

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
52238 O4

PAGE 1 of 3	ORDER DATE 05/29/14
BUSINESS UNIT 65130216	BUYER JENNIFER CROUSE (AS)
VENDOR NUMBER: 1923638	
VENDOR ADDRESS: PAOLINI & COMPANY DBA SERVICEMASTER PBM OF LINCOLN 2626 O ST LINCOLN NEBRASKA 68510-1339	

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

JULY 01, 2014 THROUGH JUNE 30, 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 3931 Z1

Contract to supply and deliver Capitol Custodial Preservation Services to the State of Nebraska as per the attached specifications for the contract period July 1, 2014 through June 30, 2015. The contract may be renewed for two (2) additional one (1) year periods 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.

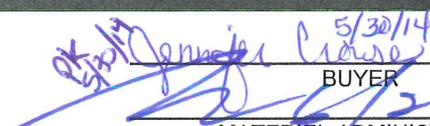
The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees 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. 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;


5/30/14
BUYER
MATERIEL ADMINISTRATOR

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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: Jon Paolini
 Phone: 402-476-2194
 Fax: 402-476-2327
 E-Mail: jpaolini@smpbm.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (05/29/2014 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
5	D2 CUSTODIAL SVS 7/14-6/15 Division 2 Custodial Services Nightly and Scheduled Duties Year Three Second Renewal	12.0000	MO	11,500.0000	138,000.00
6	D3 CUSTODIAL SVS 7/14-6/15 Division 3 Custodial Services Nightly and Scheduled Duties Year Three Second Renewal	12.0000	MO	8,536.0000	102,432.00
7	D2 CUSTODIAL SVS 7/15-6/16 Division 2 Custodial Services Nightly and Scheduled Duties Year Four Third Renewal	12.0000	MO	11,500.0000	138,000.00
8	D3 CUSTODIAL SVS 7/15-6/16 Division 3 Custodial Services Nightly and Scheduled Duties Year Four Third Renewal	12.0000	MO	8,536.0000	102,432.00
9	D2 CUSTODIAL SVS 7/16-6/17 Division 2 Custodial Services Nightly and Scheduled Duties Year Five Fourth Renewal	12.0000	MO	11,500.0000	138,000.00
10	D3 CUSTODIAL SVS 7/16-6/17 Division 3 Custodial Services Nightly and Scheduled Duties Year Five Fourth Renewal	12.0000	MO	8,536.0000	102,432.00
12	SPECIAL PROJECT 7/14-6-17 Hourly rate for adding special projects as requested - Year Three Second Renewal - Year Five Fourth Renewal	80.0000	HR	14.0000	1,120.00


 BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

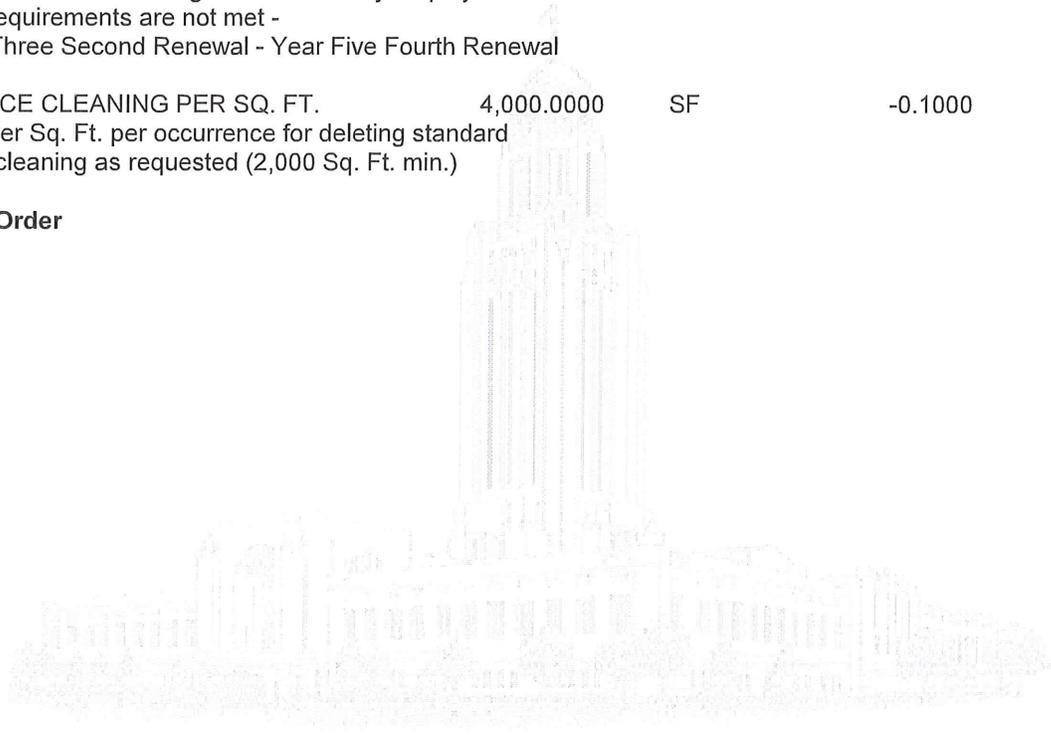
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PAGE 3 of 3	ORDER DATE 05/29/14
BUSINESS UNIT 65130216	BUYER JENNIFER CROUSE (AS)
VENDOR NUMBER: 1923638	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
13	COST PER SQ. FT. PER OCCURRENCE FOR ADDING STANDARD OFFICE CLEANING AS REQUESTED (2,000 FT. MIN)	4,000.0000	SF	0.1000	400.00
15	SPECIAL PROJECT 7/14-6/17 Hourly rate for deducting if minimum daily employee hour requirements are not met - Year Three Second Renewal - Year Five Fourth Renewal	80.0000	HR	-14.0000	-1,120.00
16	REDUCE CLEANING PER SQ. FT. Cost per Sq. Ft. per occurrence for deleting standard office cleaning as requested (2,000 Sq. Ft. min.)	4,000.0000	SF	-0.1000	-400.00
Total Order					721,296.00




BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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CONTRACT NUMBER
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PAGE 1 of 3	ORDER DATE 01/28/14
BUSINESS UNIT 65130216	BUYER PETER KROLL (AS)
VENDOR NUMBER: 1923638	
VENDOR ADDRESS: PAOLINI & COMPANY DBA SERVICEMASTER PBM OF LINCOLN 2626 O ST LINCOLN NEBRASKA 68510-1339	

THE CONTRACT PERIOD IS:

JULY 01, 2013 THROUGH JUNE 30, 2014

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.

Contract to provide Capitol Custodial Preservation Services to the State of Nebraska, Department of Capitol Commission, for a period effective July 1, 2013 through June 30, 2014 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>

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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;


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PAGE 2 of 3	ORDER DATE 01/28/14
BUSINESS UNIT 65130216	BUYER PETER KROLL (AS)
VENDOR NUMBER: 1923638	

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: Jon Paolini
 Phone: 402-476-2194
 Fax: 402-476-2327
 E-Mail: jpaolini@smpbm.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (06/24/2013 ked)

AMENDMENT ONE (1) AS ATTACHED. (01/28/2014 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	D2 CUSTODIAL SVS 7/13-6/14 Division 2 Custodial Services Nightly and Scheduled Duties Year Two First Renewal	12.0000	MO	11,350.0000	136,200.00
4	D3 CUSTODIAL SVS 7/13-6/14 Division 3 Custodial Services Nightly and Scheduled Duties Year Two First Renewal	12.0000	MO	8,336.0000	100,032.00
5	D2 CUSTODIAL SVS 7/14-6/15 Division 2 Custodial Services Nightly and Scheduled Duties Year Three Second Renewal	12.0000	MO	11,500.0000	138,000.00
6	D3 CUSTODIAL SVS 7/14-6/15 Division 3 Custodial Services Nightly and Scheduled Duties Year Three Second Renewal	12.0000	MO	8,536.0000	102,432.00
7	D2 CUSTODIAL SVS 7/15-6/16 Division 2 Custodial Services Nightly and Scheduled Duties Year Four Third Renewal	12.0000	MO	11,500.0000	138,000.00
8	D3 CUSTODIAL SVS 7/15-6/16 Division 3 Custodial Services Nightly and Scheduled Duties Year Four Third Renewal	12.0000	MO	8,536.0000	102,432.00
9	D2 CUSTODIAL SVS 7/16-6/17 Division 2 Custodial Services Nightly and Scheduled Duties Year Five Forth Renewal	12.0000	MO	11,500.0000	138,000.00
10	D3 CUSTODIAL SVS 7/16-6/17 Division 3 Custodial Services Nightly and Scheduled Duties Year Five Forth Renewal	12.0000	MO	8,536.0000	102,432.00
11	SPECIAL PROJECT 7/12-6/14 Hourly rate for adding special projects as requested - Year One Initial Year -Year Two First Renewal	80.0000	HR	13.5000	1,080.00
12	SPECIAL PROJECT 7/14-6-17 Hourly rate for adding special projects as requested - Year Three Second Renewal - Year Five Fourth Renewal	80.0000	HR	14.0000	1,120.00


 BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

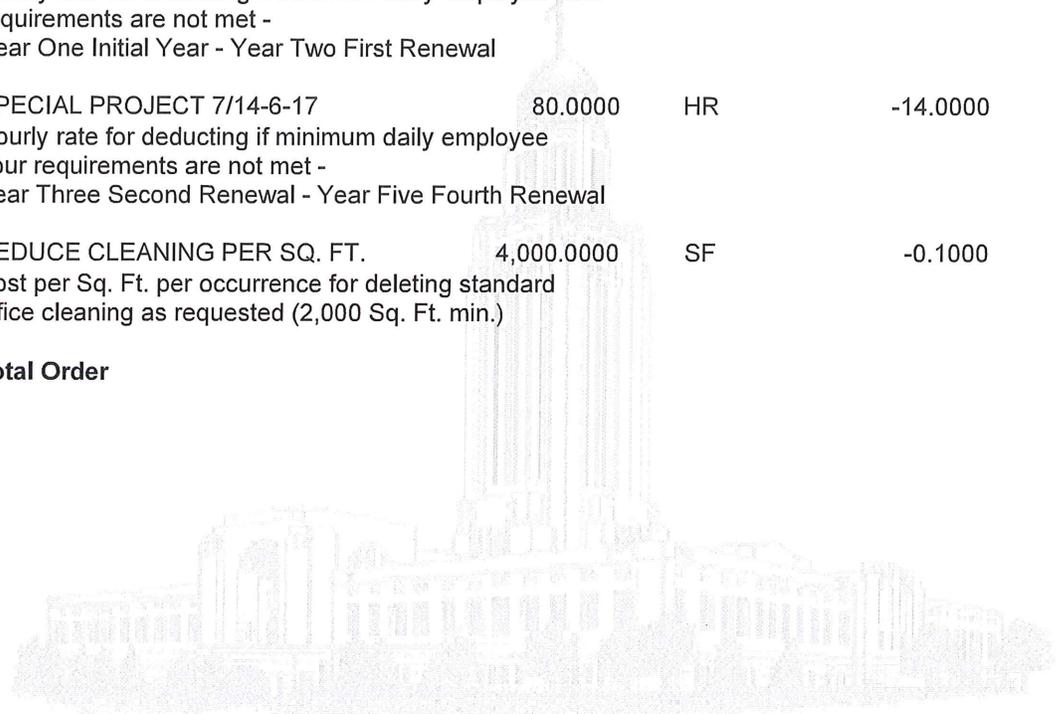
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PAGE 3 of 3	ORDER DATE 01/28/14
BUSINESS UNIT 65130216	BUYER PETER KROLL (AS)
VENDOR NUMBER: 1923638	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
13	COST PER SQ. FT. PER OCCURRENCE FOR ADDING STANDARD OFFICE CLEANING AS REQUESTED (2,000 FT. MIN)	4,000.0000	SF	0.1000	400.00
14	SPECIAL PROJECT 7/12-6/14 Hourly rate for deducting if minimum daily employee hour requirements are not met - Year One Initial Year - Year Two First Renewal	80.0000	HR	-13.5000	-1,080.00
15	SPECIAL PROJECT 7/14-6-17 Hourly rate for deducting if minimum daily employee hour requirements are not met - Year Three Second Renewal - Year Five Fourth Renewal	80.0000	HR	-14.0000	-1,120.00
16	REDUCE CLEANING PER SQ. FT. Cost per Sq. Ft. per occurrence for deleting standard office cleaning as requested (2,000 Sq. Ft. min.)	4,000.0000	SF	-0.1000	-400.00
Total Order					957,528.00




 BUYER INITIALS

AMENDMENT ONE

52238 O4

Capitol Custodial Preservation Services for the State of Nebraska

Between

The State of Nebraska and Paolini & Company DBA Servicemaster PBM of Lincoln

This Amendment (the "Amendment") is made by the State of Nebraska and Paolini & Company DBA Servicemaster PBM of Lincoln, parties to Contract 52238 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

1. Line 13 is hereby removed in its entirety and replaced with the following:

Line	Description	Quantity	UOM	Unit Price	Extended Price
13	COST PER SQ. FT. PER OCCURRENCE FOR ADDING STANDARD OFFICE CLEANING AS REQUESTED (2,000 FT. MIN)	4,000.0000	SF	.10	400.00

2. Lines 14 through 16 are hereby added to the Contract as follows:

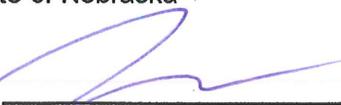
Line	Description	Quantity	UOM	Unit Price	Extended Price
14	SPECIAL PROJECT 7/12-6/14 Hourly rate for deducting if minimum daily employee hour requirements are not met – Year One Initial Year – Year Two First Renewal	80.0000	HR	-13.5000	-1,080.00
15	SPECIAL PROJECT 7/14-6/17 Hourly rate for deducting if minimum daily employee hour requirements are not met – Year Three Second Renewal – Year Five Fourth Renewal	80.0000	HR	-14.0000	-1,120.00
16	REDUCE CLEANING PER SQ. FT. Cost per Sq. Ft. per occurrence for deleting standard office cleaning as requested (2,000 Sq. Ft. min.)	4,000.0000	SF	-.10	-400.00

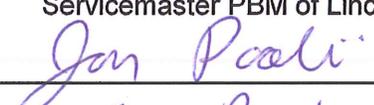
This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment,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

By:  _____

By:  _____

Name: Bo Botelho

Name: Jon Paolini

Title: Materiel Administrator

Title: Owner

Date: 1/31/14

Date: 1/24/14

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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PAGE 1 of 3	ORDER DATE 06/24/13
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VENDOR NUMBER: 1923638	
VENDOR ADDRESS: PAOLINI & COMPANY DBA SERVICEMASTER PBM OF LINCOLN 2626 O ST LINCOLN NEBRASKA 68510-1339	

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

JULY 01, 2013 THROUGH JUNE 30, 2014

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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.

Contract to provide Capitol Custodial Preservation Services to the State of Nebraska, Department of Capitol Commission, for a period effective July 1, 2013 through June 30, 2014 with the option to renew in three (3), one (1) year periods as mutually agreed upon by all parties.

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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;

[Handwritten Signature] 6/24/13
RK 6/24/13 BUYER
6-28-13
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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PAGE 2 of 3	ORDER DATE 06/24/13
BUSINESS UNIT 65130216	BUYER PETER KROLL (AS)
VENDOR NUMBER: 1923638	

5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

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THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED.

(06/24/2013 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	D2 CUSTODIAL SVS 7/13-6/14 Division 2 Custodial Services Nightly and Scheduled Duties Year Two First Renewal	12.0000	MO	11,350.0000	136,200.00
4	D3 CUSTODIAL SVS 7/13-6/14 Division 3 Custodial Services Nightly and Scheduled Duties Year Two First Renewal	12.0000	MO	8,336.0000	100,032.00
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12	SPECIAL PROJECT 7/14-6-17 Hourly rate for adding special projects as requested - Year Three Second Renewal - Year Five Fourth Renewal	80.0000	HR	14.0000	1,120.00
13	ADD CLEANING PER SQ. FT. Cost per Sq. Ft. for adding standard office cleaning as requested (2,000 Sq. Ft. min.)	4,000.0000	SF	1.2000	4,800.00

PK
 BUYER INITIALS

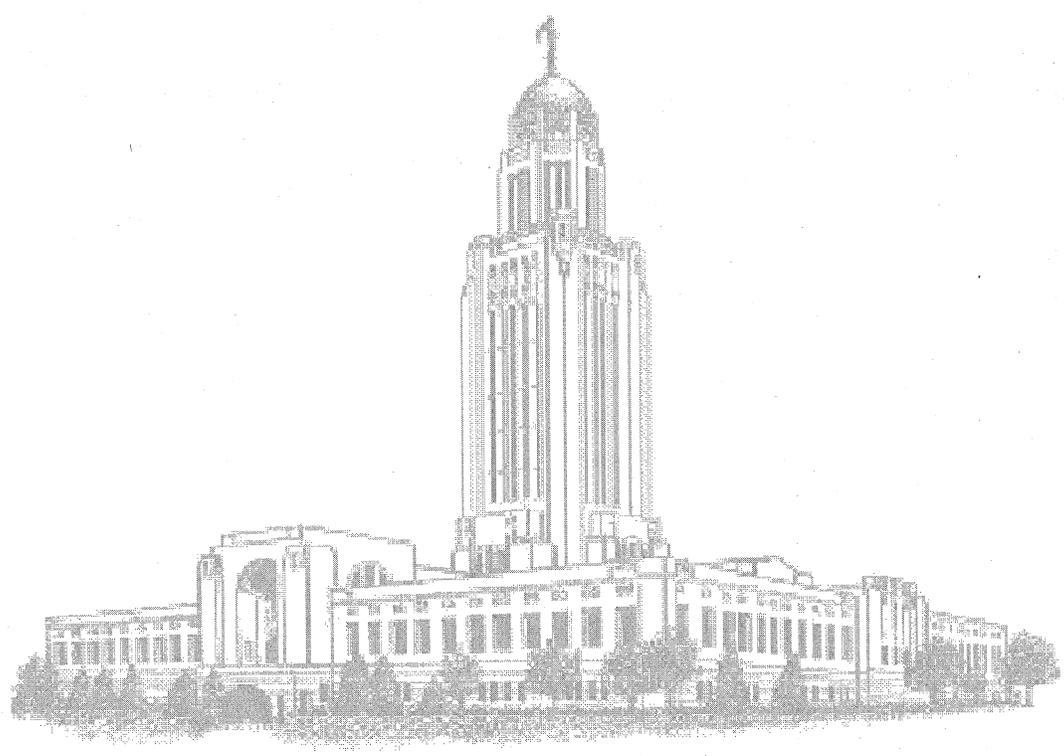
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BUSINESS UNIT 65130216		BUYER PETER KROLL (AS)
VENDOR NUMBER: 1923638		

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
Total Order					964,528.00



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PAGE 1 of 3	ORDER DATE 05/18/12
BUSINESS UNIT 65130216	BUYER THOMPSON, ROBERT S
VENDOR NUMBER: 1923638	
VENDOR ADDRESS: PAOLINI & COMPANY DBA SERVICEMASTER PBM OF LINCOLN 2626 O ST LINCOLN NEBRASKA 68510-1339	

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

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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 3931 Z1

Contract to provide Capitol Custodial Preservation Services to the State of Nebraska, Department of Capitol Commission, for a period effective July 1, 2012 through June 30, 2013 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>

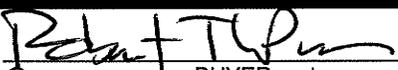
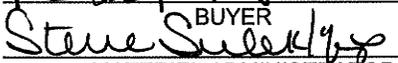
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization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


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
52238 O4

PAGE 2 of 3	ORDER DATE 05/18/12
BUSINESS UNIT 65130216	BUYER THOMPSON, ROBERT S
VENDOR NUMBER: 1923638	

5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Jon Paolini
Phone: 402-476-2194
Fax: 402-476-2327
Cellular: 402-730-3036
E-Mail: jpaolini@smpbm.com

(05/18/12 jh)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	D2 CUSTODIAL SVS 7/12-6/13 Division 2 Custodial Services Nightly and Scheduled Duties Year One Initial Year	12.0000	MO	11,350.0000	136,200.00
2	D3 CUSTODIAL SVS 7/12-6/13 Division 3 Custodial Services Nightly and Scheduled Duties Year One Initial Year	12.0000	MO	8,336.0000	100,032.00
3	D2 CUSTODIAL SVS 7/13-6/14 Division 2 Custodial Services Nightly and Scheduled Duties Year Two First Renewal	12.0000	MO	11,350.0000	136,200.00
4	D3 CUSTODIAL SVS 7/13-6/14 Division 3 Custodial Services Nightly and Scheduled Duties Year Two First Renewal	12.0000	MO	8,336.0000	100,032.00
5	D2 CUSTODIAL SVS 7/14-6/15 Division 2 Custodial Services Nightly and Scheduled Duties Year Three Second Renewal	12.0000	MO	11,500.0000	138,000.00
6	D3 CUSTODIAL SVS 7/14-6/15 Division 3 Custodial Services Nightly and Scheduled Duties Year Three Second Renewal	12.0000	MO	8,536.0000	102,432.00
7	D2 CUSTODIAL SVS 7/15-6/16 Division 2 Custodial Services Nightly and Scheduled Duties Year Four Third Renewal	12.0000	MO	11,500.0000	138,000.00
8	D3 CUSTODIAL SVS 7/15-6/16 Division 3 Custodial Services Nightly and Scheduled Duties Year Four Third Renewal	12.0000	MO	8,536.0000	102,432.00
9	D2 CUSTODIAL SVS 7/16-6/17 Division 2 Custodial Services Nightly and Scheduled Duties Year Five Forth Renewal	12.0000	MO	11,500.0000	138,000.00
10	D3 CUSTODIAL SVS 7/16-6/17 Division 3 Custodial Services Nightly and Scheduled Duties Year Five Forth Renewal	12.0000	MO	8,536.0000	102,432.00
11	SPECIAL PROJECT 7/12-6/14 Hourly rate for adding special projects as requested - Year One Initial Year -Year Two First Renewal	80.0000	HR	13.5000	1,080.00
12	SPECIAL PROJECT 7/14-6-17 Hourly rate for adding special projects as requested - Year Three Second Renewal - Year Five Fourth Renewal	80.0000	HR	14.0000	1,120.00


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

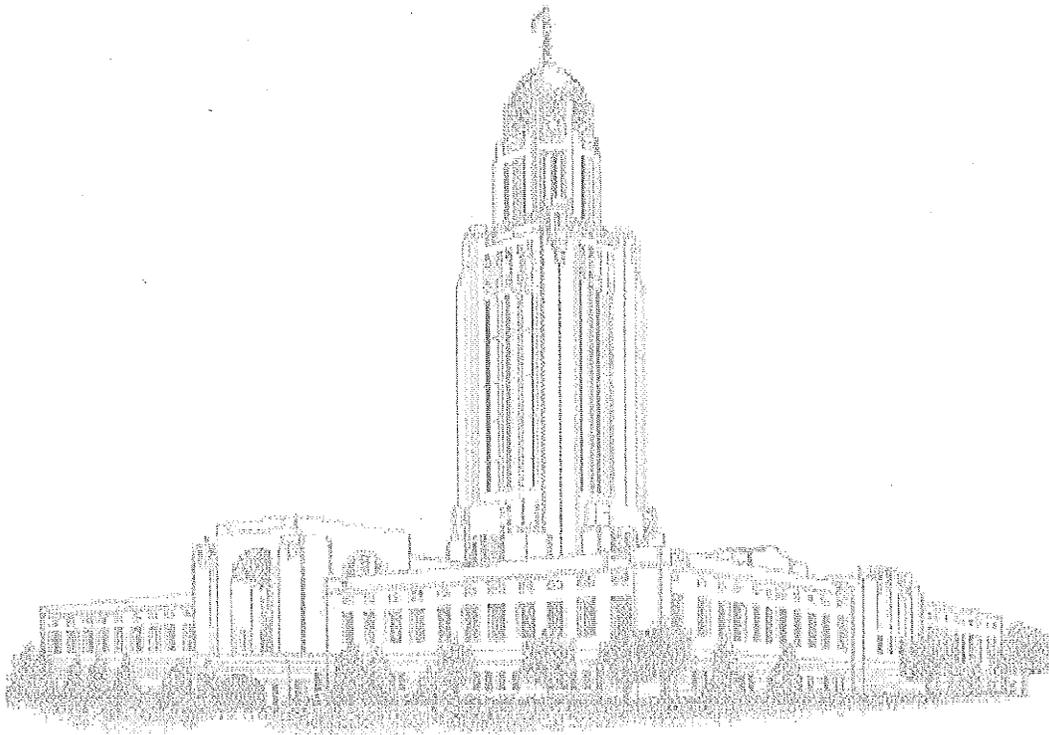
State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

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

CONTRACT NUMBER
52238 O4

PAGE 3 of 3	ORDER DATE 05/18/12
BUSINESS UNIT 65130216	BUYER THOMPSON, ROBERT S
VENDOR NUMBER: 1923638	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
13	ADD CLEANING PER SQ. FT. Cost per Sq. Ft. for adding standard office cleaning as requested (2,000 Sq. Ft. min.)	4,000.0000	SF	1.2000	4,800.00
Total Order					1,200,760.00




BUYER INITIALS

ADDENDUM ONE

DATE: April 11, 2012

TO: All Vendors

FROM: Robert Thompson, Buyer
 State Purchasing Bureau

RE: Questions and Answers for RFP Number 3931Z1
 to be opened April 25, 2012, 2:00 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
<p>1. Considering the green initiative described in the RFP and SBM's desire to be as green as possible, is it acceptable to submit one (1) original and five (5) electronic copies of the proposal?</p>	<p>No, electronic copies are not acceptable.</p>
<p>2. Terms & Conditions on RFP 3931Z1 – Do the RFP pages, along with initials; need to be submitted in our bid response?</p>	<p>Bidders are expected to return the pages along with initials in their bid response.</p>
<p>3. Regarding Page 23, Section iv on RFP 3931Z1 – Do we need to make a response to each of these points?</p>	<p>Bidder should identify and respond to each subdivision identified in Section IV PROJECT DESCRIPTION AND SCOPE OF WORK. The bidder's response for each subdivision should be based on how bidder will perform the requirements outlined in each subdivision. Also bidder's proposal response must consist of the subsections identified in Section V, 4, a through h.</p>

QUESTIONS	ANSWERS
<p>4. Regarding Pages 1 through 7 on RFP 3931Z1 – Are these pages for the bidder’s information only, or do they require specific responses?</p>	<p>Pages 1 through 7 (sections I and II) are informational and do not require a specific response.</p>
<p>5. Regarding the Employee/State Disclosure for RFP 3931Z1 – Does the bidder need to report past employment with the State of Nebraska, if the employee was employed by another Building Services Contractor at the time?</p>	<p>Yes, per Section V. Item F. RELATIONSHIP WITH THE 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.”</p> <p>Note: If the employee was only working for a Building Services Contractor doing work in a State facility... That employee would not be a State employee.</p>
<p>6. Regarding the Bid Bond for RFP 3931Z1 – Does it need to be submitted with the bidder’s proposal?</p>	<p>The RFP does not require a bid bond.</p>
<p>7. Regarding the Bid Bond for RFP 3931Z1 – What is the percentage or price that is required?</p>	<p>The RFP does not require a bid bond.</p>
<p>8. Regarding the Performance Bond for RFP 3931Z1 – Will this be required only if awarded the contract and at what percentage or at what price?</p>	<p>The RFP does not require a performance bond.</p>
<p>9. Will the bidder who is awarded the contract for RFP 3931Z1 have access to internet, telephone line, and an office?</p>	<p>The contractor is responsible for their own internet connection. The Contractor may use the phone located in the Division 3 Custodial Office. Office area is available for Division 2 and was shown on the Pre-Bid walk-through tour.</p>

QUESTIONS	ANSWERS
<p>10. If awarded the contract for RFP 3931Z1, is the bidder responsible for performing Background Checks, or does the State of Nebraska perform the background Checks?</p>	<p>The contractor is responsible for obtaining and paying for the background checks. RFP is hereby amended to require that all background checks shall be a Full Credentialing background check, which is fingerprint based. Currently the cost is \$38.00/check, but it's the contractor's responsibility to verify the cost. Note: A Nebraska name base background check, which is \$15.00 is NOT adequate. See Section IV,H Employees and Supervision (pg. 25,26)</p>
<p>11. If the bidder is responsible, what is the cost of each Background Check?</p>	<p>Currently the cost is \$38.00/check, but it's the contractor's responsibility to verify the cost.</p>
<p>12. When is this bid due?</p>	<p>Per the opening date listed in the schedule of events.</p>
<p>13. Can you tell us how verification or reporting of compliance with state statute requiring the use of E-Verify on all employees of the successful bidder will be accomplished?</p>	<p>The Contractor agrees to provide the USCIS final verification number documentation on employees at any time upon request from the State. Verifications may be mailed, hand delivered, faxed, or e-mailed to the State upon request.</p> <p>For more information please visit the site below.</p> <p>http://www.uscis.gov/portal/site/uscis/</p>
<p>14. Can you tell us how the nightly hours are to be reported to show compliance with nightly minimum hours requirements?</p>	<p>Contractor Time reports for Division 2 and Division 3 will be submitted on a bi-weekly basis to the Capitol Manager. Reports may be mailed, hand delivered, faxed, or e-mailed.</p>
<p>15. Are a bid or performance bond required?</p>	<p>The RFP does not require a bid bond or performance bond.</p>
<p>16. Are Drug screens required? If so, how many panel screen is required? (3-5-7-10)</p>	<p>Drug Screens are not specifically required by the State unless it is a requirement of the bidders "Drug-Free Workplace Policy".</p>

QUESTIONS	ANSWERS
<p>17. In section N. pg 27, Supplies and equipment; nothing is mentioned about floor buffers, burnishers or restroom carts. Do they have some or that is up to the contractor to provide?</p>	<p>The OCC will supply floor equipment for the Division 3 employees and restroom cart(s) for Division 3 day matron. The restroom cart(s) for Division 2 restroom cleaner(s) will be supplied by the Contractor.</p>
<p>18. On pg 26, sect J states: "Trash pickup and Recycling barrels will be provided by the OCC for Division 3. Division 2 shall provide an adequate number of 44 gallon Rubbermaid Brute containers on dollies for their trash collection..." This conflicts with Sect N. #2 on pg 27 which states "contractor shall be required to furnish the following..." "WASTE COLLECTORS (44 gallon Rubbermaid Brute)" Please clarify.</p>	<p>The Contractor will be required to provide equipment for Division 2 staff including barrels. OCC will provide any barrels need by the Division 3 staff.</p>
<p>19. How many square feet of asbestos flooring is there in the building?</p>	<p>There is only a small amount of asbestos floor tile remaining in the Capitol. The areas containing suspected asbestos floor tile are under Division 3 responsibility, which is 180 square feet located in the basement Carpenter shop Break room and 916 square feet located in the 3rd floor walk-up Northeast. Division 2 areas of responsibility are free of asbestos containing floor tile.</p>
<p>20. On pg 31, #5 refers to Division 2 – Regular Cleaning; vacuuming with an upright beater bar equipped vacuum. However in the tour Perry stated vacuuming was done with a back pack vacuum and occasionally a tubro brush on the wool carpets. Can you clarify?</p>	<p>Upright beater vacuums can be used on carpeting in Division 2 adaptive use spaces, which has standard commercial carpeting. Only in Preservation space, which Division 3 is responsible for, is there a limitation on vacuuming due to material used (wool).</p>
<p>21. On pg 35 Sect V. the instructions state: "Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals. Can you clarify what you're looking for?"</p>	<p>Bidder should identify and respond to each subdivision identified in Section IV PROJECT DESCRIPTION AND SCOPE OF WORK. The bidder's response for each subdivision should be based on how bidder will perform the requirements outlined in each subdivision. Also bidder's proposal response must consist of the subsections identified in Section V, 4, a through h.</p>

QUESTIONS	ANSWERS
<p>22. On pg 37, Sect G requires: bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below”: Does this requirement refer to State contracts or all or the bidders lost business for the past five (5) years?</p>	<p>All such instances must be described per Section V. Item A.3.f., and not just State contracts.</p>
<p>23. Are there parking options for both day and evening employees or do we need to budget parking costs?</p>	<p>There are several parking options for day and evening employees. Most day parking near the Capitol is a 1 or 2 hour limit during the business day. Obtaining a parking permit for the south parking lot from the State Building Division would be an option. The monthly cost of a permit is \$24.00 and is paid to the State Building Division. The evening shift can easily find on-street parking around the Capitol and no permit is required.</p>
<p>24. What are the expectations for the dayporter uniform?</p>	<p>The contract requirements for the dayporter/daymatron uniform are stated in Section IV,V,1 (pg. 33) The day matron shall wear a clean uniform identifying the name of the employer and present a professional image. A security access/I.D. card will be provided to the contractor and must be worn at all times. For example; the uniform may be a button type shirt or a T-shirt.</p>
<p>25. What are the dimensions needed for trash liners?</p>	<p>Liner sizes currently used are: small 24 x 24, medium 36 x 38, and large 40 x 48. Division 2 will supply liners for Division 2 employees and Division 3 will supply liners for Division 3 employees.</p>
<p>26. Is there a bid bond needed?</p>	<p>The RFP does not require a bid bond.</p>

QUESTIONS	ANSWERS
<p>27. What are the minimum standards for the Green Cleaning program?</p>	<p>The minimum program standards are defined in Section IV,R Green Cleaning Program (pg.29)</p> <p>GREEN CLEANING PROGRAM Approach to the management of environmentally sustainable aspects; the contractor shall implement a Green Cleaning program and furnish all necessary materials, equipment and supplies to satisfactorily execute the custodial services described herein. The contractor shall make careful selection of janitorial cleaning products and equipment to, use products that are packaged ecologically, and considered environmentally beneficial and/or bio-based and/or recycled products that are phosphate free, non-corrosive, non-flammable and fully biodegradable and meet the GS-42 requirements. Use concentrated chemicals, with effective dispensing systems to minimize chemical exposure to custodians and other building occupants. Dispensers are also an effective tool to ensure proper dilution, ensuring consistent performance, prevent waste and saves money. Minimize the use of harsh chemicals and the release of irritating fumes. Discourage the unnecessary use of anti-microbial containing soaps, except in certain applications such as food service. For general purpose, bathroom and glass cleaners, the products must meet Green Seal GS-37 standards. Products not covered by GS-37 must conform to the California Code of Regulations maximum allowable VOC levels. Refer to the following website for references purposes, www.greenseal.org. If a bidder holds any type of certifications relating to Green Cleaning, state as such in the Corporate Overview section. If the organization, or any party named in the bidder's proposal response has obtained green certifications and training, the bidder shall identify the information available to identify such certifications. If no such certifications exist, so declare.</p> <p>Selection of Paper Products</p> <p>The contractor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content. Toilet paper shall be 2 Ply Gen Pack 500 Toilet Paper Toilet Tissue, 500 Sheets per Roll, 96 Rolls per Case or equivalent. All restrooms have cloth roll towel dispensers and cloth towels which are provided by the State. Towels are serviced/changed by the contractor.</p> <p>Equipment</p> <p>Vacuum cleaners meet the requirements of the CRI Green Label Program and are capable of capturing 96% of particulates .3 microns in size and operate with a sound level less than 70db.</p> <p>Power and maintenance equipment that operate at 70db or less.</p> <p>Active micro fiber technology used to reduce cleaning chemicals.</p> <p>Ergonomically designed power equipment.</p> <p>Equipment has rubber bumpers.</p> <p>Procedures and Training</p> <p>All custodial staff are to be trained on Green Cleaning products, procedures and equipment, both initially for new staff and ongoing for existing staff.</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 3931Z1	March 13, 2012
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 25, 2012 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 3931Z1 for the purpose of selecting a qualified contractor to provide Capitol Custodial Preservation Services..

Written questions are due no later than March 27, 2012, 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 Walk-Through with mandatory attendance will be held on Tuesday, April 3, 2012 at 9:00 a.m. CST at the Nebraska State Capitol in Hearing Room 1510. In order to be eligible to bid on this RFP, the bidder shall acquire a set of contract drawings at the Pre-Proposal Conference and return drawings in their bid response. In order to assure the plans are returned to the Office of the Capitol Commission (OCC), a monetary deposit of \$100.00 in the form of a cashier's check made out to the "State of Nebraska" is required to obtain the contract drawings.

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: _____

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GLOSSARY OF TERMS

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

Addendum: Something added or 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 3931Z1 for the purpose of selecting a qualified contractor to provide Capitol Custodial Preservation Services..

A contract resulting from this Request for Proposal will be issued for a period of one (1) year effective July 1, 2012 through June 30, 2013, 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	March 13, 2012
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	March 27, 2012
3.	Last day to submit written questions	March 27, 2012
4.	Mandatory Pre-Proposal Conference and Walk Through Location: Nebraska State Capitol Building Hearing Room 1510 Lincoln, NE 68508	April 3, 2012 9:00 AM Central Time
5.	Last day to submit written questions after Pre-Proposal Conference	April 4, 2012
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	April 11, 2012
7.	Last day to submit "Letter of Intent To Bid"	April 18, 2012
8.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	April 25, 2012 2:00 PM Central Time
9.	Review for conformance of mandatory requirements	April 25, 2012
10.	Evaluation period	April 26, 2012 through May 9, 2012
11.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
12.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	May 10, 2012
13.	Contract award	May 31, 2012
14.	Contractor start date	July 1, 2012

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 Capitol Custodial Preservation 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. NOTIFICATION OF INTENT TO BID

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form C) 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.

It is preferred that Form C, Notification of Intent To Bid, be sent via e-mail to matpurch.dasmat@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid 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 after the date shown in the Schedule of Events.

E. 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 3931Z1; Capitol Custodial Preservation 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 3931Z1; Capitol Custodial Preservation 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.

F. PRE-PROPOSAL CONFERENCE

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

In order to be eligible to bid on this RFP, the bidder shall acquire a set of contract drawings at the Pre-Proposal Conference and return drawings in their bid response. In order to assure the plans are returned to the Office of the Capitol Commission (OCC), a monetary deposit of \$100.00 is required to obtain the contract drawings.

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.

G. 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.

H. 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.

I. 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.

J. 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).

K. 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.

L. 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
 - a. Proposed sustainable activities in Green Cleaning Program;
 - b. Customer satisfaction survey program
 - c. Enclose Capitol Floor Plans distributed at the pre-proposal walk-through.
4. Cost Proposal. (Form D)

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.

M. 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.

N. 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
 - a. Proposed sustainable activities in Green Cleaning Program;
 - b. Customer satisfaction survey program
 - c. Enclose numbered set of Capitol Floor Plans distributed at the pre-proposal walk-through.
5. Cost Proposal. (Form D)

O. 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.

P. 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.

Q. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

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

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

A. GENERAL

Accept
& Initial

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

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

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

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

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

B. AWARD

Accept
& Initial

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

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

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

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

Grievance and protest procedure is available on the Internet at:

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

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

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

Accept
& Initial

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

D. PERMITS, REGULATIONS, LAWS

Accept
& Initial

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

E. OWNERSHIP OF INFORMATION AND DATA

Accept
& Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to 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. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the 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.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

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

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

4. EVIDENCE OF COVERAGE

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

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

G. COOPERATION WITH OTHER CONTRACTORS

Accept
& Initial

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

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

H. INDEPENDENT CONTRACTOR

Accept
& Initial

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

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

I. CONTRACTOR RESPONSIBILITY

Accept
& Initial

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's

proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

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

J. CONTRACTOR PERSONNEL

Accept
& Initial

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

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

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

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

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by 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

Accept
& Initial

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

U. ADVERTISING

Accept
& Initial

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

V. STATE PROPERTY

Accept
& Initial

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

W. SITE RULES AND REGULATIONS

Accept
& Initial

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

X. NOTIFICATION

Accept
& Initial

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

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

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

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

Y. EARLY TERMINATION

The contract may be terminated as follows:

Accept
& Initial

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

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

Accept
& Initial

AA. BREACH BY CONTRACTOR

Accept
& Initial

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

BB. ASSURANCES BEFORE BREACH

Accept
& Initial

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

CC. PENALTY

Accept
& Initial

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

DD. FORCE MAJEURE

Accept
& Initial

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

EE. PROHIBITION AGAINST ADVANCE PAYMENT

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.nebraska.gov/standards/accessibility/accessibility_standards.pdf and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

UU. ANTITRUST

Accept
& Initial

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with 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

A. ADMONITION TO CONTRACTORS

The United States, Department of Interior has recognized the Nebraska State Capitol as a Registered National Historic Landmark and as such possesses exceptional architectural, historic, and cultural value for our nation. Original building and site finishes, details, and furnishings are of the highest quality available, both in material and craftsmanship. It's the mission of the Office of the Capitol Commission (OCC) to ensure that all contracts for construction, maintenance and services in the Capitol are performed to a standard at least equal to the original construction. The services to be performed, the specifications, the time and place of performance and any other special items and conditions applicable to the request for proposal are set forth below and in the attached specifications.

B. PROJECT OVERVIEW

The contractor shall provide management, supervision, required labor and plan, schedule, coordinate and ensure effective completion of all work and services specified in this contract. Therefore, all work will be performed in a professional manner and in the best interests of maintaining a clean presentable building, as well as preserving a Registered National Historic Landmark while striving to improve environmental sustainability and human health conditions. The specification statements are the MINIMUM levels of work and services required in the contracted areas covered under this agreement.

C. PROJECT ENVIRONMENT

This contract is divided into two (2) distinct work areas; General Performance Areas and Preservation Space Areas: Floor plans defining these areas will be distributed at the mandatory pre-bid walk through meeting (See next section, Contract Drawings for requirements). The General Performance areas are primarily office space also described as adaptive reuse space. Division 2 (D-2) is responsible for the cleaning and oversight/supervision of these adaptive reuse areas. Preservation Space areas are cleaned with a mixture of state staff and contract staff. Division 3 (D-3) is responsible for the cleaning and oversight of these preservation space areas. All oversight/supervision of these areas is managed by state supervision.

The training and quality of workmanship is extremely critical of all employees assigned to the State Capitol. The owner will provide training that is specific to the preservation space in terms of floor care and maintenance and proper maintenance of all surfaces. In the best interest of the Capitol Preservation Program, it is extremely important to have minimal turn-over of employees. If the owner determines the turn-over rate is excessive and additional employees need to be trained, the State reserves the right to bill the contractor at a rate of \$ 50.00/hour for additional training by State staff.

D. CONTRACT DRAWINGS

For security reasons the contract drawings of the Capitol are not accessible on the internet in the RFP. Therefore the plans will be available to interested bidders that attend the mandatory pre-bid walkthrough. In order to be eligible to bid on this RFP, the bidder shall acquire a set of contract drawings and return drawings in their bid response. In order to assure the plans are returned to the Office of the Capitol Commission (OCC), a monetary deposit of \$100.00 is required to obtain the contract drawings. The deposit shall be in the form of a cashier's check made out to the "State of Nebraska". Each plan set will be copyrighted, numbered and recorded to whom it was assigned. After the walk-through if a bidder decides not to submit a bid, OCC still requires the plans to be returned. Each plan set returned, will then have the cashier's check returned. The original numbered contract drawings (Capitol floor plans)

assigned to each Bidder at the mandatory pre-bid walkthrough shall be included in their bid proposal response. Failure to comply shall be grounds for forfeiture of the check as liquidated damages and rejection of proposal.

E. TECHNICAL REQUIREMENTS

NOTE: ASSEMBLE AND SUBMIT ALL PROPOSALS WITH THIS NOTE CLEARLY UNDERSTOOD. The following frequencies for cleaning tasks have been established from past experience in maintaining this building. Meeting the expectations and requirements outlined below will be monitored and inspected daily. Not adhering to the task frequencies will be grounds for termination of this contract. 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 Capitol Manager.

F. CUSTOMER SATISFACTION SURVEY MEASUREMENT

The contractor shall develop and implement a process of measurement in the area of customer satisfaction. A customer satisfaction survey shall have the minimum categories of; Excellent, Good, Fair, and Poor. Final survey content shall be approved by the owner and shall be randomly distributed to a minimum of 120 employees per year throughout the Capitol by the Contractor. The survey results shall then be compiled by the contractor and made available to the owner on a monthly basis. The contractor has the option to perform on-line surveys to the employees of the Capitol and share the results with the owner. In response to this Request for Proposal, the bidder must provide copies of similar survey results from at least two other accounts they regularly clean of a facility approximately 100,000 square feet or greater.

The minimum Division 2 workforce hours specified in this contract are based on the owner's experience in maintaining minimum acceptable levels of cleanliness in adaptive reuse areas. If the contractor demonstrates quality work meeting or exceeding the standards specified herein, an application to the owner for a reduction in minimum hours may be considered. The contractor must maintain a ninety (90) percent customer satisfaction rating of good or better for at least six months to be considered for a Division 2 workforce hour reduction. If the contractor maintains a uniform high level of cleanliness throughout the building and meets or exceeds the customer satisfaction requirements, the owner will not expect a reduction in charges for Division 2. The provision of hour reduction does not apply to Division 3 workforce hours for preservation areas of the Capitol.

G. DAYS AND HOURS OF WORK

Days and Hours the Capitol is open to the Public

Monday - Friday: 8 a.m. to 5 p.m.

Saturday/Holidays: 10 a.m. to 5 p.m.

Sunday: 1 to 5 p.m.

Tours Available on the Hour (Except at Noon)

Open every day except Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and New Year's Day.

Cleaning services specified in Division 2 and Division 3 shall be provided five (5) days a week Monday through Friday (excluding State Holidays). All work with the exception of the D-3 Matron shall be accomplished between the hours of 4:15 p.m. and 1:30 a.m.

A MINIMUM of Forty (40) workforce hours per night is required to meet the cleaning standards outlined in Division 2 General Performance Requirements. This does include the hours of the Division 2 working supervisor.

A MINIMUM of Thirty Two (32) workforce hours, Twenty Four (24) workforce hours per night and Eight (8) workforce hours per day are required to meet the cleaning standards outlined in Division 3 Specific Preservation Space Performance Requirements.

Due to the restroom requirements, we request the Division 3 day matron position be filled by a female to be the most efficient in our operations.

With the large amount of hard surface floor, we require at least one person on Division 3 evening shift to have a minimum of 5 years' experience in hard surface floor care. Submit resume as defined in Section V, A, I (Summary of Bidder's Proposed Personnel/Management Approach)

Daytime services shall be provided five (5) days a week Monday through Friday. All work shall be accomplished between the hours of 8:00 a.m. and 5:00 p.m. The scheduled duties are listed in Division 3, Day Time Route.

A representative of the contractor shall be available during daytime hours to meet with a designated Office of the Capitol Commission representative to discuss contract performance or other issues needing attention.

H. EMPLOYEES AND SUPERVISION

The contractor shall employ only trained qualified people, as he/she deems necessary to perform the work, and they shall remain his employees subject to his/her direction at all times. However, the Contractor shall require his/her employees to comply with instructions that pertain to conduct and building regulations. The contractor shall have a responsible, capable supervisor in the building at all times while their employees are on duty. The State Capitol Building has several confidential areas that require daytime cleaning. These areas will be identified by the building manager. The State shall make sole approval of employees scheduled to work in these confidential areas within the building. The contractor shall provide the State with the names of all his/her employees who will be performing work under this contract and provide them with proper identification so that they may be identified at the time of entry into the building and during all working hours. The State reserves the right to approve or disapprove any of the Contractor's employees assigned to the building. Under no circumstances will the Contractor's employees be allowed to use the phones, copiers or other office machines in any office area.

All employees assigned or having access to the Nebraska State Capitol must request a Criminal History Report in writing from the Criminal Identification Division (CID) at: Nebraska State Patrol, 3800 NW 12th Street-Suite A, Lincoln, NE 68521, (phone # 402-479-4971). The criminal history request form may be downloaded from www.statepatrol.nebraska.gov.

This report will be submitted to the Capitol Manager for review. After their review, the contractor will be notified in writing if the employee has clearance. This process should be started at least ten (10) working days prior to employee access. The cost of the report shall be paid by the Contractor or the employee. (This requirement also applies to employees called "Floaters"). The contractor shall maintain a pool of employees that have passed the Criminal History Check for use as replacement staff in the case of absences.

While each individual worker's background will be assessed with discretion and objectivity, some arrests and/or convictions for certain offenses will be grounds for immediate disqualification from the special access to the above facilities. Those offenses include, but are not limited to: Weapons offenses, acts of or threats of violence or bodily harm, theft, robbery, larceny, burglary, recent custodial arrests, active arrest warrants and/or recent controlled substance violations. All decisions regarding results of the background checks will be final. The Office of the Capitol Commission also reserves the right to alter or restrict access once it has been granted if new information is obtained that would support such changes. If a perspective employee does not pass the check, further explanation or details on an individual not granted access to a location must be obtained from the specific individual.

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 this agreement. The contractor or other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with the State, and shall not be considered employees of the State. All claims on behalf of any person arising out of employment or alleged employment (including without limits 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 limits, tenure rights, medical and hospital care, sick and vacation leave, severance pay and retirement benefits.

I. FACILITY SECURITY

The contractor must complete an Access Card Authorization Form and apply for a building access badge for each employee. The employee is to report to the State Patrol Capitol Security Office Room 1405 for photo and badge. The badge will not be activated without a criminal background check report. The badge is to be displayed on the employee in plain view at all times when in the Capitol. Under no circumstances are the contractor's employees to allow others access into the building. The contractor shall check the building for any visitors and escort them out of the building. Lost or stolen badges are to be reported to the Capitol Manager and/or NSP Capitol Security immediately. The Contractor is responsible for obtaining a replacement access badge: Replacement fee is \$15.00. Replacement badges can be obtained at the NSP Capitol Security Office Room 1405.

J. TRASH AND RECYCLING COLLECTION

Trash pickup and Recycling barrels will be provided by the OCC for Division 3. Division 2 shall provide an adequate number of 44 gallon Rubbermaid Brute containers on dollies for their trash collection. The OCC will provide trash/garbage dumpsters which are located in the basement near the south dock. All trash shall be collected throughout the building and dumped into the dumpsters each night. This area shall be swept on a daily basis. Division 3 staff is responsible for recycling collection throughout the Capitol. The majority of collection is accomplished on the day routes.

K. LOST AND FOUND

The Contractor shall insure that all articles found by his/her employees while performing duties under this contract are turned into the Nebraska State Patrol Capitol Security office Room 1405.

L. DAMAGED AND BROKEN ITEMS

Any articles broken or damaged during cleaning operations shall be reported to the Capitol Manager. The Contractor shall then be directed to repair or replace the broken or damage article (s) at the contractor's expense. This includes personal items as well as state owned property, such as office furnishings, accessories, building details, and finishes i.e. walls, floors (carpet), doors, door locks, keys, etc.

NOTE: The Nebraska State Capitol is a historic building of national importance. Extreme care must be exercised in the cleaning or handling of the many office furnishings, building details and finishes that are original to the Capitol. If any items should be damaged by the Contractor, the Office of the Capitol Commission will establish the value of the item and the cost of repairing or replacing the damaged item. Such amount shall be reimbursed by the contractor.

M. 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 interior window washing. Interior window washing shall be completed on an annual basis scheduled with the Capitol manager. (Exterior window washing is not part of this contract.)

N. SUPPLIES AND EQUIPMENT

Movement of all supplies and equipment from the receiving area (basement south dock) will be the contractor's responsibility. The Contractor shall be required to furnish the following equipment and supplies. This should be viewed as a MINIMUM requirement.

1. WINDOW CLEANER
2. WASTE COLLECTORS (44 gallon Rubbermaid Brute)
3. DUST MOPS (no treated or oiled mops)
4. MICRO-FIBER TOWELS, RAGS, ETC.
5. SANITARY NAPKINS,
6. WET MOPS
7. TOILET PAPER - 2 Ply Gen Pack Toilet Paper Toilet Tissue, 500 Sheets per Roll, 96 Rolls per Case
8. NEAT SEATS (Sanitor neat seat # 3350 dispenser)
9. SANISACS
10. BROOMS
11. GERMICIDAL CLEANERS
12. VACUUM CLEANERS (both upright w/beater bar & tank style)
13. ENZYME URINAL BLOCK
14. BOWL CLEANERS
15. FRAGRANCE CASSETTES are Rubbermaid. Dispenser #4EU59
16. MOP-BUCKETS
17. TRASH LINERS (20% recycled 100% post-consumer waste)
18. RECYCLING LINERS 20% recycled, 100% post-consumer waste a different color than the trash liners

NOTE: All cleaning equipment, cleaners, waxes, etc., must be approved by the Office of the Capitol Commission prior to use. After contract award the Contractor must furnish a list of all manufacturers' products to be used under this contract for Office of the Capitol Commission approval. Material safety data sheets (MSDS) must also be submitted after the contract is awarded and prior to the work beginning.

The State will furnish two (2) battery powered auto-scrubbers for use by the contractor. The machines are Tennant Model 5400 purchased new in 2001. The contractor will be responsible for nightly maintenance/cleaning of the machines. Repairs and batteries will be replaced by the Office of the Capitol Commission on an as needed basis.

The current sanitary napkin dispensers will become the responsibility of the contractor. However, they will remain the property of the State of Nebraska. All filling, collection and repair services will be the contractor's responsibility. The revenue obtained from the sales shall remain with the contractor. Any changes made to the existing dispensers will be at the approval of the Office of the Capitol Commission Capitol Manager. And, any changes made will remain with the Capitol at the conclusion of this contract.

O. ESTIMATED QUANTITIES

All estimates are an approximation of annual usage. Other supply/chemical quantities are not available for the State Capitol. Bidder will be responsible for preparing the proposals based on their estimates.

1. 240 cases of 2 Ply Gen Pack Toilet Paper Toilet Tissue, 500 Sheets per Roll, 96 Rolls per Case
2. 200 fragrance cassettes
3. 24 cases of 24 pack Urin-ade Urinal Blocks # 102802 Morning Fresh Scent
4. 25 cases of neat seats
5. 24 cases of hand soap
6. 80 cases of liners of various sizes

P. ENTRYWAY MATS

The Contractor shall supply new mats as shown in the schedule below:

#118 NoTrax/ArrowTrax or "Heritage " rib mat as manufactured by Superior Manufacturing Group, Inc., 5655 W. 73rd , Chicago, IL 60638. Mats shall be new rubber backed and edged, fiber faced pile (color selected by Office of the Capitol Commission) walk off mats shall be furnished and maintained by the contractor year round. Duplicate sets of mats shall be rotated at least monthly, or more frequently when wet or inclement weather dictates. Between monthly rotations, the mat shall be extracted nightly either by vacuuming or wet extraction. At the end of the contract period the mats become the property of the Office of the Capitol Commission. The following entrances shall be matted with the number and size of mats as indicated:

1. First floor
 - a. North - Heritage 1 - 3' x 11'- 6" 1 - 6' x 13'- 6" 1 - 6' x 12'
 - b. East - NoTrax 3 - 6' x 14'
 - c. South - NoTrax 2 - 6' x 14' and 2 - 6' x 7'
 - d. West - NoTrax 3 - 6' x 14'
2. Second floor
 - a. North - Heritage - 3' x 6'

Q. BUILDING QUANTITIES

Number of people - approximately 1000 (60% male, 40% female)

Number of restrooms - 39 containing approximately 253 cleanable fixtures.

Restroom Soap Dispensers are 40oz in Men's and 60oz in Women's restrooms

Congestion - average to heavy

Stair wells -10 (9 from basement up. 1- tower stair well from 3rd to 14th floors)

Elevators - 6

Cleanable Square Footage - approximately 260,000
Approximately 60% carpet
Approximately 40% hard surface

R. GREEN CLEANING PROGRAM

Approach to the management of environmentally sustainable aspects; the contractor shall implement a Green Cleaning program and furnish all necessary materials, equipment and supplies to satisfactorily execute the custodial services described herein. The contractor shall make careful selection of janitorial cleaning products and equipment to, use products that are packaged ecologically, and considered environmentally beneficial and/or bio-based and/or recycled products that are phosphate free, non-corrosive, non-flammable and fully biodegradable and meet the GS-42 requirements. Use concentrated chemicals, with effective dispensing systems to minimize chemical exposure to custodians and other building occupants. Dispensers are also an effective tool to ensure proper dilution, ensuring consistent performance, prevent waste and saves money. Minimize the use of harsh chemicals and the release of irritating fumes. Discourage the unnecessary use of anti-microbial containing soaps, except in certain applications such as food service. For general purpose, bathroom and glass cleaners, the products must meet Green Seal GS-37 standards. Products not covered by GS-37 must conform to the California Code of Regulations maximum allowable VOC levels. Refer to the following website for references purposes, www.greenseal.org. If a bidder holds any type of certifications relating to Green Cleaning, state as such in the Corporate Overview section. If the organization, or any party named in the bidder's proposal response has obtained green certifications and training, the bidder shall identify the information available to identify such certifications. If no such certifications exist, so declare.

Selection of Paper Products

The contractor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content. Toilet paper shall be 2 Ply Gen Pack 500 Toilet Paper Toilet Tissue, 500 Sheets per Roll, 96 Rolls per Case or equivalent. All restrooms have cloth roll towel dispensers and cloth towels which are provided by the State. Towels are serviced/changed by the contractor.

Equipment

Vacuum cleaners meet the requirements of the CRI Green Label Program and are capable of capturing 96% of particulates .3 microns in size and operate with a sound level less than 70db. Power and maintenance equipment that operate at 70db or less. Active micro fiber technology used to reduce cleaning chemicals. Ergonomically designed power equipment. Equipment has rubber bumpers.

Procedures and Training

All custodial staff are to be trained on Green Cleaning products, procedures and equipment, both initially for new staff and ongoing for existing staff.

S. SPECIFIC AREA REQUIREMENTS

Areas not to be included in the contract are all mechanical and electrical rooms and all locked storage rooms located in the lower level through the upper floors and the Capitol Gift Shop is maintained by the lessee and the day matron. Specifics may be obtained from the designated building representative. See Capitol floor plans for additional clarification of Division 2 and Division 3 responsibilities.

The following preservation and non-preservation spaces are to be cleaned under Division 3 of this contract:

1. Tower floors M1, M2, M3, 4, 5 and areas above 14th floor
2. Restrooms and elevator vestibules on tower floors 6 through 13
3. Vending Room Rm.1424
4. Copy Center Rm. 1421
5. Communications/Security Room 1405 and 1411
6. Cafeteria, Rms. 1418 and 1422
- 7.

T. ENERGY CONSERVATION

Energy conservation shall be practiced and lights in unoccupied areas turned off.

U. DIVISION 2 - CUSTODIAL PERFORMANCE REQUIREMENTS

MINIMUM HOURS FOR CUSTODIAL PERFORMANCE REQUIREMENTS FOR DIVISION 2
A Minimum of Forty (40) workforce hours per night is required to meet the cleaning standards outlined in Division 2 General Performance Requirements. This does include the hours of the Division 2 working supervisor.

NOTE: Proposals that include workforce less than this amount will not be considered. Please refer to Outline of Work concerning any hours worked.

1. DIVISION 2 - WORK SCHEDULE

THE CUSTODIAL PERFORMANCE REQUIREMENTS attached as part of this contract, are the tasks and frequencies of work to be performed by the contractor under this contract. The detailed specifications set forth prescribe the performance expectations of the contract.

IT IS UNDERSTOOD that all possible contingencies cannot be itemized and scheduled. Extra seasonal traffic and inclement weather can change the frequencies of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interests of maintaining a clean, presentable building while striving to improve environmental sustainability and human health conditions.

IT IS IMPERATIVE that the Contractor's employees understand the importance of proper cleaning techniques and working in context with the historic furnishings and finishes found throughout the Nebraska State Capitol. Furniture of exceptional quality, purchased for the Capitol in the early 1930s, remains in perpetual service. Likewise, building finishes, i.e., walnut doors and trim, marble floors, and wainscots, decorative hardware, chenille rugs, artwork, etc., are to be cared for in a conscientious manner that also insures their perpetual care and use. To prevent stone floor wear and excessive stripping of floor finish, the Contractor will be required to closely monitor erosion of the floor finish, especially at entrances, office doorways and on stair treads.

2. DIVISION 2 - GENERAL DUTIES AND RESPONSIBILITIES

Keep janitorial closets clean and organized at all times, vacuum cleaners clean and bags dumped daily and all other equipment clean. (Trash carts should be cleaned once a week.)

Report all problems with equipment, broken windows, damaged furniture, bare wires, uncovered electrical outlets and switches, all leaks, spills or stains to supervisory staff

immediately. Also report problems observed in unassigned areas including hallways, doors and restrooms.

Safe working operations must be practiced due to others working or touring through the building. The visiting public and employees of the Capitol are exposed to the custodial work on a regular basis and must be treated courteously. The work and its methods will be checked daily. Non-scheduled duties may be assigned nightly or as directed by supervisory staff.

The Governor, Lt. Governor, Judges, and other elected officials and/or their staffs may be present while these services are being provided therefore, the contractor's employees must be courteous and conscientious of these individuals at all times.

3. DIVISION 2 - CLEANING SCHEDULE

Proper cleaning of these areas is essential due to the highly visible nature of the areas. This involves two different types of cleaning:

Detail cleaning - Thoroughly cleaning all parts of a room.

Regular cleaning - The daily cleaning that will happen on each nightly shift.

4. DIVISION 2 - DETAIL CLEANING

As one enters a room, clean counterclockwise (to the left), from the outside perimeter to its center; dust with wand or cloth, all surfaces starting at the top and dusting down to the floor. (This would include ledges, moldings, walls, desks, chairs, tables, file cabinets, windows and blinds.) Dust mop hard surface floors and then damp mop with an approved neutral cleaner.

Vacuum all carpets using a backpack vacuum for the detail and edging along walls, desks, under tables and desks, and all tight places and an upright vacuum for the rest. Be sure to move all chairs away from walls and tables when mopping and/or vacuuming.

5. DIVISION 2 - REGULAR CLEANING

Dust and vacuum as needed.

Dust mop hard surface floors and damp mop as needed. A beater brush (upright) vacuum will be used for daily regular cleaning.

6. DIVISION 2 - DETAIL CLEANING OF RESTROOMS

Wipe down all walls and stalls, working around the room in counterclockwise pattern.

With a toilet brush and a disinfectant, clean inside and outside of toilet bowl, being sure to clean under the rim and the urinals.

Damp mop floors, being sure to scrub the floor around the toilets and urinals.

Wipe clean all fixtures and hardware with a disinfectant cleaner.

Clean the mirrors.

7. DIVISION 2 - REGULAR CLEANING OF RESTROOMS

Completely clean toilets and urinals using bowl cleaner and brush.

Wipe down sinks with disinfectant.

Damp mop floor as needed.

8. DIVISION 2 - NIGHTLY DUTIES ON MONDAY, WEDNESDAY, AND FRIDAY SHALL INCLUDE THE FOLLOWING:

Empty all waste receptacles, damp wipe and change liners as needed.

Remove trash from building to proper bins located in the south dock area. If the word "TRASH" is not written on boxes or items sitting next to or on top of trash cans or in "designated trash areas" then do not to take it down to the trash dumpster. Do not to remove items from the building and take it home even if it appears to be of no value to the occupant or is designated as "TRASH."

Flatten all cardboard boxes before putting them in the cardboard recycling container. Spot clean all door and partition glass, glass topped desks and tables to remove smudges and finger prints. (Cleaner shall be applied to cloth then applied to window and tables). Under no circumstances is cleaner to be sprayed directly on to glass. Dust all horizontal surfaces, files, table tops, chairs, coat racks, door frames, window sills etc... With a dust cloth and approved cleaning agent, excluding desk tops. Clean all sinks in sink closets and assigned slop sinks.

- 9. DIVISION 2 - NIGHTLY DUTIES ON TUESDAY, AND THURSDAY SHALL INCLUDE THE FOLLOWING:**
Dust mop all hard surface floors in assigned contractual areas
Damp mop all hard surface floors to remove all spillage and trackage.
Empty elevator vestibule waste receptacles, damp wipe and change liners as needed.
Dust all horizontal surfaces, files, table tops, chairs, coat racks, door frames, window sills etc... With a dust cloth and approved cleaning agent, excluding desk tops.
Vacuum traffic areas, spills, etc. As needed.
All sinks in sink closets and assigned slop sinks.
- 10. DIVISION 2 - RESTROOMS WILL RECEIVE THE FOLLOWING CLEANING EACH NIGHT:**
Empty all waste receptacles, damp wipe and change liners as needed.
Clean and service all restroom dispensers.
Thoroughly clean all fixtures and surfaces with an approved germicidal cleaner.
Spot clean walls, doors, shelves and partitions with an approved germicidal cleaner.
Sweep and thoroughly wet mop all floor areas with an approved cleaner.
- 11. DIVISION 2 - WEEKLY (ONCE A WEEK) SERVICES WILL INCLUDE THE FOLLOWING:**
Offices will be detail cleaned.
Thoroughly vacuum carpeting using an upright beater brush vacuum,
Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
Telephones shall be sanitized with an approved cleaner to remove ink stains, hand prints, etc.
Dust and clean chairs, walls, file cabinets, shelves, desk sides, etc., using caution not to disturb personal effects in the offices.
Clean all accessible window sills. (Report to the Office of the Capitol Commission when sills are not accessible).
All restrooms will be detail cleaned.
Spot clean all interior window glass up to 96" above floor.
Scrub waste and recycling receptacles on an as needed basis.
- 12. DIVISION 2 - MONTHLY SERVICES WILL INCLUDE THE FOLLOWING:**
Change fragrance cassettes.

13. **DIVISION 2 - QUARTERLY SERVICES WILL INCLUDE THE FOLLOWING:**
NONE
14. **DIVISION 2 - SEMI-ANNUAL SERVICES WILL INCLUDE THE FOLLOWING:**
NONE
15. **DIVISION 2 - ANNUAL SERVICES WILL INCLUDE THE FOLLOWING:**
Clean both sides of all interior glass up to 96" above floor (including transoms).
Clean the interior side of exterior windows up to 96" above the floor.

NOTES:

The Office of the Capitol Commission will be responsible for all exterior glass cleaning and interior glass above 96"; therefore it is not part of this contract.

A written notice reporting date of completion of all monthly, quarterly, semi-annual and annual cleaning must be mailed or hand delivered to the Capitol Manager. The contractor will be asked to visit the site with the Office of the Capitol Commission representatives to review the quality of services provided, on a periodic basis.

V. DIVISION 3 - SPECIFIC PRESERVATION SPACE PERFORMANCE REQUIREMENTS

MINIMUM HOURS FOR PRESERVATION SPACE REQUIREMENTS DIVISION 3

A MINIMUM of Thirty Two (32) workforce hours, Twenty Four (24) workforce hours per night and Eight (8) workforce hours per day are required to meet the cleaning standards outlined in Division 3 Specific Preservation Space Performance Requirements. Division 3 is a blended staff of contract employees and State employee supervision. Due to the restroom requirements, we request the day matron position be filled by a female to be the most efficient in our operations.

NOTE: Proposals that include workforce less than this amount will not be considered. Please refer to Outline of Work concerning any hours worked.

All tools, equipment, and materials to maintain Division 3 areas will be the responsibility of the Office of the Capitol Commission with the exception of paper products and urinal blocks. All hard surface floor maintenance is Division 3 responsibility. This includes auto-scrubbing, mopping, stripping, waxing burnishing etc.

All Carpet shampooing is the responsibility of Division 3 staff. All equipment and supplies related to carpet shampooing is the responsibility of the Office of the Capitol Commission.

1. DIVISION 3 - DAY ROUTE GENERAL NOTES:

Safe working operations must be practiced due to others working or touring through the building. The visiting public and employees of the Capitol are exposed to the custodial work on a regular basis and must be treated courteously. The work and its methods will be checked daily.

The day matron shall wear a clean uniform identifying the name of the employer and present a professional image. A security access/I.D. card will be provided to the contractor and must be worn at all times.

The matron is required to carry a cellular telephone provided and maintained by the state. The phone shall remain in the custodial office after each shift.

Non-scheduled duties may be assigned daily or as directed by the facilities manager.

All cardboard containers should be flattened before they are put in the cardboard recycling container.

2. DIVISION 3 - DAY CUSTODIAL DUTIES AND TIME SCHEDULE

Custodial duties for Day Matron

Shift hours are 8:00 am to 5:00 pm.

Check in with Custodial Leader to confirm attendance.

3. DIVISION 3 - NIGHT ROUTES:

Division 3 is a blended staff of contract employees and State employee supervision. We have in place a modified team cleaning schedule. Custodial employees on Division 3 will report to State Custodial Supervisor for daily job assignments. The duties will include restroom cleaning, vacuuming, trash removal, recyclable removal, dusting and general cleaning and any other custodial duties required by the occupants.

4. DIVISION 3 - GENERAL DUTIES AND RESPONSIBILITIES

Keep janitorial closets clean and organized at all times, vacuum cleaners clean and bags dumped daily and all other equipment clean. (Trash carts should be cleaned once a week.)

Report all problems with equipment, broken windows, damaged furniture, bare wires, uncovered electrical outlets and switches, all leaks, spills or stains to supervisory staff immediately. Also report problems observed in unassigned areas including hallways, doors and restrooms.

Safe working operations must be practiced do to others working or touring through the building. The visiting public and employees of the Capitol are exposed to the custodial work on a regular basis and must be treated courteously. The work and its methods will be checked daily. Non-scheduled duties may be assigned nightly or as directed by supervisory staff.

The Governor, Lt. Governor, Judges, and other elected officials and/or their staffs may be present while these services are being provided therefore, the contractor's employees must be courteous and conscientious of these individuals at all times.

5. DIVISION 3 - CLEANING SCHEDULE

Proper cleaning of these areas is essential due to the highly visible nature of the areas.

This involves two different types of cleaning:

Detail cleaning - Thoroughly clean all parts of a room.

Regular cleaning - The daily cleaning that will happen on each nightly shift.

6. DIVISION 3 - DETAIL CLEANING

As one enters a room, clean counterclockwise (to the left), from the outside perimeter to its center; dust with wand or cloth, all surfaces starting at the top and dusting down to the floor. (This would include ledges, moldings, walls, desks, chairs, tables, file cabinets, windows and blinds.)

Dust mop hard surface floors and then damp mop with an approved neutral cleaner.

Vacuum all carpets using a backpack vacuum for the detail and edging along walls, desks, under tables and desks, and all tight places and an upright vacuum for the rest.

Be sure to move all chairs away from walls and tables when mopping and/or vacuuming.

7. DIVISION 3 - REGULAR CLEANING

Dust and vacuum as needed.

Dust mop hard surface floors and damp mop as needed. NOTE: Due to the historic nature of some of the rugs and carpets, daily vacuuming will be done with a backpack vacuum. DO NOT use a beater brush vacuum except for detail cleaning. The rooms that this will include are: 2318, 2312, 2310B, 2230, and 2503(East Chamber), 2502 (West Chamber), 2204, 2202 and 2200. All other rooms and areas a beater brush (upright) vacuum can and will be used for daily regular cleaning.

8. DIVISION 3 - DETAIL CLEANING OF RESTROOMS

Wipe down all walls and stalls, working around the room in counterclockwise pattern.

With a toilet brush and a disinfectant, clean inside and outside of toilet bowl, being sure to clean under the rim and the urinals.

Damp mop floors, be sure to scrub the floor around the toilets and urinals.

Wipe clean all fixtures and hardware with an approved disinfectant cleaner.

Clean the mirrors.

9. DIVISION 3 - REGULAR CLEANING OF RESTROOMS

Completely clean toilets and urinals using approved bowl cleaner and brush.

Wipe down sinks with disinfectant.

Damp mop floors as needed.

NOTES:

Preservation spaces and suites of offices contain some of the most exotic finishes and furnishings found in the Capitol. Custodial services in these areas demand the greatest care. Review cleaning procedures regularly with custodial supervisory staff.

The State Patrol Capitol Security is in operations 24 hours a day, 7 days a week. Check with dispatchers prior to cleaning this area. The radio communication area has raised access flooring. Use only a damp mop in this area.

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;
 - a. Proposed sustainable activities in Green Cleaning Program;
 - b. Customer satisfaction survey program, and
 - c. Enclose numbered set of Capitol Floor Plans distributed at the pre-proposal walk-through.

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 five (5) 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 five (5) 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 five (5) years, so declare.

If at any time during the past five (5) 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.
 - f) approach to the management of environmentally sustainable aspects.
- 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;
- e. deliverables and due dates,
- f. proposed sustainable activities and certifications. The bidder must present a detailed description of its proposed approach to the management of the Project, including environmentally sustainable aspects of the approach. If the organization, or any party named in the bidder's proposal response has obtained green certifications and training, the bidder shall identify the information available to identify such certifications. If no such certifications exist, so declare.
- g. customer satisfaction survey program. The bidder must submit a sample copy of their customer satisfaction survey form and also actual survey results from two accounts of similar size of this contract and,
- h. Enclosed are the Capitol Floor Plans that were distributed at the Pre-proposal Walk-through

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.

Invoice amounts shall be billed on a monthly schedule. Invoices shall be in 12 equal dollar amounts totaling the annual contract amount. Invoices will be accepted and processed only after the service is completed.

CONTRACT DRAWINGS

For security reasons the contract drawings of the Capitol are not accessible on the internet in the RFP. Therefore the plans will be available to interested bidders that attend the mandatory pre-bid walk-through. In order to be eligible to bid on this RFP, the bidder shall acquire a set of contract drawings and return drawings in their bid response. In order to assure the plans are returned to the Office of the Capitol Commission (OCC), a monetary deposit of \$100.00 is required to obtain the contract drawings. The deposit shall be in the form of a cashier's check made out to the "State of Nebraska". Each plan set will be copyrighted, numbered and recorded to whom it was assigned. After the walk-through if a bidder decides not to submit a bid, OCC still requires the plans to be returned. Each plan set returned, will then have the cashier's check returned. The original numbered contract drawings (Capitol floor plans) assigned to each Bidder at the mandatory pre-bid walkthrough shall be included in their bid proposal response.

**Form A
Bidder Contact Sheet**

Request for Information Number 3931Z1

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 Information Number 3931Z1

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.

Form C
Notification of Intent to Bid

Request for Proposal Number 3931Z1

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

The "Notification of Intent to Bid" 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.

Form D Cost Proposal

Request for Information Number 3931

Bidder 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 July 1, 2012 through June 30, 2013.

Bidder 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:

Division 2 Custodial Performance Requirements			
Base Cost for Custodial Services of Nightly Duties and Scheduled Duties Division 2	Monthly	x 12 =	Annual
Year One (1) Initial Year	\$	x 12 =	\$
Year Two (2) First Renewal	\$	x 12 =	\$
Year Three (3) Second Renewal	\$	x 12 =	\$
Year Four (4) Third Renewal	\$	x 12 =	\$
Year Five (5) Forth Renewal	\$	x 12 =	\$

Division 3 Custodial Performance Requirements			
Base Cost for Custodial Services of Nightly Duties and Scheduled Duties Division 3	Monthly	x 12 =	Annual
Year One (1) Initial Year	\$	x 12 =	\$
Year Two (2) First Renewal	\$	x 12 =	\$
Year Three (3) Second Renewal	\$	x 12 =	\$
Year Four (4) Third Renewal	\$	x 12 =	\$
Year Five (5) Forth Renewal	\$	x 12 =	\$

Unit Price Schedule					
Hourly pricing to be used for the purpose of adding special project cleaning as requested by the Capitol Manager or for deducting if minimum daily employee hour requirements are not met.	Year One (1)	Year Two (2)	Year Three (3)	Year Four (4)	Year Five (5)
Cost per employee hour	\$	\$	\$	\$	\$
Division 2 standard office cleaning cost per square foot to be used for the purpose of adding or deleting areas totaling 2,000 square feet or more.	Year One (1)	Year Two (2)	Year Three (3)	Year Four (4)	Year Five (5)
Cost per square foot	\$	\$	\$	\$	\$

Form E
Experience and References

Request for Information Number 3931Z1

A. Bidders shall have at least five (5) years' experience in regular cleaning of a building no less than 100,000 square feet, and shall include a list of not less than three (3) such buildings now being cleaned.

BUSINESS _____

BUILDING ADDRESS _____

NAME OF FACILITY MANAGER _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS: _____

BUSINESS _____

BUILDING ADDRESS _____

NAME OF FACILITY MANAGER _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS: _____

BUSINESS _____

BUILDING ADDRESS _____

NAME OF FACILITY MANAGER _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS: _____

Form F
Deposit For Capitol Contract Drawings

Request for Information Number 3931Z1

NAME (required): _____
REPRESENTING: _____
COMPANY: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: _____ EMAIL: _____
FAX: _____ ALTERNATE PHONE: _____

I understand that the Office of the Capitol Commission is providing a copy or copies of the following for bidding purposes:

NEBRASKA STATE CAPITOL CUSTODIAL PROGRAM FLOOR PLANS (PAGES 1- 10)
PLAN SET No. _____

Following these instructions:

DEPOSIT AMOUNT: \$ 100.00 IN THE FORM OF A CASHIER'S CHECK MADE OUT TO THE "STATE OF NEBRASKA"

in accordance with the following conditions:

The item(s) listed above are the copyright of the State of Nebraska, Office of the Nebraska Capitol Commission hereinafter referred to as OCC. By statute, the OCC is the agency charged as the caretaker of all aspects of preserving and maintaining the Nebraska State Capitol. In accordance with State and National Homeland Security procedures and regulations, all materials will be returned to the OCC; the bidder agrees that it, its employees and/or its agents, will not retain copies of the item(s) for any purpose, nor will they, its employees and/or its agents provide or allow to be provided copies or reproductions of the materials to any other person(s) and/or entity and/or organization. Violations of this agreement will be reported to the Nebraska Department of Justice, Office of the Attorney General for further investigation and possible prosecution.

In order to be eligible to bid on this RFP, the bidder shall acquire a set of contract drawings and return drawings in their bid response. In order to assure the plans are returned to the Office of the Capitol Commission (OCC), a monetary deposit of \$100.00 is required to obtain the contract drawings. The deposit shall be in the form of a cashier's check made out to the "State of Nebraska". Each plan set will be copyrighted, numbered and recorded to whom it was assigned. After the walk-through if a bidder decides not to submit a bid, OCC still requires the plan set to be returned on or before the bid opening date posted in the schedule of events. Each plan set returned, will then have the cashier's check returned by U.S. Mail. The original numbered contract drawings (Capitol floor plans) assigned to each Bidder at the mandatory pre-bid walkthrough shall be included in their bid proposal response. Failure to comply shall be grounds for forfeiture of the check as liquidated damages and rejection of proposal.

This contract is entered into in the jurisdiction of the State of Nebraska.

Signature _____ Date _____

Representing _____

Request for Proposal Number 3931 Z1
Contract Number Pending
Proposal Opening: April 25, 2012

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.

Paolini and Company d.b.a. Service Master PBM

1. Entire proposal