

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
47081 04

PAGE 1 of 2	ORDER DATE 01/13/15
BUSINESS UNIT 47112450	BUYER JENNIFER CROUSE (AS)
VENDOR NUMBER: 506372	
VENDOR ADDRESS: X-TRA KLEEN INC 238 S 19TH ST LINCOLN NEBRASKA 68510-1003	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2015 THROUGH JANUARY 31, 2016

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3509 Z1

Contract to supply and deliver Custodial Services to the State of Nebraska as per the attached specifications for the contract period February 1, 2015 through January 31, 2016. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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

The contractor, by signature to the Request For Proposal, 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.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/lb403/attestation_form.pdf
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 require 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.

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

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

1/13/15
Jennifer Crouse
BUYER
1-16-15
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
47081 04

PAGE 2 of 2	ORDER DATE 01/13/15
BUSINESS UNIT 47112450	BUYER JENNIFER CROUSE (AS)
VENDOR NUMBER: 506372	

These documents constitute the entirety of the contract.

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

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska. Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

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 III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Goran Gligorevic, President/Owner
Phone: 402-438-2857
Fax: 402-438-7699
E-Mail: xtkinc@gmail.com

THIS IS THE FOURTH RENEWAL OF THE CONTRACT AS AMENDED (01/13/15 djo)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CUSTODIAL SERVICES	12.0000	MO	4,449.0000	53,388.00
2	EXTRA CLEANING	20.0000	HR	12.0000	240.00
3	EXTRA HARD FLOOR MAINTENANCE	4,500.0000	SF	0.2500	1,125.00
4	EXTRA CARPET SHAMPOOING	2,000.0000	SF	0.1000	200.00
Total Order					54,953.00


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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

CONTRACT NUMBER
47081 O4

PAGE 1 of 2	ORDER DATE 09/26/14
BUSINESS UNIT 47112450	BUYER JENNIFER CROUSE (AS)
VENDOR NUMBER: 506372	
VENDOR ADDRESS: X-TRA KLEEN INC 238 S 19TH ST LINCOLN NEBRASKA 68510-1003	

THE CONTRACT PERIOD IS:

FEBRUARY 01, 2014 THROUGH JANUARY 31, 2015

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3509 Z1

Contract to supply and deliver Custodial Services to the State of Nebraska as per the attached specifications for the contract period February 01, 2014 through January 31, 2015. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

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

The contractor, by signature to the Invitation to Bid, 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.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
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 require 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

PK
9/22/14
Jennifer Crouse
9/26/14
BUYER
9/25/14
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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

**CONTRACT NUMBER
 47081 O4**

PAGE 2 of 2	ORDER DATE 09/26/14
BUSINESS UNIT 47112450	BUYER JENNIFER CROUSE (AS)
VENDOR NUMBER: 506372	

disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor's bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

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

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

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 III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Goran Gligorevic, President/Owner
 Phone: 402-438-2857
 Fax: 402-438-7699
 E-Mail: xtkinc@gmail.com

THIS IS THE THIRD RENEWAL OF THIS CONTRACT AS AMENDED. (08/23/2013 ked)

AMENDMENT TWO (2) as attached (09/26/14 ld)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CUSTODIAL SERVICES	12.0000	MO	4,449.0000	53,388.00
2	EXTRA CLEANING	20.0000	HR	12.0000	240.00
3	EXTRA HARD FLOOR MAINTENANCE	4,500.0000	SF	0.2500	1,125.00
4	EXTRA CARPET SHAMPOOING	2,000.0000	SF	0.1000	200.00
Total Order					54,953.00


 BUYER INITIALS

AMENDMENT TWO
47081 O4
Custodial Services for the State of Nebraska
Between
The State of Nebraska and X-Tra Kleen Inc

This Amendment (the "Amendment") is made by the State of Nebraska and X-Tra Kleen Inc, parties to Contract 47081 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

1. The current vendor email address is removed in its entirety and replaced with:

E-Mail: xtkinc@gmail.com

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: X-Tra Kleen Inc

By: 

By: 

Name: Bo Botelho

Name: Nina Gligorevic

Title: Materiel Administrator

Title: Proposal Manager

Date: 9/29/14

Date: 09/08/2014

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
47081 04

PAGE 1 of 2	ORDER DATE 08/23/13
BUSINESS UNIT 47112450	BUYER PETER KROLL (AS)
VENDOR NUMBER: 506372	
VENDOR ADDRESS: X-TRA KLEEN INC 238 S 19TH ST LINCOLN NEBRASKA 68510-1003	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2014 THROUGH JANUARY 31, 2015

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3509 Z1

Contract to supply and deliver Custodial Services to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

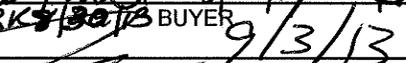
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization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

The contractor, by signature to the Request For Proposal, 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.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/lb403/attestation_form.pdf
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 require 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. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:


BUYER
9/29/13

MATERIEL ADMINISTRATOR
9/3/13

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
47081 O4

PAGE 2 of 2	ORDER DATE 01/28/11
BUSINESS UNIT 47112450	BUYER PETER KROLL (AS)
VENDOR NUMBER: 506372	

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

These documents constitute the entirety of the contract.

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

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

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

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 III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

Vendor Contact: Goran Gligorevic, President/Owner
Phone: 402-438-2857
Fax: 402-438-7699
E-Mail: xtkinc@live.com

THIS IS THE THIRD RENEWAL OF THIS CONTRACT AS AMENDED. (08/23/2013 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CUSTODIAL SERVICES	12.0000	MO	4,449.0000	53,388.00
2	EXTRA CLEANING	20.0000	HR	12.0000	240.00
3	EXTRA HARD FLOOR MAINTENANCE	4,500.0000	SF	0.2500	1,125.00
4	EXTRA CARPET SHAMPOOING	2,000.0000	SF	0.1000	200.00
Total Order					54,953.00


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
47081 O4

PAGE 1 of 2	ORDER DATE 01/29/13
BUSINESS UNIT 47112450	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 506372	
VENDOR ADDRESS: X-TRA KLEEN INC 238 S 19TH ST LINCOLN NEBRASKA 68510-1003	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2013 THROUGH JANUARY 31, 2014

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original Bid/Document 3509Z1

Contract to provide Custodial Services to the State of Nebraska, Nebraska Educational Telecommunications (NETV), for a period effective February 1, 2013 through January 31, 2014 with the option to renew in two (2), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

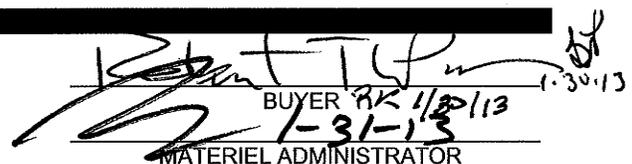
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization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

The contractor 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. 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 require 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.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;


BUYER *AK* 1/29/13
1-31-13
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 01/29/13
BUSINESS UNIT 47112450	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 506372	

CONTRACT NUMBER
47081 04

4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Goran Gligorevic, President/Owner
 Phone: 402-438-2857
 Fax: 402-438-7699
 E-Mail: xtkinc@live.com

THIS IS THE SECOND RENEWAL of this contract as amended. (01/29/13 bl)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CUSTODIAL SERVICES	12.0000	MO	4,449.0000	53,388.00
2	EXTRA CLEANING	20.0000	HR	12.0000	240.00
3	EXTRA HARD FLOOR MAINTENANCE	4,500.0000	SF	0.2500	1,125.00
4	EXTRA CARPET SHAMPOOING	2,000.0000	SF	0.1000	200.00
Total Order					54,953.00



R
 BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
47081 04

PAGE 1 of 2	ORDER DATE 01/30/12
BUSINESS UNIT 47112450	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 506372	
VENDOR ADDRESS: X-TRA KLEEN, INC 238 S 19TH ST LINCOLN NEBRASKA 68510-1003	

THE CONTRACT PERIOD IS:

FEBRUARY 01, 2012 THROUGH JANUARY 31, 2013

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM THE OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original Bid/Document 3509Z1

Contract to provide Custodial Services to the State of Nebraska, Nebraska Educational Telecommunications (NETV), for a period effective February 1, 2012 through January 31, 2013 with the option to renew in three (3), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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 mean 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.

The contractor 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. 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 require 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.

The contract shall incorporate the following previously submitted documents:


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

CONTRACT NUMBER
47081 04

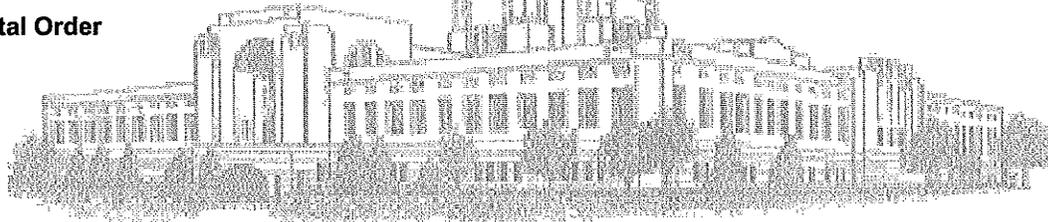
PAGE 2 of 2	ORDER DATE 01/30/12
BUSINESS UNIT 47112450	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 506372	

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Goran Gligorevic, President/Owner
 Phone: 402-438-2857
 Fax: 402-438-7699
 E-Mail: xtkinc@live.com

THIS IS THE FIRST RENEWAL of this contract. (12/09/11 jh)
 AMENDMENT ONE (1) - Contract is amended to correct unit price entry for line one. (01/30/12 jh)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CUSTODIAL SERVICES	12.0000	MO	4,449.0000	53,388.00
2	EXTRA CLEANING	20.0000	HR	12.0000	240.00
3	EXTRA HARD FLOOR MAINTENANCE	4,500.0000	SF	0.2500	1,125.00
4	EXTRA CARPET SHAMPOOING	2,000.0000	SF	0.1000	200.00
Total Order					54,953.00




 BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
47081 04

PAGE 1 of 2	ORDER DATE 12/09/11
BUSINESS UNIT 47112450	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 506372	
VENDOR ADDRESS: X-TRA KLEEN, INC 238 S 19TH ST LINCOLN NEBRASKA 68510-1003	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2012 THROUGH JANUARY 31, 2013

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3509 Z1

Contract to provide Custodial Services to the State of Nebraska, Nebraska Educational Telecommunications (NETV), for a period effective February 1, 2012 through January 31, 2013 with the option to renew in three (3), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

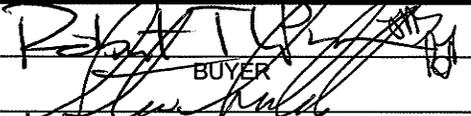
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization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

The contractor 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. 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 require 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.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 12/09/11
BUSINESS UNIT 47112450	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 506372	

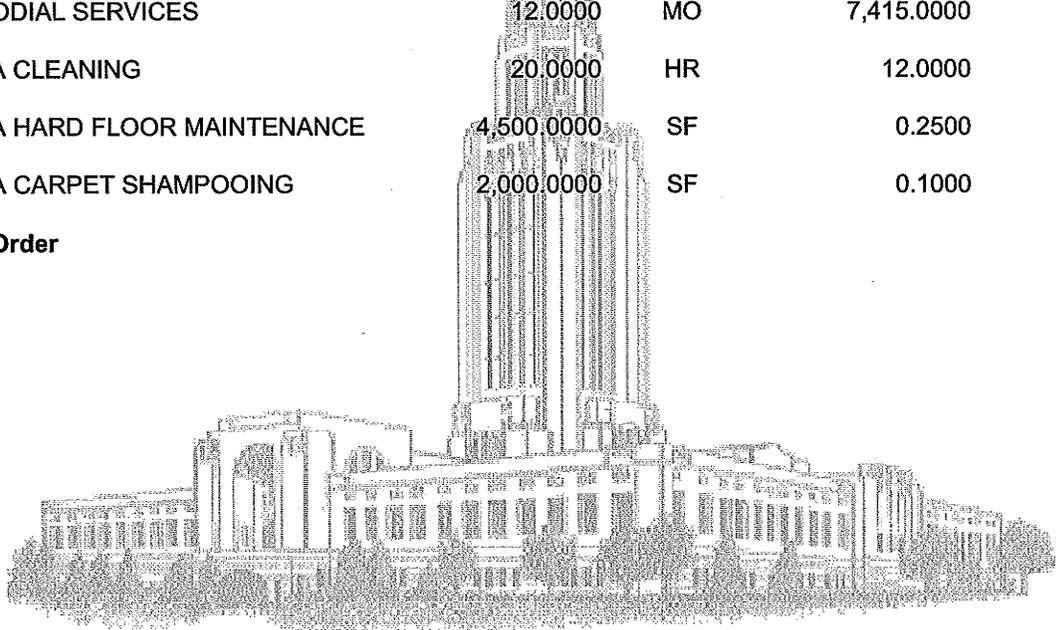
CONTRACT NUMBER
47081 04

4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Goran Gligorevic, President/Owner
 Phone: 402-438-2857
 Fax: 402-438-7699
 E-Mail: xtkinc@live.com

THIS IS THE FIRST RENEWAL of this contract. (12/09/11 jh)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CUSTODIAL SERVICES	12.0000	MO	7,415.0000	88,980.00
2	EXTRA CLEANING	20.0000	HR	12.0000	240.00
3	EXTRA HARD FLOOR MAINTENANCE	4,500.0000	SF	0.2500	1,125.00
4	EXTRA CARPET SHAMPOOING	2,000.0000	SF	0.1000	200.00
Total Order					90,545.00



RT
 BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
47081 04

PAGE 1 of 2	ORDER DATE 01/28/11
BUSINESS UNIT 47112450	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 506372	
VENDOR ADDRESS: X-TRA KLEEN, INC 238 S 19TH ST LINCOLN NEBRASKA 68510-1003	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2011 THROUGH JANUARY 31, 2012

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3509 Z1

Contract to provide Custodial Services to the State of Nebraska, Nebraska Educational Telecommunications (NETV), for a period effective February 1, 2011 through January 31, 2012 with the option to renew in four (4), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

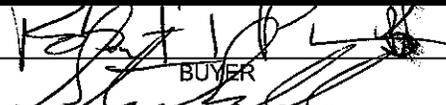
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization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

The contractor 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. 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 require 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.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

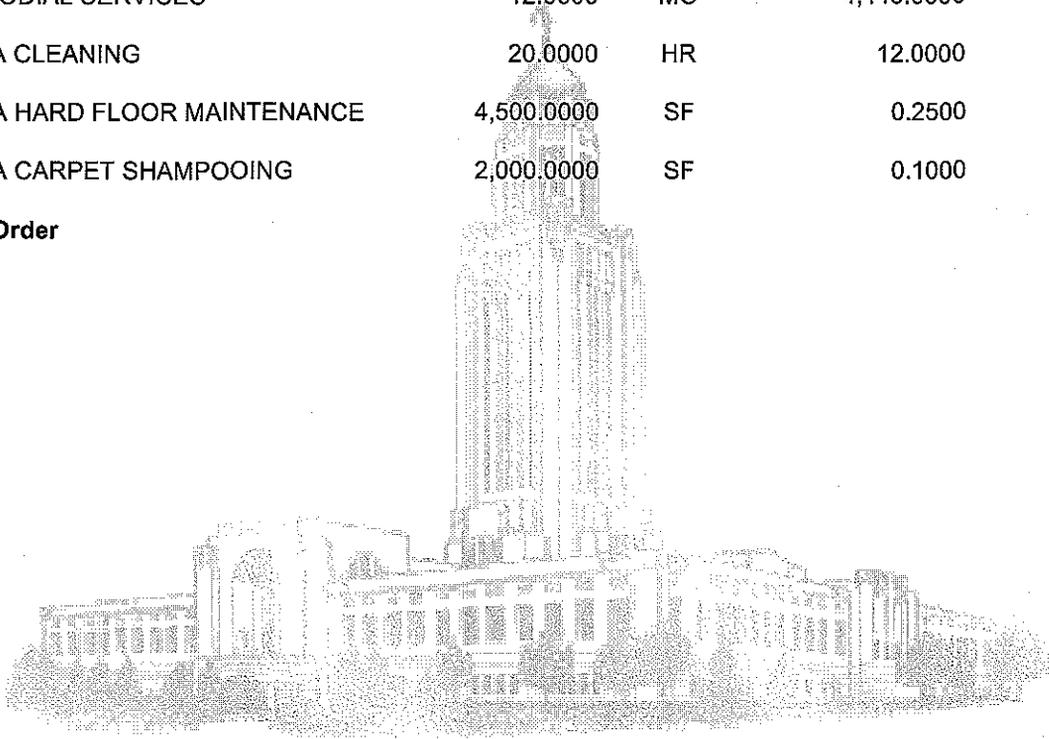
CONTRACT NUMBER
47081 04

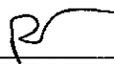
PAGE 2 of 2		ORDER DATE 01/28/11	
BUSINESS UNIT 47112450		BUYER ROBERT THOMPSON (AS)	
VENDOR NUMBER: 506372			

Vendor Contact: Goran Gligorevic, President/Owner
 Phone: 402-438-2857
 Fax: 402-438-7699
 E-Mail: xtkinc@live.com

(01/28/11 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CUSTODIAL SERVICES	12.0000	MO	4,449.0000	53,388.00
2	EXTRA CLEANING	20.0000	HR	12.0000	240.00
3	EXTRA HARD FLOOR MAINTENANCE	4,500.0000	SF	0.2500	1,125.00
4	EXTRA CARPET SHAMPOOING	2,000.0000	SF	0.1000	200.00
Total Order					54,953.00




 BUYER INITIALS

Request for Proposal Number 3509 Z1
Contract Number 47081 O4
Proposal Opening: January 4, 2011

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

X-TRA KLEEN, INC.

1. None

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

X-TRA KLEEN, INC.

1. None

ORIGINAL

X-TRA KLEEN, INC.

**RFP 3509Z1
BID PROPOSAL RESPONSE**

JANUARY 4, 2011

X-TRA KLEEN, INC.



238 S. 19th St.
Lincoln, NE 68510

January 4, 2011

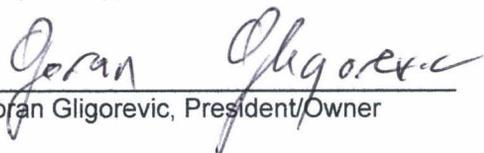
Robert Thompson
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, NE 68508

Dear Mr. Thompson,

This binder contains the response to RFP 3509Z1 and our proposal for providing custodial services at the Nebraska Educational Telecommunications Building located at 1800 N. 33rd Street, Lincoln, NE.

We appreciate the opportunity to present this proposal and look forward to expanding our company's service to the Lincoln community. Our goal is to establish long-term, mutually beneficial relationships with our clients and we hope to achieve this by providing exceptional custodial services for NETV.

Respectfully,



Goran Gligorevic, President/Owner

Table of Contents

A. Technical Proposal	
1. Signed "State of Nebraska Request for Proposal for Contractual Services" Form	1
2. Executive Summary	2
3. Corporate Overview	3
a. Bidder Identification and Information	3
b. Financial Statements	3
c. Change of Ownership	3
d. Office Location	3
e. Relationships With the State	4
f. Bidder's Employee Relations to State	4
g. Contract Performance	4
h. Summary of Bidder's Corporate Experience	4
i. Summary of Bidder's Proposed Personnel/Management Approach	6
j. Subcontractors	6
4. Employee Résumés (insert)	
5. Technical Approach	7
a. Understanding of the Project Requirements	7
b. X-Tra Kleen, Inc. Policies and Procedures	7
i. Proposed Development Approach	7
ii. Technical Considerations	7
iii. Detailed Project Workplan	8
c. Project Description and Scope of Work	11
d. Proposed Supplies to Use	16
e. Deliverables and Due Dates	17
B. Cost Proposal	18
1. Pricing Summary	18
2. Prices	18
3. Payment Schedule	18
C. Form A: Bidder Contact Sheet	
D. Attachment 1: Request for Proposal for Contractual Services	
E. Initialed Terms and Conditions as outlined in the RFP	

Tables and Figures

A. Table 1: Approximate Pricing Summary	18
---	----

TECHNICAL PROPOSAL

SIGNED "STATE OF NEBRASKA REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" FORM

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
RFP 3509Z1	December 2, 2010
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 4, 2011 2:00 p.m. Central Time	Robert Thompson

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 3509Z1 for the purpose of selecting a qualified contractor to provide custodial services.

Written questions are due no later than December 10, 2010, 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 December 14, 2010 at 9:00 AM at the Nebraska Educational Telecommunications Building, 1800 N 33rd Street in Lincoln Nebraska.

Bidder should submit one (1) original and five (5) 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/>
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 bidder maintains a drug free work place environment.

FIRM: X-TRA KLEEN, INC.

COMPLETE ADDRESS: 238 S. 19TH ST., LINCOLN, NE 68510

TELEPHONE NUMBER: (402) 438 - 2857

FAX NUMBER: (402) 438 - 7699

SIGNATURE: *Goran Gligorevic*

DATE: JANUARY 4, 2011

TYPED NAME & TITLE OF SIGNER: GORAN GLIGOREVIC, PRESIDENT/OWNER

EXECUTIVE SUMMARY

X-Tra Kleen, Inc. has provided NETV with professional custodial and floor care services since we first entered into a contract approximately seven (7) years ago. We have eagerly met the organization's needs, ranging from the outlined scope of work in the contract to the exceptional situations that arose along the way. We are familiar with the emergency cleaning situations and unusual circumstances that may occur, whether they are due to accidents or special occasions that call for performance of tasks that are beyond what the contract calls for. In addition to our familiarity with NETV, we have had similar as well as larger projects, some of which are still on-going, such as our contracts with Duncan Aviation, the Lincoln City Libraries, and the Nebraska Department of Labor.

We are fully convinced that the experience we've gained in the custodial and floor care fields, as well as our reputable expansion to rental real estate and carrier services, can substantially benefit your organization.

We live and work by integrity, honesty, respect, a hard-working spirit, a want and potential for growth, and service. We are a service company and we do not take that term lightly. Our goal is to meet all the needs of all our clients as much as is within our power, using the best suited people, methods, and equipment in the timeliest manner.

We hope to continue our relationship with your organization by entering into a contract once more that will meet and exceed your requirements and expectations.

CORPORATE OVERVIEW

BIDDER IDENTIFICATION AND INFORMATION

We started out as a partnership under the name "X-Tra Kleen Janitorial Service" in 1999 and resolved to mutually end the business side of the relationship in 2002. Goran Gligorevic, who is the president of our company now, had plans to branch out into floor care services, which the other member of the partnership was not interested in pursuing. Therefore, we left the partnership and became incorporated under the name X-Tra Kleen, Inc., which is our full company name, on January 15, 2002. The company form and organization has since remained the same. Our main office is located at 238 S. 19th St. in Lincoln, NE. The company's Federal Employer Identification Number is 75-3018706.

FINANCIAL STATEMENTS

X-Tra Kleen, Inc. is a private, family-owned business entity. We started out as a custodial company providing custodial services to office buildings in the city of Lincoln. Today we are a multi-faceted small business with plans to expand our organization further. Our custodial division quickly branched out into floor care services and specializes in professional residential and commercial carpet cleaning, upholstery cleaning, stripping, and waxing of hard surface floors.

X-Tra Kleen, Inc. has a rental real estate division that is both commercial and residential, owning one (1) house, two (2) garages/storage hangars, two (2) office properties, and four (4) apartment buildings in Seward, NE and Lincoln, NE combined.

X-Tra Kleen, Inc. has also taken an interest in trucking and became authorized to provide carrier services in June of 2008, which we have continued to the present.

We have been in business since 2002 and are going strong. Our client base is a true variety comprised of commercial and residential clients who receive professional custodial and floor care services. We also provide the community of Lincoln with quality rental properties, and finally, our carrier services are provided all over the United States.

Our bank references include Wells Fargo and Great Western Bank:

Wells Fargo, Main Office
1248 O Street
Lincoln, NE 68508
(402) 434-4248

Great Western Bank
1235 N Street
Lincoln, NE 68508
(402) 473-6419

CHANGE OF OWNERSHIP

X-Tra Kleen, Inc. does not expect a change of ownership during the duration of the contract, if it were awarded to us. Goran Gligorevic is currently the president. In the case of unexpected events, the company would still be in the hands of the Gligorevic family, who are all involved in the entity as is, and the company's presidential title would go to Snjezan Gligorevic.

OFFICE LOCATION

Our main office is located at 238 S. 19th St., Lincoln, NE 68510.

RELATIONSHIP WITH THE STATE

X-Tra Kleen, Inc. has provided custodial services to the state of Nebraska at the following locations:

Nebraska Educational Telecommunications Building
1800 N. 33rd Street
Lincoln, NE

Lincoln Housing Authority, Burke Plaza, and The Chapel
Main Office
5700 R Street
Lincoln, NE 68508

Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68509

BIDDER'S EMPLOYEE RELATIONS TO STATE

X-Tra Kleen, Inc. has not employed anyone who was an employee of the State within the past twelve (12) months.

CONTRACT PERFORMANCE

X-Tra Kleen, Inc. has never defaulted or been in litigation to settle the terms of a contract. In any set-term contract we have completed the entire length of the term to include all renewals. All of our regular business is on a rolling thirty (30) day basis. We comply with all contract rules and regulations and abide by all appropriate and pertinent local, state, and federal laws.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

X-Tra Kleen, Inc. has been a contractor (never a subcontractor to date) with many organizations that have stipulated similar or more extensive requirements.

Duncan Aviation – Duncan West

Hangar B; Hangar C; Hangar D North and South; Hangar E; Hangar F
Paint Bays 1, 2, 3, and 4
Vehicle Maintenance
955 Building
1020 Building
Lincoln, NE 68524

Duncan Contact:
Harry Frye
(402) 475-2611

Lincoln City Libraries

Bennet Martin Public Library
136 South 14th Street
Lincoln, NE 68508

Bess Dodson Walt Branch
6701 South 14th Street
Lincoln, NE 68512

Loren Corey Eiseley Branch
1530 Superior Street
Lincoln, NE 68521

Victor E. Anderson Branch
3635 Touzalin Avenue
Lincoln, NE 68507

Charles H. Gere Branch
2400 South 56th Street
Lincoln, NE 68506

Bethany Branch
1810 North Cotner Boulevard
Lincoln, NE 68505

South Branch
2675 South Street
Lincoln, NE 68502

Libraries Contact:
Shawn Mathiessen
Phone: (402) 467-7012
Fax: (402) 467-3456
E-mail: smatthiessen@gepacificrealty.com

Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68509

Labor Dept. Contact:
Larry Schwartz
(402) 471-9912

We have been providing the above facilities with professional custodial and floor care services that have required the same, if not greater, skills and standard of care listed in the "Scope of Work" on pages 23-27 of the RFP 3509Z1.

SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Professional personnel to be involved in carrying out the requirements of RFP 3509Z1:

Goran Gligorevic, President

Primary Work: periodic inspections, contact for emergency cleaning, carpet and floor care

Snjezan Gligorevic, Manager, Supervisor, and Cleaning Staff Member

Primary Work: On-site supervision, training of new employees, inspections, emergency cleaning, carpet and floor care, regular scope of work – details, windows, etc.

Nina Gligorevic, Proposal Manager and Administrative Assistant

Primary Work: contact for questions, concerns, or complaints about the cleaning, the company, etc.

Victoria Ilic, Custodian

Primary Work: regular scope of work – trash and dusting

Danica Saric, Custodian

Primary Work: regular scope of work – restrooms

Rodney Null, Custodian

Primary Work: regular scope of work – vacuuming, mopping, and sweeping

Team leadership, interface and support functions, and reporting relationships:

Questions, requests for additional work, concerns, or complaints shall be communicated to Nina Gligorevic via e-mail at xtkinc@live.com or by phone (402) 416-4967 (cellular), as is appropriate for the situation. Nina will address the issues at hand by responding promptly. We hope to be notified of needs for improvement as soon as possible and in a timely manner so that the cleaning staff will know what needs additional attention before they begin work that particular day.

Goran Gligorevic is the contact for emergency cleaning and can most easily be reached at (402) 450-1474 (cellular). He will analyze the scope of work and time frame and create the most effective cleaning crew for any particular situations that arise.

Snjezan Gligorevic is the on-site supervisor and will be responsible for making sure that all work is done thoroughly and at the requested frequencies. Task Schedule table sheets will be on-site as a guide/checklist for all tasks and their frequencies that are in the "Scope of Work" on pages 23-27 of the RFP. Snjezan will notify Nina of any concerns, problems, or changes, who will then address them as the circumstances call for.

SUBCONTRACTORS

X-Tra Kleen, Inc. has no intentions of subcontracting any part of its performance related to the contract. If any intention to do so were to arise, X-Tra Kleen, Inc. would first seek the approval of the State.

3509 Z1

PERSONAL RESUME

DOCUMENTATION

REMOVED

TECHNICAL APPROACH

UNDERSTANDING OF THE PROJECT REQUIREMENTS

X-Tra Kleen, Inc. has provided NETV with professional custodial and floor care services for approximately seven (7) years. We have complied with all contract requirements pertaining to the set scope of work outlined in the contract, as well as met the needs of the organization in unusual circumstances arising due to accidents and special occasions that called for extra work, hours, labor, supplies, and equipment. Besides being very familiar with NETV itself, X-Tra Kleen, Inc. has provided similar and more extensive services to many other locations in Lincoln, some of which include Duncan Aviation, the Lincoln City Libraries, and the Nebraska Department of Labor.

POLICIES AND PROCEDURES

Proposed development approach, Technical Considerations, and Detailed Project Work Plan

X-Tra Kleen, Inc. Policies and Procedures

- I. Purpose
- II. Policies
- III. Procedures and Responsibilities

I. PURPOSE

The purpose of our Policies and Procedures is to ensure professionalism and efficiency, as well as to establish a respectful, safe, and mutually beneficial relationship between our company, our employees, and business partners.

II. POLICIES

X-Tra Kleen, Inc. operates by the following policies and expects all employees and personnel on all levels to conduct themselves by and respect the same.

A. Anti-Discrimination Policy

X-Tra Kleen, Inc. is an "equal opportunity employer" and will not discriminate against job applicants or employees by race, ethnicity, gender, age, or religion in employment, advertisements for employment, promotions, and any other conditions of employment. Employees are hired per their fulfillment of qualifications and experience pertaining directly to the job at hand.

B. Anti-Harassment Policy

X-Tra Kleen, Inc. is committed to maintaining a positive, harassment-free work environment. Harassment of any kind based on an individual's race, ethnicity, gender, age, or religion is not tolerated. All employees, supervisors, management, etc. are required to comply with this policy.

Sexual harassment is prohibited and is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, whether or not the submission to or rejection of is explicitly or implicitly implied to be a determining factor in an individual's employment in terms of decisions about promotion, transfer, selection, evaluation, benefits, or other employment conditions.

If an employee feels that he/she is being harassed in any way, he/she is encouraged to report the matter to a supervisor or human resources immediately. Once a complaint is received it will be

promptly investigated and all corrective action that is within our power will be taken. All complaints will be handled with confidentiality and discreetly to protect the parties involved.

No person will be adversely affected in employment as a result of reporting harassment.

C. Drug Screening Policy

All potential employees are required to do a drug screen/test that is at the expense of X-Tra Kleen, Inc. Employees found to be using or are under the influence of illegal drugs or alcohol will be terminated.

X-Tra Kleen, Inc. reserves the right to terminate an individual who is employed but was reported to display suspicious behavior pertaining to drug and alcohol use or influence, if such a claim is proven to be true.

D. Concealed Weapons Policy

X-Tra Kleen, Inc. employees may not possess or use any weapon, whether they possess a concealed weapons permit or are allowed by law, in any facility serviced or the surrounding property. Weapons include, but are not limited to, guns, knives, blades, explosives, harmful chemicals, etc.

Any employee who sees another possessing a weapon on the premises must report the individual to a supervisor or other management personnel.

If an employee is found to violate this policy, he/she will be subject to disciplinary actions, which include employment termination.

III. PROCEDURES AND RESPONSIBILITIES

Employees are expected and required to conduct themselves by the following procedures, rules, and responsibilities to ensure that their tasks are done competently. Cooperation with these procedures establishes a good and respectful working environment for all parties involved. Employees are expected to follow the regulations to the best of their ability.

A. TIMELINESS

Employees are expected to be present for work every day, on time. If for any reason an employee cannot show up to work, he/she must call on time to discuss and resolve the issue.

B. UNIFORM

The X-Tra Kleen, Inc. uniform consists of a dark blue t-shirt with the X-Tra Kleen, Inc. logo imprinted on the left pectoral area. If the facility requires an ID badge, it must be pinned to the shirt or worn on a lanyard.

1. Employees must wear the t-shirt (and badge, if applicable) every day while they are in the facility to be serviced to be distinguishable as custodial staff and for safety.
2. T-shirts must be clean.
3. Pants, jeans, and capris are acceptable. No shorts may be shorter than knee-length and no skirts are allowed.
4. Footwear must be a closed-toe shoe.
5. Employees must always use gloves.
6. Employees must use safety glasses where they are needed or required.

Employees should look presentable and come to work with good hygiene.

C. KEYS/BUILDING ACCESS

1. Keys and access cards to facilities should be used only by the employees to whom they are given and only during their hours of work.
2. Lost keys or access cards must be reported immediately. X-Tra Kleen, Inc. will cover the expense the first time. After the first incident, the employee will be responsible if there is a cost for replacing any more lost items.
3. Employees shall not allow any individual, known or unknown to them, to enter the building for any purpose whatsoever.
4. Before leaving the facility, employees shall make sure that all appliances such as lights, coffee makers, and fans are off.
5. Before exiting the building, employees shall check that all entrances and exits are locked as well as office doors that are required to be locked.

D. CONDUCT IN THE WORKPLACE

1. Employees shall take care not to damage anything in their course of work. If something is damaged or broken, employees are expected to report the incident right away so that corrective measures may be taken.
2. Employees are not allowed to use anything belonging to the facility or its employees.
 - a. Employees may not use any telephones, computers, TVs, radios, etc.
 - b. Employees may not consume any water, coffee, candy, or other food found in the facility except for water from drinking fountains or vending machines or food from vending machines.
3. **Employees shall not abuse their position to obtain any information from the areas which they service by looking through papers, files, computers, etc.**

E. CONDUCT TOWARD PERSONNEL IN THE WORKPLACE

1. Employees are expected to show respect toward all personnel of the facility they service should they be present at the time they are working.
2. Employees are not to engage in any way with personnel except to show common courtesy by greeting them.
3. Employees shall be careful not to disturb working personnel as much as is in their power.

F. WARNINGS

1. In case an employee has not met the requirements or standards of the facility and receives a warning or X-Tra Kleen, Inc. receives a complaint, the employee is expected to correct the problem area as soon as possible.
2. If multiple warnings are received and the employee fails to correct the issue, disciplinary action will be taken which may include termination of employment.

G. SAFETY SIGNS

1. Employees shall use safety signs in their course of work to
 - a. announce areas where floors are wet or slippery;
 - b. announce work in progress, such as waxing, stripping, etc.;
 - c. announce their presence in restrooms if needed.

H. CHEMICALS

1. X-Tra Kleen, Inc. labels all products used to ensure safety and prevent chemical damage to specific surfaces.
2. Material safety data sheets are provided to the client for products that are kept on site.

3. Employees shall use chemicals only as they are intended and only on materials for which they were intended to prevent damage to the facility.
4. **Employees shall not mix chemicals.**
5. Employees shall not transfer chemicals between bottles if the chemical is not what is on the label. If employees find chemicals unlabeled or labeled incorrectly, they are expected to report this to management.
6. Employees shall not use chemicals which are not property of X-Tra Kleen, Inc. or are not designated for their use.
7. Employees shall notify management if they are allergic to certain chemicals.

I. EQUIPMENT

1. X-Tra Kleen, Inc. products, work methods, and equipment comply with the Occupational Safety and Health Act of 1970.
2. X-Tra Kleen, Inc. provides personal protective equipment to staff when required in the cleaning process.

J. SUPPLIES

1. Employees shall make sure they have all the necessary supplies by informing management when stock is low.
2. Employees shall notify management ahead of time so that supplies will be ordered on time.
3. Employees shall not use supplies which are not property of X-Tra Kleen, Inc. or are not designated for their use.

K. SUPPLY CLOSET

1. Employees must keep the supply closet clean and orderly.
2. Employees shall not use anything stored in the supply closet that does not belong to X-Tra Kleen, Inc. or is not designated for their use.

L. TRAINING

1. X-Tra Kleen, Inc. provides training for all its employees which includes on-site instruction and demonstration before or on the first date of the contract commencement.
2. Multiple sessions are provided in case an employee needs them to successfully meet the requirements of the contract, especially pertaining to alarm systems.

PROJECT DESCRIPTION AND SCOPE OF WORK

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. SCOPE OF WORK

1. The work and responsibilities described in this section represents the minimum acceptable performance under this proposal but are not intended to limit the activities of the contractor, which are necessary to provide that degree of service intended by this proposal. All work will be performed in a manner and to that degree which is representative of the best practices of the trade and of skilled workers.
2. The contractor shall provide management, supervision, required labor and schedule, coordinate and ensure effective completion of all work and services specified in this RFP.
3. Cleaning equipment is to be furnished by the Contractor. Cleaning chemicals and supplies will provided by NETV, but the Contractor will be responsible for the security and proper use of all such supplies.
4. The work required is generally specified on a periodic basis in the "Work Schedule." However, in undertaking this service, the contractor recognizes that some area of the building will receive more traffic and soil than others and agrees to perform all necessary services on a schedule which will maintain a uniform high level of cleanliness throughout all the areas. Work listed on an "as needed" basis shall be performed where and when necessary or as requested by the building manager.
5. Contractor will service and maintain supplies of sanitary napkins.
6. Contractor will service and maintain supplies in the paper towel dispensers, soap dispensers, hand sanitizer dispensers and replace batteries and fresh air canisters (supplied) in air fresheners.

B. STANDARDS OF WORKMANSHIP AND MATERIAL

1. Performance under this contract will be evaluated on a monthly schedule and will be based on the provisions of this proposal and the best standards of the industry.
2. Evaluations made by the NETV inspectors will be final and binding.
3. The definition of "clean", for the purposes of this proposal, shall mean that any surface would be absolutely free of dust, water spots, fingerprints, scum, film or deposits of any foreign matter. That the area would be absolutely free of any trash, litter or other material not an inherent part of the area or its function.
4. Custodial services will not interfere with normal NETV activities without the express approval of the NETV representative in charge of the area.
5. The Contractor will be held liable for any damage resulting from the actions of their employees in the pursuit of their work assignments under this proposal or from any activity by them resulting from their access to the areas concerned.

6. The Contractor will be responsible for maintaining OSHA approved safety standards for all personnel and work areas. Wet areas will be appropriately marked with "CAUTION" signs or roped off during work in occupied areas.
7. The Contractor will be responsible for the condition of storage and work areas assigned for their use. All custodial closets must be kept neat and orderly. All soiled and clean dust mop heads and wiping clothes must be placed in the galvanized covered containers.
8. Only those cleaning materials and supplies approved by NETV will be used in the maintenance of buildings under this contract. The contractor will present a written list of the cleaning compounds, chemicals, etc. that they propose to employ throughout the life of the contract. Material Safety Data Sheets for all chemicals used in the facility must be located at the work site. The bidder will also make available for inspection, on request, the mechanical equipment and any other items, which will be employed in the contract. No changes in approved products will be made without prior written approval of Custodial Services.

C. WORK SCHEDULES AND PROCEDURES

1. Cleaning services specified shall be provided five (5) days a week Monday through Friday between the hours of 4:00 p.m. and 12:00 a.m. (unless otherwise indicated). Weekends and holidays as necessary or required.
2. The Contractor will be on call for emergency clean-up outside of the regular schedule.
3. A formal inspection of the contract areas of the building will be conducted approximately once per month by a NETV representative, and the Contractor, or his representative. The Contractor representative must be a supervisor directly or indirectly controlling the work crew in the building. Deficiencies noted on the inspection must be corrected within two (2) working days or at a time agreed upon by the NETV.
4. A call back inspection will be made within four working days of each formal inspection by the NETV representative and Contractor representative to re-inspect corrective action on deficiencies noted in the prior inspection.
5. All windows will be closed and locked in all areas of work prior to securing the building. Exceptions to these conditions must be cleared with the NETV in advance except in case of emergency.
6. The Contractor will report on a daily basis all faulty and/or inoperative items in restrooms, offices, classrooms, corridors and elevators.

D. EMPLOYEES AND SUPERVISION

1. The contractor shall employ only trained qualified people, as he/she deems necessary to perform the work.
2. The contractor shall have a responsible, capable supervisor on site while his/her employees are on duty.

3. The contractor shall require his/her employees to comply with instructions that pertain to conduct and building regulations.
4. The Contractor will submit, prior to beginning work, a roster of employees, including addresses and phone numbers. The Contractor will update roster at least every 60 days, whenever the roster changes, or as requested by NETV.
5. The Contractor or his employee shall not:
 - a. Use any office furniture, equipment, televisions, telephones, radios, tape recorders, record players, or any other type of equipment not related directly to their work.
 - b. Occupy any office, classroom or lobby at any time other than when actually cleaning the area.
 - c. Invite friends, relatives or other unauthorized person(s) into the building after the building has been secured.
 - d. Unlock more than one door to any room while cleaning that area.
 - e. Leave any area of cleaning unlocked upon completion of work.
 - f. Unlock any interior or exterior doors for anyone unless an emergency exists.
 - g. Relinquish building keys to anyone other than their own company personnel.
6. All contractor employees will wear identifying uniforms and/or name tags while on duty within the building. Proper identification should include the company and employee name.
7. The NETV will furnish all necessary building keys. Security access/I.D. cards will be provided to the contractor and must be worn at all times. A \$100.00 service charge may be assessed against the Contractor for building keys or access/I.D. cards lost through neglect by the Contractor or his employees. The Contractor must report lost keys or cards and all inoperative locks and locking mechanisms to the NETV representative immediately.
8. 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 he/she has, or will secure at his/her own expense, all personnel required to perform the services under the agreement. The contractor or other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with NETV, and shall not be considered employees of NETV. All claims on behalf of any person arising out of employment or alleged employment (including without limits claims of discrimination against the contractor, its officer or its agents) shall in no way be the responsibility of NETV.
9. The contractor will hold NETV 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 NETV, including without limits, tenure rights, medical and hospital care, sick and vacation leave, severance pay and retirement benefits.

E. LOST AND FOUND

The Contractor shall insure that all articles found by his/her employees while performing their duties are turned in to the building engineer.

F. SCHEDULED CLEANING

All cleaning required on a monthly, quarterly, semiannual and annual schedule must be completed within sixty (60) days after the contract has been awarded with the exception of carpet cleaning. Carpet cleaning will be scheduled by the building engineer in coordination with the contractor.

G. EQUIPMENT AND SUPPLIES

The contractor shall be required to furnish the following equipment and supplies. This should be viewed as a MINIMUM requirement unless otherwise noted.

Floor Machines	Waste Collectors
Dust Cloths	Brooms
Dust Mops	Mop Buckets
Floor Pads	Vacuum Cleaners
Wet Mops	Rags

NETV shall supply the following equipment and supplies.

Sanitary Napkins	Trash Liners
Paper Towels	Toilet Paper
Hand Soap	Soap Dispensers
Hand Sanitizer	Paper Towel Dispensers
Scouring Powder	Germicidal Cleaners
Enzyme Urinal Block/Strainers	Bowl Cleaners
Window Cleaner	Trash Liners
Recycle Can Liners	Furniture Polish
Floor Finish	Air Fresh Canisters

H. EXCLUDED AREAS

Areas not to be included in the contract are all mechanical and electrical rooms and all locked storage rooms located in Basement through the upper floors. Specifics may be obtained from the building engineer.

I. SCHEDULE OF WORK

It is understood that extra seasonal traffic and adverse weather conditions may change the frequency of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interest of maintaining a clean, presentable, and safe building.

1. Daily Service

- a. Vacuum, sweep or mop inside and outside entranceways.
- b. Wet mop all inside entranceways as needed.
- c. Empty waste and sanitary receptacles and remove same to designated disposal area. Wipe receptacle with a damp cloth.
- d. Empty all recycling receptacles and replace liners as needed
- e. Dust and mop all hard surface floors with a chemically treated mop. Damp mop all spillage.
- f. Clean, sanitize, service and re-stock restrooms, using an approved germicidal detergent to disinfect walls, lavatories, toilets, urinals, partitions, fixtures, mirrors, towel and soap dispensers. Damp mop floors using a germicidal detergent.
- g. Clean and sanitize drinking fountains.

- h. Spot clean entrance door glass, doors, and doorframes as needed, and dust off window sills and remove dead bugs as needed.
- i. Turn out all unnecessary lights.
- j. Check and secure building before leaving each service period, if required. This includes closing and securing windows. Lock and unlock designated doors to comply with the building schedule.
- k. Vacuum carpeted traffic areas. Spot clean carpet as needed.
 - i. Check and clean server counters and damp mop floors as needed.
- l. Elevators
 - i. Vacuum, sweep or mop inside of both elevators and vacuum tracks for the door as needed.

2. Every other Week Service

- a. Vacuum complete carpeted areas.
- b. Pour germicidal solution down floor drains
- c. Spot clean baseboards
- d. Dust mop and damp mop designated stairways and landings

3. Every other Month

- a. Wash trash receptacles.
- b. Wash entrance exterior glass.

4. Every Three Months

- a. Soil extract carpet in the Boardroom and the Meetings & Events room.

5. Annual Service

- a. Strip and refinish all resilient floors. This service to be completed in the month of December.
- b. Scrub and refinish all resilient floors. This service to be completed in the month of June.
- c. Soil extract all carpet. This service to be completed in the month of April.
- d. Wash doors.
- e. Completely wash all wall surfaces and partitions in all restrooms with approved disinfectant. This service to be completed in the month of March.
- f. Clean interior glass.

J. BUILDING STATISTICS

Number of people – 230
 Number of restrooms – 27
 Stairwells – 2
 Elevators – 2
 Cleanable Square Footage – 150,000
 Approximately 95% carpet
 Approximately 5% hard surface

PROPOSED SUPPLIES TO USE

	DESCRIPTION	STOCK#	QUANTITY
Floor Finish:	Ramsey Premium Boardwalk®	No. 3UT20	
Floor Stripper:	Ramsey Premium Break Away®	No. 1MN66	
Floor Cleaners:	Spray Buffs & Ultra High-Speed Restorers Sure Pass®	No. 3UT32	
Carpet Extraction Cleaners:	Scotchguard™	No. 3U166	
Specialty Carpet Spotters:	Pre-Oil Break	No. 3ZA71	
	Coffee & Tannin	No. 3ZA76	
	Kil-Oder Enzyme Spotter	No. 3ZA75	
	Citrus Express Gel	No. 3ZA74	
	Protein Spotter	No. 3ZA77	
	Paint, Oil, and Grease	No. 3ZA72	
Specialty Removers:	Delible Ink Stain Remover	No. 3ZA73	
	Amnesty Graffiti Remover	No. 3U027	
Cleaners and Degreasers:	Stainless Steel Cleaner and Polish	No. 6BV35	
	Simple green All-Purpose Cleaner/Degreaser	No. 3U499	
Toilet Bowl Cleaners:	Formula 409 Cleaner/Degreaser	No. 1CH09	
	Tough Guy Heavy Duty (Acid-based)	No. 2LEF5	
Glass Cleaners:	Tough Bowl Medium Duty (Acid-based)	No. 5NF23	
	Spy Glass Concentrate	No. 2U110	
Hand Soaps:	GOJO Luxury Foam Handwash	No. 3CB52	
	GOJO Antibacterial Lotion Soap	No. 5W625	
	GOJO Thick Pink Antiseptic Lotion Soap	No. 6Z638	
Trash Can/Receptacle Liners:	OneShot Lotion with Moisturizers	No. 401311-1	
	High-Density Coreless Rolls, 60-gallon	No. 4KN37	
	High-Density Coreless Rolls, 10-to-15-gallon	No. 4KN29	
Vacuum Bags:	Kraft Waxed Paper liners 8x8x7	No. 3U825	
	Disposable Bags	No. 4TB99	
Gloves:	Disposable Vinyl Gloves, Powder Free, Large	No. 3BA44	
	X-Large	No. 3BA43	
Feminine Hygiene Supplies:	Regular Tampax Tampons	No. 3U822	
	Maxithins #4 Maxi Pads	No. 3U8181	
Toilet paper	GP Angel Soft White 2 ply	No. 16580	
Toilet paper	RENOWN	No. 6125	
Roll Towels	RENOWN	No. 6131	
Paper Towels	Multifold Towels	No. 20204	
Vacuum Bags	Proteam Microfilter Vac Bags	No. 100331	

DELIVERABLES AND DUE DATES

X-Tra Kleen, Inc. is on a rolling thirty-day (30) regular services schedule. All services provided within the thirty (30) days are billed on the 1st of the month following the thirtieth (30th) day.

PROFSA L

COST PROPOSAL

PRICING SUMMARY

82.0%	Labor and labor overhead and benefitst (FICA, SUTA, FUTA, Work Compensation Insurance, and General Liability Insurance)
4.4 %	Cleaning supplies
2.7 %	Cleaning equipment
1.0 %	Employee recruitment, selection, training, and development
1.2 %	Clerical and administrative support for operations
1.7 %	Equipment maintenance, repair, and depreciation
7.0 %	Profit
100.0 %	Total

Table 1: Approximate Pricing Summary

PRICES

General Performance Requirements

Base Cost for Custodial Services of Nightly Duties and Scheduled Duties:

$$\begin{array}{l} \$ \underline{4,449.00} \text{ x 12 months = } \$ \underline{53,388.00} \\ \text{Monthly Cost} \qquad \qquad \qquad \text{Annual Cost} \end{array}$$

Unit Price Schedules

Cost per employee hour \$ 12.00 : to be used for the purpose of extra cleaning as requested by the Building Engineer.

Cost per square foot \$ 0.25 : to be used for the purpose of increasing the frequency of hard Surface floor maintenance.

Cost per square foot \$ 0.10 : to be used for the purpose of increasing the frequency of carpet Shampooing as requested by the Building Engineer.

PAYMENT SCHEDULE

X-Tra Kleen, Inc. is on a rolling thirty-day (30) schedule. The contract starts February 1, 2011, therefore, X-Tra Kleen, Inc. shall send an invoice dated on the first of each month for the previous month's services. For example, NETV will receive an invoice dated March 1, 2011 that will be for the monthly services provided in February.

Attachment 1

Request for Proposal for Contractual Services

Request for Proposal Number 3509Z1

(to be completed and returned with the RFP response)

I/We shall furnish all required supplies, equipment, and personnel, and perform all work necessary to perform general custodial, recycling and window cleaning services; as set forth in these specifications, for custodial services beginning (date) February 1, 2011.

I/We hereby certify that our firm is and will continue to comply with Fair Labor Standards Act as defined in Section 73-104, Revised Statutes of Nebraska.

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

GENERAL PERFORMANCE REQUIREMENTS

Base Cost for Custodial Services of Nightly Duties and Scheduled Duties.	$\$ \frac{4,449.00}{\text{Monthly Cost}} \times 12 = \frac{\$ 53,388.00}{\text{Annual Cost}}$
--	---

UNIT PRICE SCHEDULES

Cost per employee hour \$ 12.00 ; to be used for the purpose of extra cleaning as requested by the Building Engineer.

Cost per square foot \$ 0.25 ; to be used for the purpose of increasing the frequency of hard surface floor maintenance.

Cost per square foot \$ 0.10 ; to be used for the purpose of increasing the frequency of carpet shampooing as requested by the Building Engineer.

Form A

Bidder Contact Sheet

Request for Proposal Number 3509Z1

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

Preparation of Response Contact Information	
Bidder Name:	X-TRA KLEEN, INC.
Bidder Address:	238 S. 19TH ST. LINCOLN, NE 68510
Contact Person & Title:	NINA GLIGOREVIC, PROPOSAL MANAGER
E-mail Address:	xtkinc@live.com
Telephone Number (Office):	(402) 438 - 2857
Telephone Number (Cellular):	(402) 416 - 4967 *most readily available
Fax Number:	(402) 438 - 7699

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:	X-TRA KLEEN, INC.
Bidder Address:	238 S. 19TH ST. LINCOLN, NE 68510
Contact Person & Title:	GORAN GLIGOREVIC, PRESIDENT/OWNER
E-mail Address:	xtkinc@live.com
Telephone Number (Office):	(402) 438 - 2857
Telephone Number (Cellular):	(402) 450 - 1474 *most readily available
Fax Number:	(402) 438 - 7699

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

G.G.

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

G.G.

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/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.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

G.G.
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

G.G.
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

G.G.
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 this contract.

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

F. INSURANCE REQUIREMENTS

G.G.
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. 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 State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
b. COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person
c. COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit

d. **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance \$1,000,000 per occurrence

e. **Agencies to add limits for any additional required coverage here. If medical malpractice is required recommend language as follows:**

3. **EVIDENCE OF COVERAGE**

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2800). 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 Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G.
G-G.
Accept
& Initial

COOPERATION WITH OTHER CONTRACTORS

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.
G-G.
Accept
& Initial

INDEPENDENT CONTRACTOR

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.
G-G.
Accept
& Initial

CONTRACTOR RESPONSIBILITY

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

G-G
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 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

G-G
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

G-G
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

G.G.
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

G.G.
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

G.G.
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

G.G.
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

G.G.
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

G.G.
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

G.G.
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

G.G.
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

G. G.
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

G. G.
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

G. G.
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

G. G.
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.

G.G.
Accept
& Initial

EARLY TERMINATION

The contract may be terminated as follows:

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

Z.

G.G.
Accept
& Initial

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.

AA. BREACH BY CONTRACTOR

G-G
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

G-G
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.

PENALTY

CC
G-G
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. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$50.00 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. FORCE MAJEURE

G-G
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

EE
G-G
Accept
& Initial

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

G.G.
Accept
& Initial

PAYMENT

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.

G.G.
Accept
& Initial

INVOICES

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

G.G.
Accept
& Initial

AUDIT REQUIREMENTS

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.

G.G.
Accept
& Initial

TAXES

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.

G.G.
Accept
& Initial

INSPECTION AND APPROVAL

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.

G.G.
Accept
& Initial

CHANGES IN SCOPE/CHANGE ORDERS

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.

G.G.
Accept
& Initial

SEVERABILITY

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.

G.G.
Accept
& Initial

CONFIDENTIALITY

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.

G.G.
Accept
& Initial

PROPRIETARY INFORMATION

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.


Accept
& Initial

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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.


Accept
& Initial

PRICES

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
G-G
Accept
& Initial

BEST AND FINAL OFFER

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
G-G
Accept
& Initial

ETHICS IN PUBLIC CONTRACTING

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
G-G
Accept
& Initial

INDEMNIFICATION

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.

G.G.
Accept
& Initial

NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility> 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.

G.G.
Accept
& Initial

ANTITRUST

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

VV.

G.G.
Accept
& Initial

DISASTER RECOVERY/BACK UP PLAN

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.

G.G.
Accept
& Initial

TIME IS OF THE ESSENCE

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

XX.

G.G.
Accept
& Initial

RECYCLING

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.

G.G.
Accept
& Initial

DRUG POLICY

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.

G.G.

Accept
& Initial

NEW EMPLOYEE WORK ELIGIBILITY STATUS

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.

G.G.

Accept
& Initial

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.

ADDENDUM TWO

DATE: January 19, 2011
TO: All Vendors
FROM: Robert Thompson, Buyer
State Purchasing Bureau
RE: RFP Number 3509Z1

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
12.	Contract award	January 18, 2011 To Be Determined
13.	Contractor start date	February 1, 2011 To Be Determined

This addendum will become part of the proposal and should be acknowledged with the RFP.

ADDENDUM ONE

DATE: December 17, 2010

TO: All Vendors

FROM: Robert Thompson, Buyer
 State Purchasing Bureau

RE: Questions and Answers for RFP Number 3509Z1
 to be opened January 4, 2011 2 PM Central Time

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS
1. What is the price of the current contract?	The cost of the contract is currently \$4,700.00 per month.
2. Are the janitorial duties for the new solicitation the same, decreased or increased?	The only additional things that were added were: Under Section IV Project Description and Section A Scope of Work page 23 #6 we added hand sanitizer dispensers and replace batteries and fresh air canisters in air fresheners Under Section I Schedule of Work page 27 #1 Daily Service L. Elevators - Vacuum, sweep or mop inside of both elevators and vacuum tracks for the door as needed. These were the only additions made to this contract.
3. who currently has contract	X-Tra Kleen, Inc.
4. what is the current contract price	See Question one.
5. why is this being put out to bid, contract expired or poor performance.	Contract has expired.

QUESTIONS	ANSWERS
<p>6. ... Question that pertains to Page 27 Question #4 where it is noted (soil extract carpet in the Boardroom and the Meetings & Events Room). It is becoming clear that major carpet manufacturers are recommending (DRY Cleaning Carpet rather than Extraction) due to less wearing of the carpet fabric. Could Dry Cleaning of Carpet be substituted for Extraction??</p>	<p>No. Dry cleaning may not be used in the meeting and events and boardroom or as noted in other sections. The required method for NETC is soil extraction. There is also a reference to soil extraction in 5 c.</p>
<p>7. The RFP says to clean the interior glass annually – is that just the partition glass in the offices or the interior of the actual windows facing outside?</p>	<p>Both the partition glass in the offices and interior of the actual windows facing outside are to be cleaned annually.</p>
<p>8. Can we get a copy detailed floor plan of the NET facility?</p>	<p>Bidders may use the in-house drawings by appointment. The drawings are not to leave the building.</p>
<p>9. Are NET employees be present during the cleaning hours of 4:00 PM and 12:00 AM? If so, how many?</p>	<p>Yes, there a three (3) people that work in Net Ops seven (7) days of the week and on Wednesday there are six (6) people in Net Ops that occupy the area during that time. As for the rest of the building this will vary greatly. This all depends on what function is going on or what projects the people are working on.</p>
<p>10. During the pre-proposal conference on 12-14, a number of areas were designed as "not cleaned." The cleanable square feet of 150,000 reported on page 27 seems overstated. Can you verify the actual square feet to be cleaned or can I come back and measure the cleanable area with an appointment?</p>	<p>Yes, bidders can come back and measure the cleanable area with an appointment as well as review the in house drawings</p>
<p>11. During the pre-proposal conference on 12-14, I noticed 3 hard surface types. Since only one of the three appears to have a finish applied, can you verify the square feet of concrete floor, ceramic tile, and VCT? Can I come back and measure the floor types with an appointment?</p>	<p>Yes Bidders can come back and measure the floor types with an appointment.</p>
<p>12. During the pre-proposal conference on 12-14, I did not notice any galvanized covered containers for all soiled and clean dust mop heads and wiping clothes. How many covered containers exist and what is the size of each?</p>	<p>There are no existing galvanized covered containers. This requirement will start at the beginning of the new contract.</p>

**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
RFP 3509Z1	December 2, 2010
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 4, 2011 2:00 p.m. Central Time	Robert Thompson

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 3509Z1 for the purpose of selecting a qualified contractor to provide custodial services.

Written questions are due no later than December 10, 2010, 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 December 14, 2010 at 9:00 AM at the Nebraska Educational Telecommunications Building, 1800 N 33rd Street in Lincoln Nebraska.

Bidder should submit one (1) original and five (5) 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/>
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 bidder maintains a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM	i
TABLE OF CONTENTS	ii
GLOSSARY OF TERMS	v
I. SCOPE OF THE REQUEST FOR PROPOSAL	1
A. SCHEDULE OF EVENTS	1
II. PROCUREMENT PROCEDURES	2
A. PROCURING OFFICE AND CONTACT PERSON	2
B. GENERAL INFORMATION	2
C. COMMUNICATION WITH STATE STAFF	2
D. WRITTEN QUESTIONS AND ANSWERS	3
E. PRE-PROPOSAL CONFERENCE	3
F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	4
G. SUBMISSION OF PROPOSALS	4
H. PROPOSAL OPENING	5
I. LATE PROPOSALS	5
J. REJECTION OF PROPOSALS	5
K. EVALUATION OF PROPOSALS	5
L. EVALUATION COMMITTEE	6
M. MANDATORY REQUIREMENTS	6
N. REFERENCE CHECKS	6
O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS	6
P. VIOLATION OF TERMS AND CONDITIONS	7
III. TERMS AND CONDITIONS	8
A. GENERAL	8
B. AWARD	8
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION	9
D. PERMITS, REGULATIONS, LAWS	9
E. OWNERSHIP OF INFORMATION AND DATA	9
F. INSURANCE REQUIREMENTS	9
G. COOPERATION WITH OTHER CONTRACTORS	11
H. INDEPENDENT CONTRACTOR	11
I. CONTRACTOR RESPONSIBILITY	11
J. CONTRACTOR PERSONNEL	12
K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION	12
L. CONFLICT OF INTEREST	12
M. PROPOSAL PREPARATION COSTS	13
N. ERRORS AND OMISSIONS	13
O. BEGINNING OF WORK	13
P. ASSIGNMENT BY THE STATE	13
Q. ASSIGNMENT BY THE CONTRACTOR	13
R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	13

S.	GOVERNING LAW	13
T.	ATTORNEY'S FEES	13
U.	ADVERTISING	14
V.	STATE PROPERTY	14
W.	SITE RULES AND REGULATIONS.....	14
X.	NOTIFICATION	14
Y.	EARLY TERMINATION	15
Z.	FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS	15
AA.	BREACH BY CONTRACTOR.....	16
BB.	ASSURANCES BEFORE BREACH	16
CC.	PENALTY	16
DD.	FORCE MAJEURE	16
EE.	PROHIBITION AGAINST ADVANCE PAYMENT	16
FF.	PAYMENT	17
GG.	INVOICES	17
HH.	AUDIT REQUIREMENTS	17
II.	TAXES	17
JJ.	INSPECTION AND APPROVAL	17
KK.	CHANGES IN SCOPE/CHANGE ORDERS	18
LL.	SEVERABILITY	18
MM.	CONFIDENTIALITY.....	18
NN.	PROPRIETARY INFORMATION	18
OO.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING	19
PP.	PRICES.....	19
QQ.	BEST AND FINAL OFFER	20
RR.	ETHICS IN PUBLIC CONTRACTING	20
SS.	INDEMNIFICATION.....	20
TT.	NEBRASKA TECHNOLOGY ACCESS STANDARDS.....	21
UU.	ANTITRUST	21
VV.	DISASTER RECOVERY/BACK UP PLAN	21
WW.	TIME IS OF THE ESSENCE	21
XX.	RECYCLING	21
YY.	DRUG POLICY.....	21
ZZ.	NEW EMPLOYEE WORK ELIGIBILITY STATUS.....	22
AAA.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY.....	22
IV.	PROJECT DESCRIPTION AND SCOPE OF WORK.....	23
A.	SCOPE OF WORK.....	23
B.	STANDARDS OF WORKMANSHIP AND MATERIAL	23
C.	WORK SCHEDULES AND PROCEDURES	24
D.	EMPLOYEES AND SUPERVISION.....	24
E.	LOST AND FOUND.....	25
F.	SCHEDULED CLEANING.....	26
G.	EQUIPMENT AND SUPPLIES	26
H.	EXCLUDED AREAS.....	26
I.	SCHEDULE OF WORK.....	26
J.	BUILDING STATISTICS.....	27
V.	PROPOSAL INSTRUCTIONS	28

A. TECHNICAL PROPOSAL..... 28
B. COST PROPOSAL REQUIREMENTS 32
C. PAYMENT SCHEDULE..... 32
Form A Bidder Contact Sheet..... 33
Form B Notification of Intent to Attend Pre-Proposal Conference..... 34
Attachment 1 Request for Proposal for Contractual Services 35

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 deleted.

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.

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

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 this 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 3509Z1 for the purpose of selecting a qualified contractor to provide custodial services.

A contract resulting from this Request for Proposal will be issued for a period of one (1) year effective the date of award, with the option to renew for four (4) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://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	December 2, 2010
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	December 13, 2010
3.	Last day to submit written questions	December 10, 2010
4.	Mandatory Pre-Proposal Conference Location: Nebraska Educational Telecommunications 1800 N 33rd Street Lincoln, NE 68503	December 14, 2010 9:00 AM
5.	Last day to submit written questions after Pre-Proposal Conference	December 15, 2010
6.	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	December 17, 2010
7.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	January 4, 2011 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	January 4, 2011
9.	Evaluation period	January 4 through January 11, 2011
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	January 11, 2011
12.	Contract award	January 18, 2011
13.	Contractor start date	February 1, 2011

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: Robert Thompson
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 at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

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

3. state staff and/or contractor staff present at the Pre-Proposal Conference 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 3509Z1; Custodial Services Questions". 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 Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 3509Z1; Custodial Services 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 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 should 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. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

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

G. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five(5) 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 Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 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 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.

H. PROPOSAL OPENING

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

I. LATE PROPOSALS

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

J. REJECTION OF PROPOSALS

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

K. EVALUATION OF PROPOSALS

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

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

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing

Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

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

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

M. MANDATORY REQUIREMENTS

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

1. Signed Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal (attachment 1).

N. REFERENCE CHECKS

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

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

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders 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.

P. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions 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/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.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 this contract.

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

F. INSURANCE REQUIREMENTS

Accept
& Initial

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. 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 State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

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

c. COMMERCIAL AUTOMOBILE LIABILITY

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

d. **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance \$1,000,000 per occurrence

e. **Agencies to add limits for any additional required coverage here. If medical malpractice is required recommend language as follows:**

3. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2800). 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 Risk Management 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 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

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.

Accept
& Initial

N. ERRORS AND OMISSIONS

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.

Accept
& Initial

O. BEGINNING OF WORK

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.

Accept
& Initial

P. ASSIGNMENT BY THE STATE

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.

Accept
& Initial

Q. ASSIGNMENT BY THE CONTRACTOR

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.

Accept
& Initial

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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.

Accept
& Initial

S. GOVERNING LAW

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.

Accept
& Initial

T. ATTORNEY'S FEES

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.

Accept
& Initial

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. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$50.00 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

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

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. 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.state.ne.us/standards/accessibility> 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 this 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 this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

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

Accept
& Initial

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

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. SCOPE OF WORK

1. The work and responsibilities described in this section represents the minimum acceptable performance under this proposal but are not intended to limit the activities of the contractor, which are necessary to provide that degree of service intended by this proposal. All work will be performed in a manner and to that degree which is representative of the best practices of the trade and of skilled workers.
2. The contractor shall provide management, supervision, required labor and schedule, coordinate and ensure effective completion of all work and services specified in this RFP.
3. Cleaning equipment is to be furnished by the Contractor. Cleaning chemicals and supplies will be provided by NETV, but the Contractor will be responsible for the security and proper use of all such supplies.
4. The work required is generally specified on a periodic basis in the "Work Schedule." However, in undertaking this service, the contractor recognizes that some area of the building will receive more traffic and soil than others and agrees to perform all necessary services on a schedule which will maintain a uniform high level of cleanliness throughout all the areas. Work listed on an "as needed" basis shall be performed where and when necessary or as requested by the building manager.
5. Contractor will service and maintain supplies of sanitary napkins.
6. Contractor will service and maintain supplies in the paper towel dispensers, soap dispensers, hand sanitizer dispensers and replace batteries and fresh air canisters (supplied) in air fresheners.

B. STANDARDS OF WORKMANSHIP AND MATERIAL

1. Performance under this contract will be evaluated on a monthly schedule and will be based on the provisions of this proposal and the best standards of the industry.
2. Evaluations made by the NETV inspectors will be final and binding.
3. The definition of "clean", for the purposes of this proposal, shall mean that any surface would be absolutely free of dust, water spots, fingerprints, scum, film or deposits of any foreign matter. That the area would be absolutely free of any trash, litter or other material not an inherent part of the area or its function.
4. Custodial services will not interfere with normal NETV activities without the express approval of the NETV representative in charge of the area.
5. The Contractor will be held liable for any damage resulting from the actions of their employees in the pursuit of their work assignments under this proposal or from any activity by them resulting from their access to the areas concerned.

6. The Contractor will be responsible for maintaining OSHA approved safety standards for all personnel and work areas. Wet areas will be appropriately marked with "CAUTION" signs or roped off during work in occupied areas.
7. The Contractor will be responsible for the condition of storage and work areas assigned for their use. All custodial closets must be kept neat and orderly. All soiled and clean dust mop heads and wiping clothes must be placed in the galvanized covered containers.
8. Only those cleaning materials and supplies approved by NETV will be used in the maintenance of buildings under this contract. The contractor will present a written list of the cleaning compounds, chemicals, etc. that they propose to employ throughout the life of the contract. Material Safety Data Sheets for all chemicals used in the facility must be located at the work site. The bidder will also make available for inspection, on request, the mechanical equipment and any other items, which will be employed in the contract. No changes in approved products will be made without prior written approval of Custodial Services.

C. WORK SCHEDULES AND PROCEDURES

1. Cleaning services specified shall be provided five (5) days a week Monday through Friday between the hours of 4:00 p.m. and 12:00 a.m. (unless otherwise indicated). Weekends and holidays as necessary or required.
2. The Contractor will be on call for emergency clean-up outside of the regular schedule.
3. A formal inspection of the contract areas of the building will be conducted approximately once per month by a NETV representative, and the Contractor, or his representative. The Contractor representative must be a supervisor directly or indirectly controlling the work crew in the building. Deficiencies noted on the inspection must be corrected within two (2) working days or at a time agreed upon by the NETV.
4. A call back inspection will be made within four working days of each formal inspection by the NETV representative and Contractor representative to re-inspect corrective action on deficiencies noted in the prior inspection.
5. All windows will be closed and locked in all areas of work prior to securing the building. Exceptions to these conditions must be cleared with the NETV in advance except in case of emergency.
6. The Contractor will report on a daily basis all faulty and/or inoperative items in restrooms, offices, classrooms, corridors and elevators.

D. EMPLOYEES AND SUPERVISION

1. The contractor shall employ only trained qualified people, as he/she deems necessary to perform the work.
2. The contractor shall have a responsible, capable supervisor on site while his/her employees are on duty.

3. The contractor shall require his/her employees to comply with instructions that pertain to conduct and building regulations.
4. The Contractor will submit, prior to beginning work, a roster of employees, including addresses and phone numbers. The Contractor will update roster at least every 60 days, whenever the roster changes, or as requested by NETV.
5. The Contractor or his employee shall not:
 - a. Use any office furniture, equipment, televisions, telephones, radios, tape recorders, record players, or any other type of equipment not related directly to their work.
 - b. Occupy any office, classroom or lobby at any time other than when actually cleaning the area.
 - c. Invite friends, relatives or other unauthorized person(s) into the building after the building has been secured.
 - d. Unlock more than one door to any room while cleaning that area.
 - e. Leave any area of cleaning unlocked upon completion of work.
 - f. Unlock any interior or exterior doors for anyone unless an emergency exists.
 - g. Relinquish building keys to anyone other than their own company personnel.
6. All contractor employees will wear identifying uniforms and/or name tags while on duty within the building. Proper identification should include the company and employee name.
7. The NETV will furnish all necessary building keys. Security access/I.D. cards will be provided to the contractor and must be worn at all times. A \$100.00 service charge may be assessed against the Contractor for building keys or access/I.D. cards lost through neglect by the Contractor or his employees. The Contractor must report lost keys or cards and all inoperative locks and locking mechanisms to the NETV representative immediately.
8. 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 he/she has, or will secure at his/her own expense, all personnel required to perform the services under the agreement. The contractor or other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with NETV, and shall not be considered employees of NETV. All claims on behalf of any person arising out of employment or alleged employment (including without limits claims of discrimination against the contractor, its officer or its agents) shall in no way be the responsibility of NETV.
9. The contractor will hold NETV 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 NETV, including without limits, tenure rights, medical and hospital care, sick and vacation leave, severance pay and retirement benefits.

E. LOST AND FOUND

The Contractor shall insure that all articles found by his/her employees while performing their duties are turned in to the building engineer.

F. SCHEDULED CLEANING

All cleaning required on a monthly, quarterly, semiannual and annual schedule must be completed within sixty (60) days after the contract has been awarded with the exception of carpet cleaning. Carpet cleaning will be scheduled by the building engineer in coordination with the contractor.

G. EQUIPMENT AND SUPPLIES

The contractor shall be required to furnish the following equipment and supplies. This should be viewed as a MINIMUM requirement unless otherwise noted.

Floor Machines	Waste Collectors
Dust Cloths	Brooms
Dust Mops	Mop Buckets
Floor Pads	Vacuum Cleaners
Wet Mops	Rags

NETV shall supply the following equipment and supplies.

Sanitary Napkins	Trash Liners
Paper Towels	Toilet Paper
Hand Soap	Soap Dispensers
Hand Sanitizer	Paper Towel Dispensers
Scouring Powder	Germicidal Cleaners
Enzyme Urinal Block/Strainers	Bowl Cleaners
Window Cleaner	Trash Liners
Recycle Can Liners	Furniture Polish
Floor Finish	Air Fresh Canisters

H. EXCLUDED AREAS

Areas not to be included in the contract are all mechanical and electrical rooms and all locked storage rooms located in Basement through the upper floors. Specifics may be obtained from the building engineer.

I. SCHEDULE OF WORK

It is understood that extra seasonal traffic and adverse weather conditions may change the frequency of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interest of maintaining a clean, presentable, and safe building.

1. Daily Service

- a. Vacuum, sweep or mop inside and outside entranceways.
- b. Wet mop all inside entranceways as needed.
- c. Empty waste and sanitary receptacles and remove same to designated disposal area. Wipe receptacle with a damp cloth.
- d. Empty all recycling receptacles and replace liners as needed
- e. Dust and mop all hard surface floors with a chemically treated mop. Damp mop all spillage.
- f. Clean, sanitize, service and re-stock restrooms, using an approved germicidal detergent to disinfect walls, lavatories, toilets, urinals, partitions, fixtures, mirrors, towel and soap dispensers. Damp mop floors using a germicidal detergent.
- g. Clean and sanitize drinking fountains.

- h. Spot clean entrance door glass, doors, and doorframes as needed, and dust off window sills and remove dead bugs as needed.
- i. Turn out all unnecessary lights.
- j. Check and secure building before leaving each service period, if required. This includes closing and securing windows. Lock and unlock designated doors to comply with the building schedule.
- k. Vacuum carpeted traffic areas. Spot clean carpet as needed.
 - i. Check and clean server counters and damp mop floors as needed.
- l. Elevators
 - i. Vacuum, sweep or mop inside of both elevators and vacuum tracks for the door as needed.

2. Every other Week Service

- a. Vacuum complete carpeted areas.
- b. Pour germicidal solution down floor drains
- c. Spot clean baseboards
- d. Dust mop and damp mop designated stairways and landings

3. Every other Month

- a. Wash trash receptacles.
- b. Wash entrance exterior glass.

4. Every Three Months

- a. Soil extract carpet in the Boardroom and the Meetings & Events room.

5. Annual Service

- a. Strip and refinish all resilient floors. This service to be completed in the month of December.
- b. Scrub and refinish all resilient floors. This service to be completed in the month of June.
- c. Soil extract all carpet. This service to be completed in the month of April.
- d. Wash doors.
- e. Completely wash all wall surfaces and partitions in all restrooms with approved disinfectant. This service to be completed in the month of March.
- f. Clean interior glass.

J. BUILDING STATISTICS

Number of people – 230
 Number of restrooms – 27
 Stairwells – 2
 Elevators – 2
 Cleanable Square Footage – 150,000
 Approximately 95% carpet
 Approximately 5% hard surface

V. PROPOSAL INSTRUCTIONS

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

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

A. TECHNICAL PROPOSAL

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

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

1. REQUEST FOR PROPOSAL FORM

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

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

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

- i.** Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a)** the time period of the project;
 - b)** the scheduled and actual completion dates;
 - c)** the contractor's responsibilities;
 - d)** for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
 - e)** each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

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

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

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

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

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

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

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

j. SUBCONTRACTORS

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

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

4. TECHNICAL APPROACH

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

- a. understanding of the project requirements;
- b. proposed development approach;
- c. technical considerations;
- d. detailed project work plan; and
- e. deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

C. PAYMENT SCHEDULE

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

Form A

Bidder Contact Sheet

Request for Proposal Number 3509Z1

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

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

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

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

Form B

Notification of Intent to Attend Pre-Proposal Conference

Request for Proposal Number 3509Z1

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

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

