 3:

MONTHLY CUSTODIAL SERVICES FOR THE 1776 READINESS CENTER, 1776 N 10TH STREET, LINCOLN, NE, PER THE SCOPE OF WORK:

TOTAL MONTHLY BID AMOUNT: \$ _____

(Enter Bid in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID ITEM NO. 4:

MONTHLY CUSTODIAL SERVICES FOR THE 1600 BUILDING, 1600 N 10TH STREET, LINCOLN, NE, PER THE SCOPE OF WORK:

TOTAL MONTHLY BID AMOUNT: \$ _____

(Enter Bid in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID ITEM NO. 5:

MONTHLY CUSTODIAL SERVICES FOR THE FIELD MAINTENANCE SHOP #1, 1111 MILITARY ROAD, LINCOLN, NE, PER THE SCOPE OF WORK:

TOTAL MONTHLY BID AMOUNT: \$ _____

(Enter Bid in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID ITEM NO. 6:

MONTHLY CUSTODIAL SERVICES FOR THE COMBINED SUPPORT MAINTENANCE SHOP (CSMS) MAINTENANCE SHOP #1, 2960 NORTH PARK ROAD, LINCOLN, NE, PER THE SCOPE OF WORK:

TOTAL MONTHLY BID AMOUNT: \$ _____

(Enter Bid in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID ITEM NO. 7:

MONTHLY CUSTODIAL SERVICES FOR THE UNITED STATES PROPERTY AND FISCAL OFFICE SUPPLY CENTER, 2950 NORTH PARK ROAD, LINCOLN, NE, PER THE SCOPE OF WORK:

TOTAL MONTHLY BID AMOUNT: \$ _____

(Enter Bid in both words and figures. In case of discrepancy, the amount shown in words shall govern.)