

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
86390 04

PAGE 1 of 6	ORDER DATE 08/21/2019
BUSINESS UNIT 33130110	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 2300796	
VENDOR ADDRESS: NISHNA PRODUCTIONS INC 902 DAY ST PO BOX 70 SHENANDOAH IA 51601-0070	

THE CONTRACT PERIOD IS:

JUNE 05, 2019 THROUGH JUNE 04, 2022

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

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

Original/Bid Document 6041 Z1

Contract to supply and deliver Linen Service to E.T. Mahoney State Park and Platte River State Park to the State of Nebraska as per the attached specifications for the contract period June 5, 2019 through June 4, 2022. The contract may be renewed for Two (2) additional Two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Seth Johnson
Phone: 712-246-1242 ext 328
Cell: 712-215-2032
E-Mail: sethjohnson@nishna.org

(06/03/19 ml)

Amendment one (1) as attached (08/21/2019 mh)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	KING FITTED SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. INITIAL PERIOD	8,247.0000	EA	1.2900	10,638.63
2	KING FLAT SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. INITIAL PERIOD	8,247.0000	EA	1.3600	11,215.92
3	QUEEN FITTED SHEET, COLOR WHITE, 50% COTTON AND 50% POLYESTER 200 CT.	69,417.0000	EA	1.1000	76,358.70

9/12/19
BUYER
MATERIEL ADMINISTRATOR
9/13/19

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VENDOR NUMBER: 2300796	

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	INITIAL PERIOD				
4	QUEEN FLAT SHEET, COLOR WHITE, 50% COTTON AND 50% POLYESTER 200 CT. INITIAL PERIOD	69,417.0000	EA	1.2100	83,994.57
5	OPEN PILLOW CASE, COLOR WHITE, 50% COTTON AND 50% POLYESTER (42" X 36") 200 CT. INITIAL PERIOD	193,500.0000	EA	0.6400	123,840.00
6	OPEN PILLOW CASE, COLOR WHITE, 50% COTTON AND 50% POLYESTER (42" X 46") 200 CT. INITIAL PERIOD	32,400.0000	EA	0.6100	19,764.00
7	TWIN XL FITTED SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. INITIAL PERIOD	64,641.0000	EA	0.7000	45,248.70
8	TWIN XL FLAT SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. INITIAL PERIOD	64,641.0000	EA	1.1600	74,983.56
9	BATH TOWEL (27" X 54"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. INITIAL PERIOD	210,753.0000	EA	0.8200	172,817.46
10	BATH MAT (20" X 30"), COLOR WHITE, 100% RING SPUN COTTON 7.0 LB/DZ. INITIAL PERIOD	38,130.0000	EA	0.8200	31,266.60
11	HAND TOWEL (16" X 30"), COLOR WHITE, 100% RING SPUN COTTON 4.5 LB/DZ. INITIAL PERIOD	103,554.0000	EA	0.6100	63,167.94
12	WASH CLOTH (13" X 13"), COLOR WHITE, 100% RING SPUN COTTON 1.5 LB/DZ. INITIAL PERIOD	237,387.0000	EA	0.5700	135,310.59


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13	KITCHEN TOWELS (15" X 25"), COLOR TAN, 100% COTTON 1.75 LB/DZ. INITIAL PERIOD	56,061.0000	EA	0.5700	31,954.77
14	KITCHEN DISH CLOTH (12" X 12"), COLOR TAN, 100% COTTON .75 LB/DZ. INITIAL PERIOD	49,023.0000	EA	0.6000	29,413.80
15	KING MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH INITIAL PERIOD	8,247.0000	EA	1.1200	9,236.64
16	QUEEN MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH INITIAL PERIOD	69,417.0000	EA	1.0400	72,193.68
17	TWIN XL MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH INITIAL PERIOD	63,471.0000	EA	1.0000	63,471.00
18	KING FITTED SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL ONE	5,498.0000	EA	1.2900	7,092.42
19	KING FLAT SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL ONE	5,498.0000	EA	1.3600	7,477.28
20	QUEEN FITTED SHEET, COLOR WHITE, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL ONE	46,278.0000	EA	1.1000	50,905.80
21	QUEEN FLAT SHEET, COLOR WHITE, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL ONE	46,278.0000	EA	1.2100	55,996.38
22	OPEN PILLOW CASE, COLOR WHITE, 50% COTTON AND 50% POLYESTER (42" X 36") 200 CT. OPTIONAL RENEWAL ONE	12,000.0000	EA	0.6400	7,680.00


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23	OPEN PILLOW CASE, COLOR WHITE, 50% COTTON AND 50% POLYESTER (42" X 46") 200 CT. OPTIONAL RENEWAL ONE	21,600.0000	EA	0.6100	13,176.00
24	TWIN XL FITTED SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL ONE	43,094.0000	EA	0.7000	30,165.80
25	TWIN XL FLAT SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL ONE	43,094.0000	EA	1.1600	49,989.04
26	BATH TOWEL (27" X 54"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL ONE	14,052.0000	EA	0.8200	11,522.64
27	BATH MAT (27" X 54"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL ONE	25,420.0000	EA	0.8200	20,844.40
28	HAND TOWEL (27" X 54"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL ONE	69,036.0000	EA	0.6100	42,111.96
29	WASH CLOTH (27" X 54"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL ONE	158,258.0000	EA	0.5700	90,207.06
30	KITCHEN TOWELS (15" X 25"), COLOR TAN, 100% COTTON 1.75 LB/DZ. OPTIONAL RENEWAL ONE	37,374.0000	EA	0.5700	21,303.18
31	KITCHEN DISH CLOTH (12" X 12"), COLOR TAN, 100% COTTON .75 LB/DZ. OPTIONAL RENEWAL ONE	32,682.0000	EA	0.6000	19,609.20
32	KING MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH	5,498.0000	EA	1.1200	6,157.76


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	OPTIONAL RENEWAL ONE				
33	QUEEN MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH OPTIONAL RENEWAL ONE	46,278.0000	EA	1.0400	48,129.12
34	TWIN XL MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH OPTIONAL RENEWAL ONE	42,514.0000	EA	1.0000	42,514.00
35	KING FITTED SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO	5,498.0000	EA	1.2900	7,092.42
36	KING FLAT SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO	5,498.0000	EA	1.3600	7,477.28
37	QUEEN FITTED SHEET, COLOR WHITE, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO	46,278.0000	EA	1.1000	50,905.80
38	QUEEN FLAT SHEET, COLOR WHITE, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO	46,278.0000	EA	1.2100	55,996.38
39	OPEN PILLOW CASE, COLOR WHITE, 50% COTTON AND 50% POLYESTER (42" X 36") 200 CT. OPTIONAL RENEWAL TWO	12,000.0000	EA	0.6400	7,680.00
40	OPEN PILLOW CASE, COLOR WHITE, 50% COTTON AND 50% POLYESTER (42" X 46") 200 CT. OPTIONAL RENEWAL TWO	21,600.0000	EA	0.6100	13,176.00
41	TWIN XL FITTED SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO	43,094.0000	EA	0.7000	30,165.80
42	TWIN XL FLAT SHEET, COLOR TAN,	43,094.0000	EA	1.1600	49,989.04


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO				
43	BATH TOWEL (27" X 54"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL TWO	14,052.0000	EA	0.8200	11,522.64
44	BATH MAT (27" X 54"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL TWO	25,420.0000	EA	0.8200	20,844.40
45	HAND TOWEL (27" X 54"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL TWO	69,036.0000	EA	0.6100	42,111.96
46	WASH CLOTH (27" X 54"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL TWO	158,258.0000	EA	0.5700	90,207.06
47	KITCHEN TOWELS (15" X 25"), COLOR TAN, 100% COTTON 1.75 LB/DZ. OPTIONAL RENEWAL TWO	37,374.0000	EA	0.5700	21,303.18
48	KITCHEN DISH CLOTH (12" X 12"), COLOR TAN, 100% COTTON .75 LB/DZ. OPTIONAL RENEWAL TWO	32,682.0000	EA	0.6000	19,609.20
49	KING MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH OPTIONAL RENEWAL TWO	5,498.0000	EA	1.1200	6,157.76
50	QUEEN MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH OPTIONAL RENEWAL TWO	46,278.0000	EA	1.0400	48,129.12
51	TWIN XL MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH OPTIONAL RENEWAL TWO	42,514.0000	EA	1.0000	42,514.00

Total Order

2,104,640.64


BUYER INITIALS

AMENDMENT ONE
Contract 86390 O4

Linen Service to E.T. Mahoney State Park and Platte River State Park for the State of Nebraska
Between
The State of Nebraska and Nishna Productions Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and Nishna Productions Inc., parties to Contract 86390 O4 (the "Contract"), and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon Execution by both parties as follows:

1. Inventory has been increased per REVISION 2 Attachment 1 Table 4.

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: Nishna Productions Inc.

By: 

By: 

Name: Doug Carlson

Name: 

Title: Material Administrator

Title: Employment Services Supervisor

Date: 9/13/19

Date: 8/28/19

REVISION TWO (2) ATTACHMENT ONE

RFP 6041 Z1

Table 4

Table 4 - Estimated Quantities - Laundry/Inventory

Time Period	Item	Cabin Setup	In-Park Inventory (Storage)
Year-Round	King Fitted Sheet	35	140
Year-Round	King Flat Sheet	35	140
Year-Round	Queen Fitted Sheet	297	1188
Year-Round	Queen Flat Sheet	297	1188
Year-Round	Twin Fitted Sheet	321	1284
Year-Round	Twin Flat Sheet	321	1284
Year-Round	King Mattress Pad	35	105
Year-Round	Queen Mattress Pad	297	891
Year-Round	Twin Mattress Pad	321	963
Year-Round	Pillow Case - 42x36	1000	4000
Year-Round	Pillow Case - 42x46	75	300
Year-Round	Bath Towel	935	3740
Year-Round	Hand Towel	376	1504
Year-Round	Wash Cloth	1039	4156
Year-Round	Bath Mat	137	548
Year-Round	Kitchen Towel	217	868
Year-Round	Dish Cloth	217	868

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VENDOR NUMBER: 2300796	
VENDOR ADDRESS: NISHNA PRODUCTIONS INC 902 DAY ST PO BOX 70 SHENANDOAH IA 51601-0070	

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

JUNE 5, 2019 THROUGH JUNE 04, 2022

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 6041 Z1

Contract to supply and deliver Linen Service to E.T. Mahoney State Park and Platte River State Park to the State of Nebraska as per the attached specifications for the contract period June 5, 2019 through June 4, 2022. The contract may be renewed for Two (2) additional Two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

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E-Mail: sethjohnson@nishna.org

(06/03/19 ml)

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6/3/19 *JULIA SA* *6/3/19*
BUYER
[Signature] *6/4/19*
MATERIAL ADMINISTRATOR

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VENDOR NUMBER: 2300796	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
35	KING FITTED SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO	5,498.0000	EA	1.2900	7,092.42
36	KING FLAT SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO	5,498.0000	EA	1.3600	7,477.28
37	QUEEN FITTED SHEET, COLOR WHITE, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO	46,278.0000	EA	1.1000	50,905.80
38	QUEEN FLAT SHEET, COLOR WHITE, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO	46,278.0000	EA	1.2100	55,996.38
39	OPEN PILLOW CASE, COLOR WHITE, 50% COTTON AND 50% POLYESTER (42" X 36") 200 CT. OPTIONAL RENEWAL TWO	12,000.0000	EA	0.6400	7,680.00
40	OPEN PILLOW CASE, COLOR WHITE, 50% COTTON AND 50% POLYESTER (42" X 46") 200 CT. OPTIONAL RENEWAL TWO	21,600.0000	EA	0.6100	13,176.00
41	TWIN XL FITTED SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO	43,094.0000	EA	0.7000	30,165.80
42	TWIN XL FLAT SHEET, COLOR TAN, 50% COTTON AND 50% POLYESTER 200 CT. OPTIONAL RENEWAL TWO	43,094.0000	EA	1.1600	49,989.04
43	BATH TOWEL (27" X 54"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL TWO	14,052.0000	EA	0.8200	11,522.64
44	BATH MAT (20" X 30"), COLOR WHITE,	25,420.0000	EA	0.8200	20,844.40


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
86390 04

PAGE 6 of 6	ORDER DATE 06/03/19
BUSINESS UNIT 33130110	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 2300796	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL TWO				
45	HAND TOWEL (16" X 30"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL TWO	69,036.0000	EA	0.6100	42,111.96
46	WASH CLOTH (13" X 13"), COLOR WHITE, 100% RING SPUN COTTON 14.5 LB/DZ. OPTIONAL RENEWAL TWO	158,258.0000	EA	0.5700	90,207.06
47	KITCHEN TOWELS (15" X 25"), COLOR TAN, 100% COTTON 1.75 LB/DZ. OPTIONAL RENEWAL TWO	37,374.0000	EA	0.5700	21,303.18
48	KITCHEN DISH CLOTH (12" X 12"), COLOR TAN, 100% COTTON .75 LB/DZ. OPTIONAL RENEWAL TWO	32,682.0000	EA	0.6000	19,609.20
49	KING MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH OPTIONAL RENEWAL TWO	5,498.0000	EA	1.1200	6,157.76
50	QUEEN MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH OPTIONAL RENEWAL TWO	46,278.0000	EA	1.0400	48,129.12
51	TWIN XL MATTRESS PAD, 100% POLYESTER FELT PAD, NO ANCHOR BANDS 9.5 OZ./EACH OPTIONAL RENEWAL TWO	42,514.0000	EA	1.0000	42,514.00
Total Order					2,104,640.64


BUYER INITIALS

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 86390 O4 Linen Service to E.T. Mahoney State Park and Platte River State Park
Between
The State of Nebraska and Nishna Productions, Inc.

The following clauses, Addendum One of Contract 86390 O4 have been reviewed and agreed upon between Nishna Productions, Inc. "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for Linen Service to E.T. Mahoney State Park and Platte River State Park. The clauses of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the clauses indicated in Sections II - IV of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the clauses and certifies Contractor maintains a drug free work place environment.

I. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,

6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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 the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract 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 below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. NOTICE POINT OF CONTACT (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability,

governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. 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.

F. CHANGE ORDERS

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

I. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, 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, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§81-8,294), Tort (§81-8,209), and Contract Claim Acts (§81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

M. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract

entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.

Q. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;

- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and 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 that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder'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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

The completed United States Attestation Form should be submitted with the RFP response.

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate

with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. INSURANCE REQUIREMENTS

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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.

Notwithstanding any other clause in this contract, the State may recover up to the liability limits of the insurance policies required herein.

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. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: Nebraska Game and Parks Commission
Attn: Buyer III
Address: 2200 N 33rd Street
City, State, Zip: Lincoln, NE 68503

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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

G. ANTITRUST

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

H. CONFLICT OF INTEREST

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

I. STATE PROPERTY

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.

J. SITE RULES AND REGULATIONS

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 in writing between the State and the Contractor.

K. ADVERTISING

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. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

L. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

M. DRUG POLICY

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

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes 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.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Nebraska Game and Parks Commission, Parks Division, 2200 N 33rd St. Lincoln NE 68503. 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.

D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. §73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

The State's obligation to pay amounts due on the contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. 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.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

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

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

State of Nebraska

Contractor: Nishna Productions, Inc.

By: 

By: 

Name: Douglas D Corbin

Name: Julie Halsey

Title: Materiel Administrator

Title: Director of Day Services

Date: 5/3/19

Date: 5-27-19

For public information purposes only; not part of contract.

Request for Proposal Number 6041 Z1

Contract Number

Proposal Opening: April 24, 2019

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

- Nishna Productions, Inc.
 1. None

Nishna Productions, Inc.
Linen & Textile Services

Bid Proposal
E.T. Mahoney State Park & Platte River State Park
RFP 6041 Z1
ORIGINAL

April 24, 2019

Cost Analysis

Laundry Service Contract
 Cost Proposal
 RFP 6041 Z1

Bidder Nishna Productions, Inc.

Costs must be all-inclusive and include all mileage, inventory or stocking fee, or any other expenses

Description	Estimated Usage Quantity (Annual)	Unit Price
King fitted sheet, color tan, 50% cotton and 50% polyester, 200 ct.	2,749	1.29
King flat sheet, color tan, 50% cotton and 50% polyester 200 ct.	2,749	1.36
Queen fitted sheet, color white, 50% cotton and 50% polyester 200 ct.	23,139	1.10
Queen flat sheet, color white, 50% cotton and 50% polyester 200 ct.	23,139	1.21
Open Pillow Case, color white, 50% cotton and 50% polyester (42"x36") 200 ct.	64,500	.64
Open Pillow Case, color white, 50% cotton and 50% polyester (42"x46") 200 ct.	10,800	.61
Twin XL fitted sheet, color tan, 50% cotton and 50% polyester 200 ct.	21,547	.70
Twin XL flat sheet, color tan, 50% cotton and 50% polyester 200 ct.	21,547	1.16
Bath towel (27"x54"), color white, 100% ring spun cotton 14.5 lb. /dz.	70,251	.82
Bath mat (20"x30"), color white, 100% ring spun cotton 7.0 lb. /dz.	12,710	.82
Hand towel (16"x30"), color white, 100% ring spun cotton 4.5 lb. /dz.	34,518	.61
Wash cloth (13"x13"), color white, 100% ring spun cotton 1.5 lb. /dz.	79,129	.57
Kitchen towels (15"x 25"), color tan, 100% cotton 1.75 lb. /dz.	18,687	.57
Kitchen Dish Cloth (12"x12"), color tan, 100% cotton .75 lb. /dz.	16,341	.60
King Mattress Pad, 100% polyester felt pad, no anchor bands 9.5 oz./each	2,749	1.12
Queen Mattress Pad, 100% polyester felt pad, no anchor bands 9.5 oz./each	23,139	1.04
Twin XL Mattress Pad, 100% polyester felt pad, no anchor bands 9.5 oz./each	21,157	1.00

Nishna Productions, Inc.
Linen & Textile Services

Bid Proposal
E.T. Mahoney State Park & Platte River State Park
RFP 6041 Z1
ORIGINAL

April 24, 2019

Form A
Bidder Contact Sheet
Request for Proposal Number 6041 Z1

Form A should be completed and submitted with each response to this RFP. 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:	Nishna Productions, Inc.
Bidder Address:	902 Day St. PO Box 70 Shenandoah, IA 51601
Contact Person & Title:	Seth Johnson, Business Developer
E-mail Address:	Sethjohnson@nishna.org
Telephone Number (Office):	712-246-1242 ext. 328
Telephone Number (Cellular):	712-215-2032
Fax Number:	712-246-1243

Each bidder should 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:	Nishna Productions, Inc.
Bidder Address:	902 Day St. PO Box 70 Shenandoah, IA 51601
Contact Person & Title:	Seth Johnson, Business Developer
E-mail Address:	sethjohnson@nishna.org
Telephone Number (Office):	712-246-1242 ext. 328
Telephone Number (Cellular):	712-215-2032
Fax Number:	712-246-1243

CASTORIS
Quercus

Corporate Overview

A.) Bidder Identification and Information

Headquarters:
Nishna Productions, Inc.
902 Day St.
PO Box 70
Shenandoah, Iowa 51601

Laundry Facility:
210 S Broadway St.
Red Oak, Iowa 51566

Nishna Productions was incorporated in 1974 in Iowa.

B.) Financial Statements

Financial statements for fiscal year 2017 are included with Corporate Overview.

C.) Change of Ownership

There is no anticipated change of ownership within 12 months of proposal due date.

D.) Office Location

Seth Johnson, Business Developer
902 Day St.
PO Box 70
Shenandoah, IA 51601

E.) Relationships with the State

There have been no contracts with the State of Nebraska the previous three years.

F.) Bidder's Employee Relations to State

We have no employees named in this response that were employed by the State of Nebraska within the previous six months.

No employee of Nishna Productions is employed by the State of Nebraska as of the due date of this submission.

G.) Contract Performance

We have not had any contracts terminated for default during the past three years.

H.) Summary of Bidder's Corporate Experience

We have no experience with a contract similar in size and scope.

Corporate Overview

I.) Summary of Bidder's Proposed Personnel/Management Approach

Nishna Productions is a non-profit agency that provides work services to individuals with disabilities. The direct labor on this contract will be individuals we serve. Each individual will be trained and will have on-going training and supervision while working on the contract.

The supervisor will be Suzie McCunn. She has been with the agency for 19 years. All staff receive on-going training in the area of training individuals with disabilities to work. The driver will be Steve Wilson who has been with NPI for 6 years. Any staff who drive are required to keep a clean driving record and driving checks are done periodically. Seth Johnson is the Business Developer who will be the main point of contact for this contract. He has been with the agency for over 3 years and has obtained his Certificate in Linen and Laundry Management from the Association of Linen Management. Julie Halsey is the Director of Day Services and oversees the operation and the staff. She has been with the agency for 40 years.

J.) Subcontractors

We do not intend to subcontract any of this out.

NISHNA PRODUCTIONS, INC.
(A Non-Profit Organization)

AUDITED FINANCIAL STATEMENTS

JUNE 30, 2017 AND 2016

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Diane McGrain, CPA
Jim Menard, CPA
Kelsey Peterson, CPA

August 25, 2017

INDEPENDENT AUDITORS' REPORT

Board of Directors
Nishna Productions, Inc.
902 Day Street
P.O. Box 70
Shenandoah, IA 51601

Report on the Financial Statements

We have audited the accompanying financial statements of Nishna Productions, Inc. (a nonprofit organization) as of June 30, 2017 and 2016, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the

Continued...

omni business centre
42 n. 2nd street
council bluffs, iowa 51503
712•322•8734 / fax 712•322•4699
www.schroer-cpa.com

August 25, 2017
Nishna Productions, Inc.
Independent Auditors' Report

circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nishna Productions, Inc. (a non-profit organization) as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental information included in Schedules 1 and 2 in this report is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and the other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated August 25, 2017 on our consideration of Nishna Productions, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Nishna Productions, Inc.'s internal control over financial reporting and compliance.



Schroer and Associates, P.C.
Council Bluffs, Iowa

NISHNA PRODUCTIONS, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current Assets		
Cash	\$ 1,352,171	\$ 720,908
Restricted cash	118,238	94,841
Investments	496,265	492,625
Restricted investments	40,065	40,289
Accounts receivable, net allowance for doubtful accounts of \$90,000 for 2017 and 2016	712,126	884,421
Accrued interest receivable	504	504
Prepaid Expenses	<u>98,410</u>	<u>69,410</u>
Total current assets	2,817,779	2,302,998
Property and Equipment		
Land	176,499	176,499
Building and improvements	4,411,317	4,381,290
Equipment	<u>1,389,081</u>	<u>1,340,571</u>
	5,976,897	5,898,360
Less accumulated depreciation	<u>3,189,979</u>	<u>3,006,820</u>
	<u>2,786,918</u>	<u>2,891,540</u>
Total assets	<u>\$ 5,604,697</u>	<u>\$ 5,194,538</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable	\$ 122,869	\$ 132,725
Accrued interest payable	1,856	1,856
Payroll and benefits payable	478,391	494,571
Rental deposits	1,304	1,304
Current portion of long-term debt	<u>128,749</u>	<u>145,348</u>
Total current liabilities	733,169	775,804
Long-Term Liabilities, net of current portion	<u>1,043,764</u>	<u>1,128,883</u>
Total Liabilities	1,776,933	1,904,687
Net Assets		
Unrestricted		
Undesignated	3,749,200	3,152,071
Designated for endowment	15,000	15,000
Temporarily restricted	<u>63,564</u>	<u>122,780</u>
Total net assets	<u>3,827,764</u>	<u>3,289,851</u>
Total liabilities and net assets	<u>\$ 5,604,697</u>	<u>\$ 5,194,538</u>

See Accompanying Notes to Financial Statements

NISHNA PRODUCTIONS, INC.
STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
Unrestricted Net Assets		
Support		
Donations and grants	\$ 11,908	\$ 22,256
Special events	24,457	12,715
Client service Income		
County/State	204,377	242,059
Medicaid	6,943,191	6,776,128
State supplemental support	49,517	64,904
Client participation	220,857	204,633
Private fees	77,690	70,696
Rental income	110,261	107,464
Vocational rehabilitation	62,954	50,782
Schools	17,764	32,595
HUD housing assistance payments	86,069	81,452
	<u>7,809,045</u>	<u>7,665,684</u>
Revenue		
Sales		
Sale of cans and bottles	255,053	305,045
Workshop revenues	259,232	310,400
	<u>514,285</u>	<u>615,445</u>
Loss cost of sales	552,590	709,305
	<u>(38,305)</u>	<u>(93,860)</u>
Other		
Investment Income	5,367	5,418
Reimbursements	2,487	8,263
Miscellaneous	21,694	15,622
	<u>29,548</u>	<u>29,301</u>
	<u>(8,757)</u>	<u>(64,559)</u>
Net assets released from donor restrictions	<u>69,202</u>	<u>6,029</u>
Total support, revenue and reclassifications	<u>7,869,490</u>	<u>7,607,154</u>
Expenses		
Program services		
Workshop contract activities	751,560	808,774
Adult day program	616,901	546,827
Support employment/vocational evaluation	213,421	164,916
Residential care	1,112,992	1,050,151
Home and community based services	3,369,826	3,477,275
Athletics	9,541	16,237
HUD project	143,478	130,782
	<u>6,217,719</u>	<u>6,194,962</u>
Support services		
Administrative	1,054,643	1,142,942
Total expenses	<u>7,272,362</u>	<u>7,337,904</u>
Change in unrestricted net assets	597,128	269,250
Temporarily Restricted Net Assets		
Donations and grants	9,987	56,624
Net assets released from donor restrictions	<u>(69,202)</u>	<u>(6,029)</u>
	<u>(59,215)</u>	<u>50,595</u>
Change in net assets	537,913	319,845
Net Assets, beginning of year	<u>3,289,851</u>	<u>2,970,006</u>
Net Assets, end of year	<u>\$ 3,827,764</u>	<u>\$ 3,289,851</u>

See Accompanying Notes to Financial Statements

NISHNA PRODUCTIONS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2017

	Program Services							Support Services		
	Workshop Activities	Adult Day	Supported Employment/Vocational Evaluation	Residential	H.C.B.S.	Athletics	HUD Project	Total Program Services	General and Administrative	Total Expenses
Salaries	\$ 451,302	\$ 422,225	\$ 142,553	\$ 675,924	\$ 2,526,574	\$ 4,784	\$ 41,872	\$ 4,265,234	\$ 598,130	\$ 4,863,364
Client wages	-	-	2,966	6,127	-	-	-	9,093	-	9,093
Payroll taxes & benefits	130,861	116,447	42,767	211,841	745,721	1,433	-	1,249,070	179,728	1,428,798
Professional fees	9,007	-	-	578	-	-	614	10,199	102,287	112,486
Office expense	7,501	4,568	7,478	2,905	6,417	-	-	28,869	42,843	71,712
Insurance	14,730	8,132	2,972	12,327	10,482	241	7,534	56,418	23,653	80,071
Interest	9,205	1,795	164	18,517	1,295	15	14,037	45,028	1,734	46,762
Repairs	10,088	5,314	64	29,020	791	-	23,282	68,559	5,722	74,281
Telephone	3,309	2,392	1,823	3,601	19,226	-	5,752	36,103	24,644	60,747
Transportation	50,880	21,663	7,213	10,219	34,582	792	-	125,349	19,810	145,159
Utilities	16,239	6,998	160	33,673	425	-	29,999	89,494	7,774	97,268
Dues	66	-	-	-	-	-	-	66	7,787	7,853
Staff development	3,200	540	2,343	785	903	-	-	7,771	7,600	15,371
Supplies	1,937	2,184	35	63,979	1,137	-	-	69,282	1,662	70,944
Rent	-	-	-	-	-	-	-	-	6,600	6,600
Miscellaneous	2,743	2,426	201	2,737	6,072	1,429	626	16,234	6,066	22,300
Fundraising supplies	-	-	-	-	-	-	-	-	3,576	3,576
Total expenses before depreciation	713,068	594,694	210,739	1,072,233	3,353,625	8,694	123,716	6,076,769	1,039,616	7,116,385
Depreciation	38,492	22,207	2,682	40,759	16,201	847	19,762	140,950	15,027	155,977
Total expenses	\$ 751,560	\$ 616,901	\$ 213,421	\$ 1,112,992	\$ 3,369,826	\$ 9,541	\$ 143,478	\$ 6,217,719	\$ 1,054,643	\$ 7,272,362

See Accompanying Notes to Financial Statements

NISHNA PRODUCTIONS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2016

	Program Services							Support Services		
	Workshop Activities	Adult Day	Supported Employment/Vocational Evaluation	Residential	H.C.B.S.	Athletics	HUD Project	Total Program Services	General and Administrative	Total Expenses
Salaries	\$ 527,358	\$ 370,300	\$ 111,226	\$ 657,089	\$ 2,625,012	\$ 8,873	\$ 38,622	\$ 4,338,480	\$ 666,755	\$ 5,005,235
Client wages	-	-	2,843	5,791	-	-	-	8,634	-	8,634
Payroll taxes & benefits	126,781	101,692	32,267	188,688	740,366	2,862	-	1,192,656	208,327	1,400,983
Professional fees	8,374	-	-	525	-	-	600	9,499	108,650	118,349
Office expense	5,170	6,015	5,481	3,206	7,121	-	695	27,688	26,025	53,713
Insurance	15,559	3,330	1,522	13,049	11,485	446	8,420	58,811	25,668	84,479
Interest	11,513	3,104	88	16,882	2,432	123	15,742	51,884	2,266	54,150
Repairs	14,393	6,329	106	12,595	1,944	-	12,287	47,654	9,257	56,911
Telephone	4,042	2,219	1,407	3,689	24,677	-	6,305	42,339	24,636	66,977
Transportation	33,591	16,882	6,199	9,173	37,841	1,980	-	105,666	11,263	116,929
Utilities	17,337	5,662	137	31,779	-	-	28,133	83,048	6,345	89,393
Dues	129	-	-	-	-	-	-	129	6,401	6,530
Staff development	1,429	1,153	2,776	733	1,109	-	-	7,200	5,289	12,489
Supplies	1,559	3,085	4	60,699	870	8	-	66,225	378	66,603
Rent	-	-	-	-	-	-	-	-	6,600	6,600
Miscellaneous	833	3,147	127	3,526	5,606	409	-	13,548	13,797	27,345
Fundraising supplies	-	-	-	-	-	-	-	-	6,180	6,180
Total expenses before depreciation	768,068	527,918	164,183	1,009,424	3,458,363	14,701	110,804	6,053,461	1,128,039	7,181,500
Depreciation	40,706	18,909	733	40,727	18,912	1,536	19,978	141,501	14,903	156,404
Total expenses	\$ 808,774	\$ 546,827	\$ 164,916	\$ 1,050,151	\$ 3,477,275	\$ 16,237	\$ 130,782	\$ 6,194,962	\$ 1,142,942	\$ 7,337,904

See Accompanying Notes to Financial Statements

NISHNA PRODUCTIONS, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities		
Change in net assets	\$ 537,913	\$ 319,845
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	183,159	187,976
(Income) loss on investment	224	(561)
(Increase) decrease in operating assets		
Accounts receivable	172,295	(148,734)
Grants receivable	-	4,628
Prepaid expenses	(29,000)	6,177
Increase (decrease) in operating liabilities		
Accounts payable	(9,856)	33,122
Payroll and benefits payable	(16,180)	(45,188)
Rental deposits	-	150
Net cash provided by operating activities	<u>838,555</u>	<u>357,415</u>
Cash Flows From Investing Activities		
Proceeds from sale of investments	-	97,492
Purchase of investments	(3,640)	(3,645)
Purchase of property and equipment	(78,537)	(162,339)
Net cash used by investing activities	<u>(82,177)</u>	<u>(68,492)</u>
Cash Flows From Financing Activities		
Long term borrowings	48,510	-
Payment of long term debt	(150,228)	(199,898)
Net cash used by financing activities	<u>(101,718)</u>	<u>(199,898)</u>
Net change in cash	654,660	89,025
Cash, beginning of year	<u>815,749</u>	<u>726,724</u>
Cash, end of year	<u><u>1,470,409</u></u>	<u><u>815,749</u></u>
Cash consists of the following:		
Cash	1,352,171	720,908
Restricted cash	<u>118,238</u>	<u>94,841</u>
	<u>\$ 1,470,409</u>	<u>\$ 815,749</u>

See Accompanying Notes to Financial Statements

NISHNA PRODUCTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE A SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Organization is a non-profit corporation whose purpose is to provide services and support to persons with disabilities, to enhance their quality of life and enable them to live and work as independently and productively as their individual capabilities will allow. The organization operates workshop facilities in Shenandoah and Red Oak, Iowa. Workshop activities include the redemption of cans and bottles and contracted work. The organization also operates residential care group homes located in Shenandoah, Malvern, and Red Oak and community based service homes, located in Sidney, Glenwood, Shenandoah and Red Oak, Iowa. Other program services include community support services, supported employment, vocational evaluation, adult day services and home and community based services. Services are provided to disabled persons from various counties in Iowa. The organization is financially dependent upon federal, state and local funding.

Financial Statement Presentation

The Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The Organization has no permanently restricted net assets.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Investments

Investments consist of certificates of deposits with initial maturities of more than three months and equity securities. Investments are stated at market value. The fair value measurement of investments is based on level 1 inputs which are quoted prices for identical instruments in the active markets as of the measurement date. Investment income restricted by a donor is reported as an increase in unrestricted net assets if the restrictions are met in the reporting period in which the income is recognized.

NISHNA PRODUCTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE A SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable

Accounts receivable are presented at their net realizable values and include receivables from counties and participants for purchase of services from Medicaid managed care programs and from customers for workshops and redemption center sales.

Purchase of service reimbursement rates, are set by applicable state and county area agencies and Managed Care Organizations based on the type and level of care provided. Some rates are determined upon submission of an annual financial and statistical report.

Effective April 1, 2016, the State of Iowa launched a new Medicaid managed care program. While the state continues to administer the Medicaid program and determines whether an individual is eligible to receive Medicaid benefits, Medicaid members are now enrolled with a Managed Care Organization (MCO) that directs and provides their care. Members are able to choose the MCO that best fits their health care needs.

Property and Equipment

Property and equipment are valued at cost or at estimated fair value at the date of gift. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using the straight-line method over the estimated useful lives as follows:

Building and improvements	10 - 40 years
Equipment	3 - 10 years

Expenditures for maintenance and repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. The Organization has not received contributions with donor imposed restrictions that would result in permanently restricted net assets.

NISHNA PRODUCTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE A SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Tax Status

Nishna Productions, Inc. is a non-profit organization organized under Internal Revenue Code Section 501(c)(3). The corporation has been classified as an organization that is not a private foundation. Tax returns for the years ended after June 30, 2014 remain open to examination by the federal jurisdiction.

Date of Management Review

Management has evaluated subsequent events through August 25, 2017, the date the financial statements were available to be issued.

NOTE B RESTRICTED CASH AND INVESTMENTS

Certain cash funds are established by contract agreements in separate bank accounts.

Restricted cash and investments consist of the following accounts:

	<u>2017</u>	<u>2016</u>
Tenant security deposits	\$ 1,331	\$ 1,330
FMHA reserve funds	93,336	86,205
HUD reserve funds	40,569	24,303
Endowment funds	<u>23,067</u>	<u>23,292</u>
	<u>\$ 158,303</u>	<u>\$ 135,130</u>

Presented on the statement of financial position as follows:

Restricted cash	\$ 118,238	\$ 94,841
Restricted investments	<u>40,065</u>	<u>40,289</u>
	<u>\$ 158,303</u>	<u>\$ 135,130</u>

NISHNA PRODUCTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE C INVESTMENT RETURN

Investments consist of the following:

	2017	2016
Certificates of deposit	\$ 513,263	\$ 509,621
Equity securities	<u>23,067</u>	<u>23,292</u>
	<u>\$ 536,330</u>	<u>\$ 532,913</u>

Investment income consists of the following:

	2017	2016
Interest income	\$ 5,842	\$ 4,855
Realized and unrealized gain (loss) on investments	<u>(475)</u>	<u>561</u>
	<u>\$ 5,367</u>	<u>\$ 5,416</u>

NOTE D TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for operating supplies, training and endowment.

NOTE E LINE OF CREDIT

At June 30, 2016, the Corporation had an operating line of credit for \$1,000,000 due October 10, 2016 with interest at 4.50%. There was no balance due on the line of credit at June 30, 2016.

NISHNA PRODUCTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE F LONG-TERM LIABILITIES

The corporation has the following notes payable secured by agency vehicles.

	Monthly Payment	Interest Rate	Final Payment Due	Principal Balance	
				2017	2016
\$	373	4.75	Nov, 2016	\$ -	\$ 1,843
	319	3.45	Jun, 2017	-	3,775
	344	3.45	Jul, 2017	344	4,383
	305	3.45	Jul, 2017	305	3,883
	401	4.40	Nov, 2017	1,982	6,587
	401	4.40	Nov, 2017	1,982	6,587
	475	3.15	Mar, 2018	4,217	9,686
	464	3.15	Mar, 2018	4,118	9,459
	442	3.15	Mar, 2018	3,921	9,006
	433	3.15	Mar, 2018	3,845	8,836
	389	4.15	Aug, 2018	5,300	9,640
	273	3.25	Sept, 2017	814	4,004
	259	4.45	Apr, 2020	8,257	10,930
	423	3.50	Apr, 2020	13,668	18,173
	510	3.50	Apr, 2020	16,475	21,905
	442	3.50	Dec, 2021	21,638	-
	442	3.50	Dec, 2021	21,638	-
				\$ 108,504	\$ 128,697

NISHNA PRODUCTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE F LONG-TERM LIABILITIES (continued)

	2017	2016
Note payable due to the Farmers Home Administration in monthly installments of \$2,652, including interest at 5.125%, with final payment due October 2033, secured by group homes.	312,792	328,154
Note payable due to the Farmers Home Administration in monthly installments of \$1,792, including interest at 5%, with final payment due May 2018 secured by a building.	15,601	35,782
Note payable due to Great Western Bank in monthly installments of \$3,728 including interest at 5.25%, with final payment due January 2024, secured by land and buildings.	247,794	278,491
Note payable due to the Farmers Home Administration in monthly installments of \$828 including interest at 4.125%, with final payment due June 2025, secured by a building.	77,878	84,424
Note payable due to Houghton State Bank in monthly installments of \$298, including interest at 4.75%, with final payment due September 2019, secured by an apartment building.	7,618	10,751
Note payable due to Rural Development in monthly installments of \$1,734, including interest at 3.75%, with final payment due December 2051, secured by a building.	402,326	407,932
	1,172,513	1,274,231
Less current portion	128,749	145,348
	\$ 1,043,764	\$ 1,128,883

Long-term debt matures as follows:

Year Ending June 30,	\$	
2018	\$	128,749
2019		91,957
2020		90,318
2021		81,541
2022		79,219
Thereafter		700,729
	\$	1,172,513

Interest costs totaled \$55,767 and \$63,438 for the years ended June 30, 2017 and 2016, respectively.

NISHNA PRODUCTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE G OPERATING LEASES

Nishna Productions, Inc. has leased various buildings and equipment in order to provide program services and conduct operations. These leases have been classified as operating leases and, accordingly, all rents are charged to expense as incurred. The leases require various annual rents. The future required minimum lease payments are as follows:

Year Ending June 30,		
2018	\$	5,918
2019		<u>3,944</u>
	\$	<u>9,862</u>

Lease expense totaled \$12,518 for the years ended June 30, 2017 and 2016.

NOTE H VACATION LEAVE

Staff employees accumulate vacation leave for subsequent use or for payment upon termination. As of June 30, 2017 and 2016, the value of accumulated vacation leave is estimated to be \$131,377 and \$131,164, respectively. This amount has been recorded as a liability of the organization.

NOTE I FUNDING SOURCES

Purchase of Service Reimbursements:

Purchase of service reimbursements recognized for clients served totaled \$7,686,611 and \$7,549,261 for the years ended June 30, 2017 and 2016, respectively.

Housing Assistance Payments - H.U.D. Project

Housing is provided to qualifying tenants with assistance from the Department of Housing and Urban Development. H.U.D. pays the difference between the approved shelter cost and the monthly contribution as calculated and certified for each tenant household. Rental assistance totaled \$86,069 and \$81,452 for the years ended June 30, 2017 and 2016, respectively.

NISHNA PRODUCTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE J PENSION EXPENSE

The Organization began a 401(k) pension plan during 1998. The Organization switched to a 403(b) plan with a different company on January 1, 2016. The Organization contributes 5% of wages for employees contributing 3% or more of wages. Pension expense totaled \$143,689 for 2017, and \$120,051 for 2016.

NOTE K COST OF SALES

Cost of sales consists of the following:

	2017		2016
Wages	\$ 247,809	\$	334,018
Payroll taxes and benefits	31,560		46,267
Contract supplies and labor	212,923		253,242
Allocated building costs	32,507		33,634
Workshop vehicle expense	609		10,572
Depreciation	27,182		31,572
	\$ 552,590	\$	709,305

NOTE L SUPPLEMENTAL CASH FLOW INFORMATION

The Organization made interest payments of \$55,986 and \$63,438 during the years ended June 30, 2017 and 2016, respectively.

NOTE M CONCENTRATION OF CREDIT RISK

The FDIC currently insures 100% of depositor's noninterest bearing deposit accounts and interest bearing accounts up to \$250,000. The Organization has exposure on any amount that exceeds FDIC limits, should any of these financial institutions fail. To reduce this exposure, the Organization has a master repurchase agreement with its primary bank. Repurchase agreements are short term investments sold by banks. Repurchase agreements are uninsured, but are secured by marketable securities of federal agencies. Transfers to and from the fund are made daily. At June 30, 2017 and 2016, the Organization had a repurchase balance of \$872,021 and \$372,267, respectively, included in its cash balance.

NISHNA PRODUCTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE N ENDOWMENT FUNDS

The Organization has established an endowment fund and has invested funds with the Greater Shenandoah Foundation in fixed income and equity securities. The following reflects the fund's activities for the years ended June 30, 2017 and 2016:

	<u>Donor Restricted</u>	<u>Board Designated</u>	<u>Investment Return</u>	<u>Total</u>
Balance 6/30/15	\$ 3,530	\$ 15,000	\$ 3,919	\$ 22,449
Donation	-	-	-	-
Income	-	-	282	282
Appreciation	-	-	561	561
Balance 6/30/16	<u>\$ 3,530</u>	<u>\$ 15,000</u>	<u>\$ 4,762</u>	<u>\$ 23,292</u>
Donation	-	-	-	-
Income	-	-	250	250
Appreciation	-	-	(475)	(475)
Balance 6/30/17	<u>\$ 3,530</u>	<u>\$ 15,000</u>	<u>\$ 4,537</u>	<u>\$ 23,067</u>

According to the Organization's spending policy, the Organization may spend only the interest. Access to the principal is subject to the approval of the Greater Shenandoah Foundation.

NOTE O LAWSUIT SETTLEMENT

The Organization had been in litigation with contractors over construction problems found with the Red Oak vocational training center. The lawsuit was settled in June 2016. The Organization was awarded \$477,250 to cover the repair work needed. Funds were expended during fiscal year 2017.

SUPPLEMENTAL INFORMATION

SCHEDULE 1

NISHNA PRODUCTIONS, INC.
SCHEDULE OF SUPPORT AND REVENUE AND EXPENSES
ACTUAL TO BUDGET
YEAR ENDED JUNE 30, 2017

	Actual Total	Budget	Variance Positive (Negative)
Support			
Grants and donations	\$ 21,895	\$ 82,000	\$ (60,105)
Special events	24,457	7,500	16,957
Client Service Income			
County/State	204,377	289,498	(85,119)
Medicaid	6,943,191	6,987,794	(44,603)
State supplemental support	49,517	97,507	(47,990)
Client participation	220,857	195,044	25,813
Private fees	77,690	76,262	1,428
Rental income	110,261	109,644	617
Vocational rehabilitation	62,954	54,235	8,719
Schools	17,764	11,300	6,464
HUD housing assistance payments	86,069	75,000	11,069
	<u>7,819,032</u>	<u>7,965,782</u>	<u>(146,750)</u>
Revenue			
Sales			
Sale of cans and bottles	255,053	306,000	(50,947)
Workshop revenues	259,232	311,200	(51,968)
	<u>514,285</u>	<u>617,200</u>	<u>(102,915)</u>
Less cost of sales	552,590	503,563	(49,027)
	<u>(38,305)</u>	<u>113,637</u>	<u>(151,942)</u>
Other			
Investment income	5,367	3,300	2,067
Reimbursements	2,487	-	2,487
Miscellaneous	21,694	19,800	1,894
	<u>29,548</u>	<u>23,100</u>	<u>6,448</u>
	<u>(8,757)</u>	<u>136,737</u>	<u>(145,494)</u>
Total support and revenue	7,810,275	8,102,519	(292,244)
Expenses			
Salaries and wages	4,863,364	5,115,682	252,318
Client wages	9,093	-	(9,093)
Payroll taxes and benefits	1,428,798	1,445,203	16,405
Professional fees	112,486	192,337	79,851
Office expense	71,712	55,827	(16,085)
Insurance	80,071	87,875	7,804
Interest	46,762	65,846	19,084
Repairs and maintenance	74,281	75,956	1,675
Telephone	60,747	71,157	10,410
Transportation and travel	145,159	125,968	(19,191)
Utilities	97,268	102,229	4,961
Dues and subscriptions	7,853	7,892	139
Staff and program development	15,371	12,588	(2,783)
Supplies	70,944	69,470	(1,474)
Rent	6,600	6,798	198
Miscellaneous	22,300	27,026	4,726
Fundraising	3,576	4,044	468
Depreciation	155,977	189,573	33,596
Total expenses	7,272,362	7,655,171	382,809
Excess of support and revenue over expenses	\$ 537,913	\$ 447,348	\$ 90,565

See accompanying independent auditors' report

SCHEDULE 2

NISHNA PRODUCTIONS, INC.
SCHEDULE OF SUPPORT AND REVENUE AND EXPENSES
ACTUAL TO BUDGET
YEAR ENDED JUNE 30, 2016

	Actual Total	Budget	Variance Positive (Negative)
Support			
Grants and donations	\$ 78,880	\$ 93,000	\$ (14,120)
Special events	12,715	20,960	(8,245)
Client Service Income			
County/State	242,059	365,819	(123,760)
Medicaid	6,776,128	6,904,553	(128,425)
State supplemental support	64,904	95,038	(30,134)
Client participation	204,633	190,104	14,529
Private fees	70,696	70,604	92
Rental income	107,484	106,733	731
Vocational rehabilitation	50,782	44,041	6,741
Schools	32,595	39,000	(6,405)
HUD housing assistance payments	81,452	75,000	6,452
	<u>7,722,308</u>	<u>8,004,852</u>	<u>(282,544)</u>
Revenue			
Sales			
Sale of cans and bottles	305,045	332,000	(26,955)
Workshop revenues	310,400	287,700	22,700
	<u>615,445</u>	<u>619,700</u>	<u>(4,255)</u>
Less cost of sales	709,305	488,547	(220,758)
	<u>(93,860)</u>	<u>131,153</u>	<u>(225,013)</u>
Other			
Investment income	5,416	2,844	2,572
Reimbursements	8,263	4,100	4,163
Miscellaneous	15,622	-	15,622
	<u>29,301</u>	<u>6,944</u>	<u>22,357</u>
	<u>(64,659)</u>	<u>138,097</u>	<u>(202,656)</u>
Total support and revenue	7,657,749	8,142,949	(485,200)
Expenses			
Salaries and wages	5,005,235	5,215,776	210,541
Client wages	8,834	-	(8,834)
Payroll taxes and benefits	1,400,983	1,632,169	231,186
Professional fees	118,349	119,438	1,089
Office expense	53,713	69,774	16,061
Insurance	84,479	98,266	13,787
Interest	54,150	73,310	19,160
Repairs and maintenance	56,911	68,286	11,375
Telephone	66,977	112,126	45,149
Transportation and travel	116,929	167,141	50,212
Utilities	89,393	106,160	16,767
Dues and subscriptions	6,530	6,891	361
Staff and program development	12,489	9,877	(2,612)
Supplies	66,603	90,535	23,932
Rent	6,600	6,600	-
Miscellaneous	27,345	14,842	(12,503)
Fundraising	6,180	10,886	4,706
Depreciation	156,404	195,177	38,773
Total expenses	7,337,904	7,997,254	669,350
Excess of support and revenue over expenses	\$ 319,845	\$ 145,695	\$ 174,150

See accompanying independent auditors' report



Diane McGrain, CPA
Jim Menard, CPA
Kelsey Peterson, CPA

August 25, 2017

Independent Auditors' Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Governmental Auditing Standards*

Board of Directors
Nishna Productions, Inc.
902 Day Street
P.O. Box 70
Shenandoah, IA 51601

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Nishna Productions, Inc. (a nonprofit organization) which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated August 25, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Nishna Productions, Inc.'s (a nonprofit organization) internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Nishna Productions, Inc.'s (a nonprofit organization) internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Continued...

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August 25, 2017
Nishna Productions, Inc.
Independent Auditors' Report on Internal Control

Our consideration of Internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control described in the accompanying Schedule of Findings as item 2017-001 that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Nishna Productions, Inc.'s (a nonprofit organization) financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Response to Findings

Nishna Productions, Inc.'s responses to the findings identified in our audit are described in the accompanying Schedule of Findings. Nishna Productions, Inc.'s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over compliance. Accordingly, this communication is not suitable for any other purposes.

Schauer & Associates, PC

**NISHNA PRODUCTIONS, INC.
SCHEDULE OF FINDINGS
YEAR ENDED JUNE 30, 2017**

Findings Related to Financial Statements

INSTANCES OF NONCOMPLIANCE:

No matters were reported.

INTERNAL CONTROL DEFICIENCIES:

2017-001 Accounts Receivable

Criteria – Management is responsible for establishing and maintaining internal control. A good system of internal control requires staff to reconcile subsidiary ledgers to the trial balance on a monthly basis.

Condition - The accounts receivable subsidiary ledger per the software no longer integrates and reconciles with the general ledger. The ledger was constructed by use of Excel spreadsheets.

Cause – A software glitch has not been corrected.

Effect – Posting errors to accounts receivable may not be detected on a timely basis by employees in the normal course of performing their assigned duties.

Recommendation - The Organization should fix the software they are using so it is functional or consider using an alternative software package.

Response - We will review this further.

Conclusion - Response accepted.

Terms and
Conditions

II. TERMS AND CONDITIONS


Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

The contract resulting from this RFP shall incorporate the following documents:


1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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 the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract 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 below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. NOTICE POINT OF CONTACT (POC)


The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

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

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

F. CHANGE ORDERS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH


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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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.


The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

I. NON-WAIVER OF BREACH

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


The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, 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, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§81-8,294), Tort (§81-8,209), and Contract Claim Acts (§81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.


5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.


M. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.


The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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


The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY


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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.


Q. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

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

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and 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 that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)


If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder'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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We do not currently use E-Verify or an electronic system. We use the standard I-9 form.

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


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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>.
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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


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

D. COOPERATION WITH OTHER CONTRACTORS

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


Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We do not have pollution liability or have a waiver for worker comp of subrogation. Our current Accord form showing our coverage is attached at Exhibit A. We have Employee Dishonesty but not \$1,000,000. In year 2017-18, it was \$250,000.

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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.

Notwithstanding any other clause in this contract, the State may recover up to the liability limits of the insurance policies required herein.

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

subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: Nebraska Game and Parks Commission
 Attn: Buyer III
 Address: 2200 N 33rd Street
 City, State, Zip: Lincoln, NE 68503

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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

G. ANTITRUST

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

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.

H. CONFLICT OF INTEREST

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

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

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


The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

I. STATE PROPERTY

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


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.

J. SITE RULES AND REGULATIONS

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


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

K. ADVERTISING

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


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

L. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

M. DRUG POLICY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes 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.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Nebraska Game and Parks Commission, Parks Division, 2200 N 33rd St. Lincoln NE 68503. 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.

D. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT

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

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. (Neb. Rev. Stat. §73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

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

The State's obligation to pay amounts due on the contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. 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.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

C. BIDDER REQUIREMENTS

Bidder should provide a response to the following contractor requirement in the space provided below.

1	Provide sample checklists that will be utilized to verify all bed linens and towels are being picked-up / dropped off per the RFP requirements. Finalized checklists will be approved by the Nebraska Game and Parks Commission.
	Bidder Response: See Exhibit B. Nishna Productions will maintain control of the checklist for billing purposes. A copy can be made on site if a copier is present or a copy can be scanned once the Nishna Productions driver returns to the facility.
2	Describe the quality control processes including inspection process, product replacement and/or disposal
	Bidder Response: All linens are inspected before being folded and wrapped. If there are remaining stains, they are treated with stain remover and put back into the wash on a re-wash cycle. If there are products with stains that cannot be removed or there are tears, the product will be taken out of service and replaced.
3	Describe commercial processing capabilities i.e. including but not limited to capacity, ability, equipment, make/models.
	Bidder Response: Our facility has recently undergone a renovation of over \$208,000. The renovation includes new gas lines, new water lines, new equipment, new door, new vent, new water softener, and new scale. Our equipment consists of one 55-lb. capacity Continental washer, one 30-lb. capacity Continental washer, two 140-lb. Milnor MWF63Z7 washers, one 170-lb. capacity Milnor MWF77Z7 washer, two 75-lb. capacity Continental dryers, two 170-lb. capacity Huebsch HT170NN dryers, one 200-lb. capacity Huebsch HT200NN dryer. Our total processing capability is 1.2 million pounds per year.
4	Describe level of hospitality standards that the Contractor follows that are applicable to the RFP requirements.
	Bidder Response: Our goal is to meet 100% customer satisfaction. We will meet with the Superintendent and Housekeeping Supervisor on the schedule set by the RFP. The contractor POC will perform follow-up phone calls or emails with direct stake holders periodically in-between these meetings. The contractor POC will be available within 24 business hours to address any issues that may arise.
5	Describe quality cleaning products used including but not limited to liquid laundry, fabric softener, proton wash, wool wash, wash booster, laundry sour soft, laundry powder's.
	Bidder Response: See Section D, Part 3.

D. WORK PLAN

Bidder should provide a response to the following Contractor requirements in the space provided below.

<p>1</p>	<p>Specifications for laundered items are listed in Attachment 1, Table 1 All linens and towels will be owned by the contractor. Describe the replacement plan schedule for all linens and towels based on average life expectancy of materials.</p> <p>Bidder Response: All linens will be replaced when they are severely stained and cannot come clean or due to rips and tears. All linens will be replaced after 2 years of service or not being replaced due to stains or tears.</p>
<p>2</p>	<p>If for any reason the contracted laundry facility is inoperable, it will be the responsibility of the Contractor to maintain normal service for E.T. Mahoney State Park and Platte River State Park. Describe how normal service will be maintained if the contract laundry facility is inoperable.</p> <p>Bidder Response: Nishna Productions, Inc. has a plan in place with Genesis Development out of Indianola, Iowa, to operate as our backup, and vice versa, in case either operation is inoperable.</p>
<p>3</p>	<p>Contractor shall perform linen cleaning and packaging as shown in Attachment 1, Table 2. Contractor will provide MSDS Sheets for chemicals used in cleaning process. All materials used must be in accordance to industry standards including but not limited to: Linens delivered to the park shall be of high quality and free of odors and stains; shall not be thread bare, worn out or with holes and frayed edges. Items shall be wrapped and clearly labeled for easy identification of contents and sizes. Unacceptable items will be returned for exchange. Describe the process for packaging and labeling.</p> <p>Bidder Response: Nishna Productions will package linens per Attachment 1, Table 2. MSDS sheets are attached as Exhibit C.</p>
<p>4</p>	<p>Contractor will provide routine delivery/pickup as shown in Attachment 1, Table 3. This schedule was developed using occupancy rates from 2017. Delivery of clean linens and pickup of soiled linens will be to the E.T. Mahoney State Park's laundry facility. Attachment 2, Map shows locations within the park of this facility. Describe bidder's delivery schedule plan.</p> <p>Bidder Response: Delivery will be on the days specified on Attachment 2 and between the hours of 8 AM and 12 PM.</p>

<p>5</p>	<p>Contractor must provide/own an inventory of materials that will be adequate to maintain an in-park inventory (shown in Attachment 1, Table 4). This in-park inventory allows for enough linen supplies on-hand to change out lodging units based on visitor use and frequency of pickup. For all the park's lodging units, 4 linen changes-rotation of 1 in cabin, 1 in storage, 1 in laundry and en-route (either in units themselves or laundry house) throughout the year.</p> <p>The quantities of laundered materials have also been estimated in Attachment 1, Table 4. These quantities were based on the average number of cabin turnovers (check-in/checkouts) per week using occupancies and visitation patterns from 2017. In case of error in delivered supplies or shortages of linens due to high volume of use by park, the Contractor will arrange for additional linens to be delivered to the spending unit within 24 hours of notification by the area Superintendent or his/her designee.</p> <p>Bidder to describe in detail company policy, fully explaining the complete inventory fulfillment process.</p> <p>Bidder Response: As soon as the State and Nishna Productions signs a contract, Nishna will order the quantities required as stated in Attachment 1, Table 4. Nishna will order a surplus to have some on hand for replacements due to tears and stains for those that need immediate replacements. Nishna Productions will keep one-third of stated quantities for rotation purposes. In the event of an error in delivered supplies or a change in volume of use at the park, Nishna will work with the park to deliver linens within 24 hour's notice. In the event that it is due to ongoing high use, the two parties will work together to determine if more inventory needs to be added to the rotation. In the case of added inventory,</p>
<p>6</p>	<p>Due to changes in visitor use, Contractor will need to be flexible and prepared for periodic changes in inventory, delivery/pickup schedule, and laundered items beyond the estimations that have been provided. These changes may be due to a special event, weather, new facilities, etc. When and if possible the park will communicate with the Contractor in-advance of these changes. For example: Holiday season may require additional pickup and delivery.</p> <p>Bidder to describe how they will accommodate these changes in inventory, delivery/pick-up schedule and quantity of laundered items.</p> <p>Bidder Response: Nishna Productions will work with the Park to ensure adequate linens are on-hand when needed. If additional linens are needed to increase inventory, notice will be needed as all linen is purchased new and will need to be purchased and allow for shipping and laundering before delivery to the park. In the event of inclement weather and Nishna is unable to make delivery, Nishna will contact the park as soon as possible to notify them of no delivery in the morning.</p>
<p>7</p>	<p>The Contractor will meet with the Superintendent and the Housekeeping Supervisor biannually in the first year of contract to evaluate compliance of contract and communicate any concerns or issues. Meetings will be annually thereafter.</p> <p>Describe dedicated account representative and customer service plan and/or policy.</p> <p>Bidder Response: Nishna Productions POC will meet with Superintendent and Housekeeping Supervisor biannually then annually as per contract. Nishna policy and customer service is monthly follow-ups with either phone calls or face-to-face meetings when needed. Nishna's POC, or the backup, will be available within 24 business hours to address any issues that may arise. The POC has an agency cell phone to be able to be accessible via phone or email while out of the office.</p>

E. VALUE ADDED SERVICES

Bidder should provide a response to the following contractor requirement in the space provided below.

1	Describe any value added services the bidder intends to provide beyond the requirements of this RFP at no additional cost to the State.
	Bidder Response: Nishna Productions built the facility that houses the linen and textile services in 2012 to meet Green Street Criteria. The building is efficient which allows us to pass on savings to the customer.

Exhibit A



NISHN-1

OP ID: AH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Glienke Agency, L.L.C. 1200 Valley West Dr.; Ste 503 West Des Moines, IA 50266 Scott R. Glienke, CPCU, CIC	515-267-8555	CONTACT NAME: Scott R. Glienke, CPCU, CIC PHONE (A/C, No, Ext): 515-267-8555 FAX (A/C, No): 516-222-5999 E-MAIL ADDRESS: scott@theglienkeagency.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Nishna Productions, Inc. Sherri Clark 207 S. Third Red Oak, IA 51566	INSURER A:	West Bend Mutual 15350
	INSURER B:	United Heartland Services, Inc 29157
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			1882690 05	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIAB <input checked="" type="checkbox"/> ABUSE/MOLESTATION			1882690 05 1882690 05	07/01/2018 07/01/2018	07/01/2019 07/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRCJ <input type="checkbox"/> LOC <input type="checkbox"/> JECT <input type="checkbox"/> OTHER							GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP \$500 <input checked="" type="checkbox"/> COLL \$1000			1882690 05	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			1882690 05	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1800009336	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER To Whom it May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EXHIBIT B

E.T. Mahoney State Park/Platte River State Park

<u>Item</u>	<u>Quantity Picked-up</u>	<u>Quantity Delivered</u>
King Fitted Sheet		
King Flat Sheet		
Queen Fitted Sheet		
Queen Flat Sheet		
Twin XL Fitted Sheet		
Twin XL Flat Sheet		
King Mattress Pad		
Queen Mattress Pad		
Twin XL Mattress Pad		
Pillow Case - 42"x36"		
Pillow Case - 42"x46"		
Bath Towel		
Hand Towel		
Wash Cloth		
Bath Mat		
Kitchen Towel		
Kitchen Dish Cloth		

Park Staff: _____

Nishna: _____

Exhibit C

1. IDENTIFICATION

Product Name Tide Professional™ SC Laundry Detergent

Product Code(s) 5-10

Product ID: 97202555_PROF_NG

Product Type: Finished Product - Professional Use Only

Recommended Use Laundry Care

Restrictions on Use Use only as directed on label.

Manufacturer Procter & Gamble Professional
2 P&G Plaza
Cincinnati, Ohio 45202

Procter & Gamble Inc.
P.O. Box 355, Station A
Toronto, ON M5W 1C5

1-800-332-7787

E-mail Address pgsds.im@pg.com

Emergency Telephone Transportation (24 HR)
CHEMTREC - 1-800-424-9300
(U.S./ Canada) or 1-703-527-3887
Mexico toll free in country: 800-681-9531

2. HAZARD IDENTIFICATION

This product is classified under 29CFR 1910.1200(d) and the Canadian Hazardous Products Regulation as follows:.

Hazard Category

Acute toxicity - Oral Category 4
Eye Damage / Irritation Category 2A
Flammable Liquids

Signal Word WARNING

Hazard Statements Causes serious eye irritation
Harmful if swallowed

Hazard pictograms



Precautionary Statements - Prevention	Wash hands thoroughly after handling Do not eat, drink or smoke when using this product
Precautionary Statements - Response	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing If eye irritation persists: Get medical advice/attention IF SWALLOWED: Rinse with plenty of water Drink 1 or 2 glasses of water Call a POISON CENTER or doctor/physician if you feel unwell
Precautionary Statements - Storage	None
Precautionary Statements - Disposal	Dispose of contents/container in accordance with local regulation
Hazards not otherwise classified (HNOC)	None

3. COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients are listed according to 29CFR 1910.1200 Appendix D and the Canadian Hazardous Products Regulation

Chemical Name	Synonyms	Trade Secret	CAS-No	Weight %
Ethanol, 2-amino-, 2-hydroxy-1,2,3-propanetricarboxylate (1:?)	-	No	17863-38-6	5 - 10
Poly(oxy-1,2-ethanediyl), alpha-sulfo-omega-hydroxy-, C10-16-alkyl ethers, sodium salts	-	No	68585-34-2	5 - 10
MEA-Dodecylbenzenesulfonate	-	No	68910-32-7	1 - 5
Ceteareth-7	-	No	68439-49-6	1 - 5
Benzenesulfonic acid, mono-C10-16-alkyl derivs., sodium salts	-	No	68081-81-2	1 - 5
Propylene glycol	-	No	57-55-6	1 - 5
2,2'-Oxybisethanol	-	No	111-46-6	1 - 5
Aziridine, homopolymer, ethoxylated	-	No	68130-99-4	1 - 5
Dodecanoic acid, sodium salt (1:1)	-	No	629-25-4	1 - 5
Aziridine, polymer with 2-methyloxirane and oxirane	-	No	52501-07-2	1 - 5
Disodium tetraborate pentahydrate	-	No	12179-04-3	0.1 - 1.0
Glycine, N,N-bis[2-[bis(carboxymethyl)amino]ethyl]-, sodium salt (1:5)	-	No	140-01-2	0.1 - 1.0

4. FIRST AID MEASURES

First aid measures for different exposure routes

Eye contact	Rinse with plenty of water. Get medical attention immediately if irritation persists.
Skin contact	Rinse with plenty of water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Drink 1 or 2 glasses of water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

Inhalation Move to fresh air. If symptoms persist, call a physician.

Most important symptoms/effects, acute and delayed None under normal use conditions.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to Physician Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media Dry chemical, CO₂, alcohol-resistant foam or water spray.

Unsuitable Extinguishing Media None.

Special hazard None known.

Special protective equipment for fire-fighters As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

Specific hazards arising from the chemical None.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions Use personal protective equipment. Do not get in eyes, on skin, or on clothing.

Advice for emergency responders Use personal protective equipment as required.

Methods and materials for containment and cleaning up

Methods for containment Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal.

Methods for cleaning up Contain spillage, and then collect with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see section 13).

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Use personal protective equipment as required. Keep container closed when not in use. Never return spills in original containers for re-use. Keep out of the reach of children.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible products None known.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Guidelines .

Chemical Name	CAS-No	ACGIH TLV	OSHA PEL	Mexico PEL
Disodium tetraborate pentahydrate	12179-04-3	STEL: 6 mg/m ³ inhalable fraction TWA: 2 mg/m ³ inhalable fraction	(vacated) TWA: 10 mg/m ³	Mexico: TWA 1 mg/m ³

Chemical Name	CAS-No	Alberta	Quebec	Ontario TWAEV	British Columbia
Propylene glycol	57-55-6			TWA: 10 mg/m ³ TWA: 50 ppm TWA: 155 mg/m ³	
Disodium tetraborate pentahydrate	12179-04-3	TWA: 1 mg/m ³ STEL: 3 ppm	TWA: 1 mg/m ³	TWA: 2 mg/m ³ STEL: 6 mg/m ³	TWA: 2 mg/m ³ STEL: 6 mg/m ³

No relevant exposure guidelines for other ingredients

Exposure controls

Engineering Measures

Distribution, Workplace and Household Settings:

Ensure adequate ventilation

Product Manufacturing Plant (needed at Product-Producing Plant ONLY):

Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction

Personal Protective Equipment

Eye Protection

Distribution, Workplace and Household Settings:

No special protective equipment required

Product Manufacturing Plant (needed at Product-Producing Plant ONLY):

Use appropriate eye protection

Hand Protection

Distribution, Workplace and Household Settings:

No special protective equipment required

Product Manufacturing Plant (needed at Product-Producing Plant ONLY):

Protective gloves

Skin and Body Protection

Distribution, Workplace and Household Settings:

No special protective equipment required

Product Manufacturing Plant (needed at Product-Producing Plant ONLY):

Wear suitable protective clothing

Respiratory Protection

Distribution, Workplace and Household Settings:

No special protective equipment required

Product Manufacturing Plant (needed at Product-Producing Plant ONLY):

In case of insufficient ventilation wear suitable respiratory equipment

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State @20°C

liquid

Appearance

blue

Odor

Scented

Odor threshold

No information available

Property

Values

Note

pH value

8.1 - 8.5

Melting/freezing point

No information available

Boiling point/boiling range	98.9 - 102 °C / 210 - 216 °F	Product is an aqueous solution containing <= 24% alcohol and > 50% water
Flash point	65.6 °C / 150 °F	
Evaporation rate	No information available	
Flammability (solid, gas)	No information available	
Flammability Limits in Air		
Upper flammability limit	No information available	
Lower Flammability Limit	No information available	
Vapor pressure	No information available	
Vapor density	No information available	
Relative density	No information available	
Water solubility	100%	
Solubility in other solvents	No information available	
Partition coefficient: n-octanol/water	No information available	
Autoignition temperature	No information available	
Decomposition temperature	No information available	
Viscosity of Product	No information available	
VOC Content (%)	Products comply with US state and federal regulations for VOC content in consumer products.	

10. STABILITY AND REACTIVITY

Reactivity	None under normal use conditions.
Stability	Stable under normal conditions.
Hazardous polymerization	Hazardous polymerization does not occur.
Hazardous Reactions	None under normal processing.
Conditions to Avoid	None under normal processing.
Materials to avoid	None in particular.
Hazardous Decomposition Products	None under normal use.

11. TOXICOLOGICAL INFORMATION

Product Information

Information on likely routes of exposure

Inhalation	No known effect.
Skin contact	No known effect.
Ingestion	May be harmful if swallowed.
Eye contact	Causes serious eye irritation.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Acute toxicity	May be harmful if swallowed.
Skin corrosion/irritation	No known effect.
Serious eye damage/eye irritation	Causes serious eye irritation.
Skin sensitization	No known effect.
Respiratory sensitization	No known effect.
Germ cell mutagenicity	No known effect.
Neurological Effects	No known effect.
Reproductive toxicity	No known effect.
Developmental toxicity	No known effect.
Teratogenicity	No known effect.
STOT - single exposure	No known effect.
STOT - repeated exposure	No known effect.
Target Organ Effects	No known effect.
Aspiration hazard	No known effect.

Carcinogenicity No known effect.

Component Information

Chemical Name	CAS-No	LD50 Oral	LD50 Dermal	LC50 Inhalation
Poly(oxy-1,2-ethanediyl), alpha-sulfo-omega-hydroxy-, C10-16-alkyl ethers, sodium salts	68585-34-2	>2001 mg/kg	-	-
Benzenesulfonic acid, mono-C10-16-alkyl derivs., sodium salts	68081-81-2	1090.00 mg/kg (rat)	-	-
Propylene glycol	57-55-6	22000 mg/kg (rat)	2000 mg/kg (rabbit)	-
Aziridine, homopolymer, ethoxylated	68130-99-4	5000.00 mg/kg (rat)	-	-
Aziridine, polymer with 2-methyloxirane and oxirane	52501-07-2	2010.00 mg/kg (rat)	-	-
Glycine, N,N-bis[2-[bis(carboxymethyl)amino]ethyl]-, sodium salt (1:5)	140-01-2	> 5000 mg/kg bw (Read across data (test substance name not indicated); OECD 401; standard acute method; rat)	> 2000 mg/kg bw (OECD 402 and EU Method B.3; standard acute method; rat)	-

12. ECOLOGICAL INFORMATION

Ecotoxicity

The product is not expected to be hazardous to the environment.

Persistence and degradability No information available.

Bioaccumulative potential No information available.

Mobility No information available.

Other adverse effects No information available.

13. DISPOSAL CONSIDERATIONS

Waste treatment

Waste from Residues / Unused Products Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated packaging Disposal should be in accordance with applicable regional, national and local laws and regulations.

California Hazardous Waste Codes (non-household setting) 331

14. TRANSPORT INFORMATION

DOT Not regulated

IMDG Not regulated

IATA Not regulated

15. REGULATORY INFORMATION

U.S. Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302):

Chemical Name	CAS-No	Hazardous Substances RQs	Extremely Hazardous Substances RQs	CERCLA/SARA 302 TPQ
Sodium hydroxide	1310-73-2	1000 lb	-	
Potassium hydroxide	1310-58-3	1000 lb	-	

Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)

This product does not contain any substances regulated as hazardous air pollutants (HAPS) under Section 112 of the Clean Air Act Amendments of 1990.

Clean Water Act

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42):

Chemical Name	CAS-No	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Sodium hydroxide	1310-73-2	1000 lb	-	-	X
Potassium hydroxide	1310-58-3	1000 lb	-	-	X

California Proposition 65

This product is not subject to warning labeling under California Proposition 65.

U.S. State Regulations (RTK)

Chemical Name	CAS-No	New Jersey
Propylene glycol	57-55-6	X

Chemical Name	CAS-No	Pennsylvania
Propylene glycol	57-55-6	X
2,2'-Oxybisethanol	111-46-6	X
Ethanol	64-17-5	X
Disodium tetraborate pentahydrate	12179-04-3	X

International Inventories**United States**

All intentionally-added components of this product(s) are listed on the US TSCA Inventory.

Canada

This product is in compliance with CEPA for import by P&G.

Legend

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

CEPA - Canadian Environmental Protection Act

16. OTHER INFORMATION

HMIS Ratings
Health hazard

-

Flammability	2
Physical hazard	0
Health hazard	1
Flammability	2
Instability	0

Issuing Date: 20-Apr-2015

Revision Date: 20-Apr-2015

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text

End of SDS

1. IDENTIFICATION

Product Name Downy Professional™ Unscented Fabric Softener

Product Code(s) 5-20

Product ID: 96686632_PROF_NG

Product Type: Finished Product - Professional Use Only

Recommended Use Laundry Care

Restrictions on Use Use only as directed on label.

Manufacturer Procter & Gamble Professional
2 P&G Plaza
Cincinnati, Ohio 45202

Procter & Gamble Inc.
P.O. Box 355, Station A
Toronto, ON M5W 1C5

1-800-332-7787

E-mail Address pgsds.im@pg.com

Emergency Telephone Transportation (24 HR)
CHEMTREC - 1-800-424-9300
(U.S./ Canada) or 1-703-527-3887
Mexico toll free in country: 800-681-9531

2. HAZARD IDENTIFICATION

This product is classified under 29CFR 1910.1200(d) and the Canadian Hazardous Products Regulation as follows.:

Not Classified.

Hazard Statements None

Hazard pictograms None

Precautionary Statements - Prevention None

Precautionary Statements - Response None

Precautionary Statements - Storage None

Precautionary Statements - Disposal None

Hazards not otherwise classified (HNOC) None

3. COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients are listed according to 29CFR 1910.1200 Appendix D and the Canadian Hazardous Products Regulation

Hazardous ingredients None.

4. FIRST AID MEASURES

First aid measures for different exposure routes

Eye contact	Rinse with plenty of water. Get medical attention immediately if irritation persists.
Skin contact	Rinse with plenty of water. Get medical attention if irritation develops and persists.
Ingestion	Drink 1 or 2 glasses of water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.
Inhalation	Move to fresh air. If symptoms persist, call a physician.
Most important symptoms/effects, acute and delayed	None under normal use conditions.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to Physician Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media	Dry chemical, CO ₂ , alcohol-resistant foam or water spray. Dry chemical. Alcohol-resistant foam.
Unsuitable Extinguishing Media	None.
Special hazard	None known.
Special protective equipment for fire-fighters	As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.
Specific hazards arising from the chemical	None.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions	Use personal protective equipment. Do not get in eyes, on skin, or on clothing.
Advice for emergency responders	Use personal protective equipment as required.
Environmental precautions	Keep out of waterways. Do not discharge product into natural waters without pre-treatment

or adequate dilution.

Methods and materials for containment and cleaning up

Methods for containment	Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Prevent product from entering drains. Prevent further leakage or spillage if safe to do so.
Methods for cleaning up	Contain spillage, and then collect with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see section 13).

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling	Use personal protective equipment as required. Keep container closed when not in use. Never return spills in original containers for re-use. Keep out of the reach of children.
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Conditions for safe storage, including any incompatibilities

Storage Conditions	Keep containers tightly closed in a dry, cool and well-ventilated place.
Incompatible products	None known.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Guidelines	No exposure limits noted for ingredient(s).
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Exposure controls

Engineering Measures	Distribution, Workplace and Household Settings: Ensure adequate ventilation Product Manufacturing Plant (needed at Product-Producing Plant ONLY): Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction
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Personal Protective Equipment

Eye Protection	Distribution, Workplace and Household Settings: No special protective equipment required Product Manufacturing Plant (needed at Product-Producing Plant ONLY): Use appropriate eye protection
Hand Protection	Distribution, Workplace and Household Settings: No special protective equipment required Product Manufacturing Plant (needed at Product-Producing Plant ONLY): Protective gloves
Skin and Body Protection	Distribution, Workplace and Household Settings: No special protective equipment required

Product Manufacturing Plant (needed at Product-Producing Plant ONLY):
Wear suitable protective clothing

Respiratory Protection

Distribution, Workplace and Household Settings:
No special protective equipment required

Product Manufacturing Plant (needed at Product-Producing Plant ONLY):
In case of insufficient ventilation wear suitable respiratory equipment

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State @20°C	liquid
Appearance	white
Odor	None
Odor threshold	No information available

<u>Property</u>	<u>Values</u>	<u>Note</u>
pH value	2.7 - 3.8	
Melting/freezing point	No information available	
Boiling point/boiling range	84.4 - 90 °C / 184 - 194 °F	
Flash point	> 82.8 °C / > 181 °F	
Evaporation rate	No information available	
Flammability (solid, gas)	No information available	
Flammability Limits in Air		
Upper flammability limit	No information available	
Lower Flammability Limit	No information available	
Vapor pressure	No information available	
Vapor density	No information available	
Relative density	0.99	
Water solubility	100%	
Solubility in other solvents	No information available	
Partition coefficient: n-octanol/water	No information available	
Autoignition temperature	No information available	
Decomposition temperature	No information available	
Viscosity of Product	No information available	

VOC Content (%) Products comply with US state and federal regulations for VOC content in consumer products.

10. STABILITY AND REACTIVITY

Reactivity	None under normal use conditions.
Stability	Stable under normal conditions.
Hazardous polymerization	Hazardous polymerization does not occur.
Hazardous Reactions	None under normal processing.
Conditions to Avoid	None under normal processing.
Materials to avoid	None in particular.
Hazardous Decomposition Products	None under normal use.

11. TOXICOLOGICAL INFORMATION

Product Information

Information on likely routes of exposure

Inhalation No known effect.

Skin contact No known effect.
Ingestion No known effect.
Eye contact No known effect.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Acute toxicity No known effect.
Skin corrosion/irritation No known effect.
Serious eye damage/eye irritation No known effect.
Skin sensitization No known effect.
Respiratory sensitization No known effect.
Germ cell mutagenicity No known effect.
Neurological Effects No known effect.
Reproductive toxicity No known effect.
Developmental toxicity No known effect.
Teratogenicity No known effect.
STOT - single exposure No known effect.
STOT - repeated exposure No known effect.
Target Organ Effects No known effect.
Aspiration hazard No known effect.
Carcinogenicity No known effect.

Component Information

12. ECOLOGICAL INFORMATION

Ecotoxicity

The product is not expected to be hazardous to the environment.

Persistence and degradability No information available.
Bioaccumulative potential No information available.
Mobility No information available.
Other adverse effects No information available.

13. DISPOSAL CONSIDERATIONS

Waste treatment

Waste from Residues / Unused Products Disposal should be in accordance with applicable regional, national and local laws and regulations.
Contaminated packaging Disposal should be in accordance with applicable regional, national and local laws and regulations.
California Hazardous Waste Codes (non-household setting) 331

14. TRANSPORT INFORMATION

DOT Not regulated
IMDG Not regulated
IATA Not regulated

15. REGULATORY INFORMATION

U.S. Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302):

Chemical Name	CAS-No	Hazardous Substances RQs	Extremely Hazardous Substances RQs	CERCLA/SARA 302 TPQ
ammonium chloride	12125-02-9	5000 lb	-	

Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)

This product does not contain any substances regulated as hazardous air pollutants (HAPS) under Section 112 of the Clean Air Act Amendments of 1990.

Clean Water Act

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42):

Chemical Name	CAS-No	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
ammonium chloride	12125-02-9	5000 lb	-	-	X

California Proposition 65

This product is not subject to warning labeling under California Proposition 65. Ethanol is only considered a Proposition 65 developmental hazard when it is ingested as an alcoholic beverage.

U.S. State Regulations (RTK)

Chemical Name	CAS-No	Pennsylvania
Ethanol	64-17-5	X
ammonium chloride	12125-02-9	X

International Inventories

United States

All intentionally-added components of this product(s) are listed on the US TSCA Inventory.

Canada

This product is in compliance with CEPA for import by P&G.

Legend

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

CEPA - Canadian Environmental Protection Act

16. OTHER INFORMATION

HMIS Ratings

Health hazard

3

Flammability 2
Physical hazard 0

NFPA Ratings

Health hazard 3
Flammability 2
Instability 0

Issuing Date: 09-Jan-2015

Revision Date: 07-Apr-2015

Disclaimer

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End of SDS



SAFETY DATA SHEET

Issuing Date May 28, 2015

Revision Date New

Revision Number 0

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING

Product identifier

Product Name Clorox® Bleach - P&G Proline™ On-Premise Laundry/Institutional

Other means of identification

Synonyms PGP Product # 5-30

Recommended use of the chemical and restrictions on use

Recommended use Laundry bleach for use in P&G Proline™ systems

Uses advised against No information available

Details of the supplier of the safety data sheet

Supplier Address

Clorox Professional Products Company
1221 Broadway
Oakland, CA 94612

Phone: 1-510-271-7000

Emergency telephone number

Emergency Phone Numbers

For Medical Emergencies, call: 1-800-446-1014
For Transportation Emergencies, call Chemtrec: 1-800-424-9300

2. HAZARDS IDENTIFICATION


Classification

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200).

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1

GHS Label elements, including precautionary statements

Emergency Overview

Signal word	Danger		
Hazard Statements			
Causes severe skin burns and eye damage			
Causes serious eye damage			
			
Appearance	Clear, pale yellow	Physical State	Thin liquid
			Odor Bleach

Precautionary Statements - Prevention

Wash face, hands and any exposed skin thoroughly after handling.
 Wear protective gloves, protective clothing, face protection, and eye protection such as safety glasses.

Precautionary Statements - Response

Immediately call a poison center or doctor.
 If swallowed: Rinse mouth. Do NOT induce vomiting.
 If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water.
 Wash contaminated clothing before reuse.
 If inhaled: Remove person to fresh air and keep comfortable for breathing.
 Specific treatment (see supplemental first aid instructions on this label).
 If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

Precautionary Statements - Storage

Store locked up.

Precautionary Statements - Disposal

Dispose of contents in accordance with all applicable federal, state, and local regulations.

Hazards not otherwise classified (HNOC)

Although not expected, heart conditions or chronic respiratory problems such as asthma, chronic bronchitis, or obstructive lung disease may be aggravated by exposure to high concentrations of vapor or mist.

Product contains a strong oxidizer. Always flush drains before and after use.

Unknown Toxicity

Not applicable.

Other information

Very toxic to aquatic life with long lasting effects.

Interactions with Other Chemicals

Reacts with other household chemicals such as toilet bowl cleaners, rust removers, acids, or products containing ammonia to produce hazardous irritating gases, such as chlorine and other chlorinated compounds.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS-No	Weight %	Trade Secret
Sodium hypochlorite	7681-52-9	5 - 10	*

* The exact percentage (concentration) of composition has been withheld as a trade secret.

4. FIRST AID MEASURES**First aid measures****General Advice**

Call a poison control center or doctor immediately for treatment advice. Show this safety data sheet to the doctor in attendance.

Eye Contact

Hold eye open and rinse slowly and gently with water for 15 - 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

Skin Contact

Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

Inhalation

Move to fresh air. If breathing is affected, call a doctor.

Ingestion

Have person sip a glassful of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. Call a poison control center or doctor immediately for treatment advice.

Protection of First-aiders

Avoid contact with skin, eyes, and clothing. Use personal protective equipment as required. Wear personal protective clothing (see section 8).

Most important symptoms and effects, both acute and delayed**Most Important Symptoms and Effects**

Burning of eyes and skin.

Indication of any immediate medical attention and special treatment needed**Notes to Physician**

Treat symptomatically. Probable mucosal damage may contraindicate the use of gastric lavage.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable Extinguishing Media

CAUTION: Use of water spray when fighting fire may be inefficient.

Specific Hazards Arising from the Chemical

This product causes burns to eyes, skin, and mucous membranes. Thermal decomposition can release sodium chlorate and irritating gases and vapors.

Explosion Data

Sensitivity to Mechanical Impact None.

Sensitivity to Static Discharge None.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal Precautions

Avoid contact with eyes, skin, and clothing. Ensure adequate ventilation. Use personal protective equipment as required. For spills of multiple products, responders should evaluate the MSDSs of the products for incompatibility with sodium hypochlorite. Breathing protection should be worn in enclosed and/or poorly-ventilated areas until hazard assessment is complete.

Other Information

Refer to protective measures listed in Sections 7 and 8.

Environmental precautions

Environmental Precautions

This product is toxic to fish, aquatic invertebrates, oysters, and shrimp. Do not allow product to enter storm drains, lakes, or streams. See Section 12 for ecological information.

Methods and material for containment and cleaning up

Methods for Containment

Prevent further leakage or spillage if safe to do so.

Methods for Cleaning Up

Absorb and containerize. Wash residual down to sanitary sewer. Contact the sanitary treatment facility in advance to assure ability to process washed-down material.

7. HANDLING AND STORAGE

Precautions for safe handling

Handling Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes, and clothing. Do not eat, drink, or smoke when using this product.

Conditions for safe storage, including any incompatibilities

Storage Store away from children. Reclose cap tightly after each use. Store this product upright in a cool, dry area, away from direct sunlight and heat to avoid deterioration. Do not contaminate food or feed by storage of this product.

Incompatible Products Toilet bowl cleaners, rust removers, acids, and products containing ammonia.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Sodium hypochlorite 7681-52-9	None	None	None

ACGIH TLV: American Conference of Governmental Industrial Hygienists - Threshold Limit Value. OSHA PEL: Occupational Safety and Health Administration - Permissible Exposure Limits. NIOSH IDLH: Immediately Dangerous to Life or Health.

Appropriate engineering controls

Engineering Measures Showers
Eyewash stations
Ventilation systems

Individual protection measures, such as personal protective equipment

Eye/Face Protection If splashes are likely to occur: Wear safety glasses with side shields (or goggles) or face shield.

Skin and Body Protection Wear rubber or neoprene gloves and protective clothing such as long-sleeved shirt.

Respiratory Protection If irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

Hygiene Measures Handle in accordance with good industrial hygiene and safety practice. Wash hands after direct contact. Do not wear product-contaminated clothing for prolonged periods. Remove and wash contaminated clothing before re-use. Do not eat, drink, or smoke when using this product.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical and Chemical Properties

Physical State	Thin liquid	Odor	Bleach
Appearance	Clear	Odor Threshold	No information available
Color	Pale yellow		

<u>Property</u>	<u>Values</u>	<u>Remarks/ Method</u>
pH	~12	None known
Melting/freezing point	No data available	None known
Boiling point / boiling range	No data available	None known
Flash Point	Not flammable	None known
Evaporation rate	No data available	None known
Flammability (solid, gas)	No data available	None known
Flammability Limits in Air		
Upper flammability limit	No data available	None known
Lower flammability limit	No data available	None known
Vapor pressure	No data available	None known
Vapor density	No data available	None known
Specific Gravity	~1.1	None known
Water Solubility	Soluble	None known
Solubility in other solvents	No data available	None known
Partition coefficient: n-octanol/water	No data available	None known
Autoignition temperature	No data available	None known
Decomposition temperature	No data available	None known
Kinematic viscosity	No data available	None known
Dynamic viscosity	No data available	None known
Explosive Properties	Not explosive	
Oxidizing Properties	No data available	

Other Information

Softening Point	No data available
VOC Content (%)	No data available
Particle Size	No data available
Particle Size Distribution	No data available

10. STABILITY AND REACTIVITY

Reactivity

Reacts with other household chemicals such as toilet bowl cleaners, rust removers, acids, or products containing ammonia to produce hazardous irritating gases, such as chlorine and other chlorinated compounds.

Chemical stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Conditions to avoid

None known based on information supplied.

Incompatible materials

Toilet bowl cleaners, rust removers, acids, and products containing ammonia.

Hazardous Decomposition Products

None known based on information supplied.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Product Information

- Inhalation** Exposure to vapor or mist may irritate respiratory tract and cause coughing. Inhalation of high concentrations may cause pulmonary edema.
- Eye Contact** Corrosive. May cause severe damage to eyes.
- Skin Contact** May cause severe irritation to skin. Prolonged contact may cause burns to skin.
- Ingestion** Ingestion may cause burns to gastrointestinal tract and respiratory tract, nausea, vomiting, and diarrhea.

Component Information

Chemical Name	LD50 Oral	LD50 Dermal	LC50 Inhalation
Sodium hypochlorite 7681-52-9	8200 mg/kg (Rat)	>10000 mg/kg (Rabbit)	-

Information on toxicological effects

- Symptoms** May cause redness and tearing of the eyes. May cause burns to eyes. May cause redness or burns to skin. Inhalation may cause coughing.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

- Sensitization** No information available.
- Mutagenic Effects** No information available.
- Carcinogenicity** The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical Name	ACGIH	IARC	NTP	OSHA
Sodium hypochlorite 7681-52-9	-	Group 3	-	-

*IARC (International Agency for Research on Cancer)
Group 3 - Not Classifiable as to Carcinogenicity in Humans*

- Reproductive Toxicity** No information available.
- STOT - single exposure** No information available.
- STOT - repeated exposure** No information available.
- Chronic Toxicity** Carcinogenic potential is unknown.
- Target Organ Effects** Respiratory system, eyes, skin, gastrointestinal tract (GI).
- Aspiration Hazard** No information available.

Numerical measures of toxicity - Product Information

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral)

54 g/kg

ATEmix (inhalation-dust/mist)

58 mg/L

12. ECOLOGICAL INFORMATION

Ecotoxicity

Very toxic to aquatic life with long lasting effects.

This product is toxic to fish, aquatic invertebrates, oysters, and shrimp. Do not allow product to enter storm drains, lakes, or streams.

Persistence and Degradability

No information available.

Bioaccumulation

No information available.

Other adverse effects

No information available.

13. DISPOSAL CONSIDERATIONS

Disposal methods

Dispose of in accordance with all applicable federal, state, and local regulations. Do not contaminate food or feed by disposal of this product.

Contaminated Packaging

Do not reuse empty containers. Dispose of in accordance with all applicable federal, state, and local regulations.

14. TRANSPORT INFORMATION

DOT

NOT REGULATED.

TDG

UN-No	UN3082
Proper Shipping Name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
Hazard Class	9
Packing Group	III
Description	UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE), 9, III, MARINE POLLUTANT

ICAO

UN-No	UN3082
Proper Shipping Name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
Hazard Class	9
Packing Group	III
Description	UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE), 9, III

IATA

UN-No UN3082
 Proper Shipping Name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
 Hazard Class 9
 Packing Group III
 Description UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE), 9, III

IMDG/IMO

UN-No UN3082
 Proper Shipping Name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
 Hazard Class 9
 Packing Group III
 EmS No. F-A, S-F
 Marine Pollutant Product is a marine pollutant according to the criteria set by IMDG/IMO
 Description UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE), 9, III, MARINE POLLUTANT

15. REGULATORY INFORMATION

Chemical Inventories

TSCA All components of this product are either on the TSCA 8(b) Inventory or otherwise exempt from listing.
DSL/NDSL All components are on the DSL or NDSL.

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
 DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

U.S. Federal Regulations

SARA 313
 Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

SARA 311/312 Hazard Categories

Acute Health Hazard	Yes
Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Sodium hypochlorite 7681-52-9	100 lb			X

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

Chemical Name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	RQ
Sodium hypochlorite 7681-52-9	100 lb	--	RQ 100 lb final RQ RQ 45.4 kg final RQ

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania	Rhode Island	Illinois
Sodium hypochlorite 7681-52-9	X	X	X	X	
Sodium chlorate 7775-09-9	X	X	X		

International Regulations**Canada****WHMIS Hazard Class**

E - Corrosive material

**16. OTHER INFORMATION**

NFPA Health Hazard 3 Flammability 0 Instability 0 Physical and Chemical Hazards -

HMIS Health Hazard 3 Flammability 0 Physical Hazard 0 Personal Protection B

Prepared By Product Stewardship
23 British American Blvd.
Latham, NY 12110
1-800-572-6501

Revision Date New

Revision Note New

Reference INT0052

General Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal, and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

ASEPTICARE

Section 1. Chemical product and company identification

Product name : ASEPTICARE
Recommended use and restrictions : disinfectant
 Use only for the purpose on the product label.

Product dilution information : Not applicable

Supplier's information : Airkem Professional Products Division of Ecolab Inc.
 370 N. Wabasha St.
 St. Paul, MN 55102
 1-800-332-6522

Code : 975524
Date of issue : 10 Oct 2013
EPA Registration No. : 42964-17
 EMERGENCY HEALTH INFORMATION: 1-800-328-0026
 Outside United States and Canada CALL 1-651-222-5352 (in USA)

Section 2. Hazards identification

GHS Classification : **Product AS SOLD**
 : FLAMMABLE AEROSOLS. - Category 2
 GASES UNDER PRESSURE - Compressed gas
 ACUTE TOXICITY: ORAL - Category 4
 SKIN CORROSION/IRRITATION - Category 2
 SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 2A

GHS label elements

Signal word : Warning

Symbol : 

Hazard statements : Flammable aerosol.
 Contains gas under pressure; may explode if heated.
 Harmful if swallowed.
 Causes serious eye irritation.
 Causes skin irritation.

Precautionary statements

Prevention : Wear protective gloves. Wear eye or face protection. Keep away from heat, sparks, open flames and hot surfaces. - No smoking.
 Pressurized container: Do not pierce or burn, even after use. Wash hands thoroughly after handling.

Response :

Product AT USE DILUTION
 Data not available - Refer to Product AS SOLD

Section 2. Hazards identification

IF SWALLOWED: Call a POISON CENTER or physician if you feel unwell. Rinse mouth. IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing. Wash contaminated clothing before reuse. If skin irritation occurs: Get medical attention. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.

- Storage** : Protect from sunlight. Do not expose to temperatures exceeding 50 °C/122 °F. Store in a well-ventilated place.
- Disposal** : See section 13 for waste disposal information.
- Other hazards** : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Product AS SOLD

Hazardous ingredients	Concentration Range (%)	CAS number
n-Alkyl (60% C14, 30% C16, 5% C12, 5% C18) dimethyl benzyl ammonium chlorides	0.15	68391-01-5
n-Alkyl (68% C12, 32% C14) dimethyl ethylbenzyl ammonium chlorides	0.15	85409-23-0
ethanol	62.74	64-17-5

Product AT USE DILUTION

Hazardous ingredients	Concentration Range (%)	CAS number
Data not available - Refer to Product AS SOLD		

Section 4. First aid measures

	Product AS SOLD	Product AT USE DILUTION
Eye contact	: In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation persists.	Data not available - Refer to Product AS SOLD
Skin contact	: Take off contaminated clothing. Wash with plenty of soap and water. Continue to rinse for at least 15 minutes. Get medical attention if irritation persists. Wash clothing before reuse.	
Inhalation	: If inhaled, remove to fresh air. If not breathing, give artificial respiration. Get medical attention immediately.	
Ingestion	: Call medical doctor or poison control center immediately. Rinse mouth. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person.	

Section 4. First aid measures

- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.
- Notes to physician** : In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

See toxicological information (section 11)

Section 5. Fire-fighting measures

Product AS SOLD

- Suitable fire extinguishing media** : Use water spray, fog or foam.
- Specific hazards arising from the chemical** : Flammable aerosol. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. Gas may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back, causing fire or explosion. Bursting aerosol containers may be propelled from a fire at high speed. Runoff to sewer may create fire or explosion hazard.
- Hazardous thermal decomposition products** : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
halogenated compounds
carbonyl halides
- Specific fire-fighting methods** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

	Product AS SOLD	Product AT USE DILUTION
Personal precautions	: Use personal protective equipment as required.	Data not available - Refer to Product AS SOLD
Environmental precautions	: Avoid contact of large amounts of spilled material and runoff with soil and surface waterways.	
Methods for cleaning up	: Use a water rinse for final clean-up.	

Section 7. Handling and storage

	Product AS SOLD	Product AT USE DILUTION
Handling	: Do not ingest. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Store and use away from heat, sparks, open flame or any other ignition source. Liquid and vapor under pressure. Do not puncture, incinerate or store the container at temperatures above 49°C (120°F) or in direct sunlight. Use only with adequate ventilation. Wash thoroughly after handling.	Data not available - Refer to Product AS SOLD
Storage	: Keep out of reach of children. Keep container tightly closed. Keep container tightly closed and sealed until ready for use. Keep container in a cool, well-ventilated area. Avoid all possible sources of ignition (spark or flame). Do not puncture or incinerate container.	

Section 7. Handling and storage

Store between the following temperatures: 5 and 45°C

Section 8. Exposure controls/personal protection

Control parameters

Ingredient name	Exposure limits
ALCOHOL	ACGIH TLV (United States, 3/2012). STEL: 1000 ppm 15 minutes. OSHA PEL (United States, 6/2010). TWA: 1900 mg/m ³ 8 hours. TWA: 1000 ppm 8 hours. NIOSH REL (United States, 6/2009). TWA: 1000 ppm 10 hours. TWA: 1900 mg/m ³ 10 hours.
HYDROFLUOROCARBON 152A	AIHA WEEL (United States, 10/2011). TWA: 1000 ppm 8 hours.

Product AS SOLD

Appropriate engineering controls : Use only with adequate ventilation. If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits.

Product AT USE DILUTION
 Data not available - Refer to Product AS SOLD

Personal protection

- Eye protection** : Wear eye protection.
- Hand protection** : Use chemical-resistant, impervious gloves.
- Skin protection** : No protective equipment is needed under normal use conditions.
- Respiratory protection** : A respirator is not needed under normal and intended conditions of product use.
- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing.

Section 9. Physical and chemical properties

- Product AS SOLD**
- Physical state** : Aerosol
 - Color** : Colorless to light yellow
 - Odor** : Floral
 - pH** : 11 to 12.5 (100%)
 - Flash point** : Not applicable.

Product AT USE DILUTION
 Data not available - Refer to Product AS SOLD

Section 9. Physical and chemical properties

Explosion limits	: Not available.
Flammability (solid, gas)	: Not available.
Melting point	: Not available.
Boiling point	: Not available.
Evaporation rate (butyl acetate = 1)	: Not available.
Vapor pressure	: Not available.
Vapor density	: Not available.
Relative density	: 0.845 (Water = 1)
Solubility	: Not available.
Partition coefficient: n-octanol/water	: Not available.
Auto-ignition temperature	: Not available.
Decomposition temperature	: Not available.
Odor threshold	: Not available.
Viscosity	: Not available.

Aerosol product

Type of aerosol	: Spray
Heat of combustion	: 16.91 kJ/g
Ignition distance	: Not available.
Flame height	: Not available.
Flame duration	: Not available.

Section 10. Stability and reactivity

Product AS SOLD

Stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: Avoid all possible sources of ignition (spark or flame).
Materials to avoid	: Slightly reactive or incompatible with the following materials: acids.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Route of exposure : Skin contact, Eye contact, Inhalation, Ingestion

Product AS SOLD

Symptoms

Eye contact	: Adverse symptoms may include the following: pain or irritation watering redness
Skin contact	: Adverse symptoms may include the following: irritation redness
Inhalation	:

Product AT USE DILUTION

Data not available - Refer to Product AS SOLD

Section 11. Toxicological information

Adverse symptoms may include the following:
respiratory tract irritation
coughing

Ingestion : No specific data.

Acute toxicity

Eye contact : Causes serious eye irritation.

Skin contact : Causes skin irritation.

Inhalation : No known significant effects or critical hazards.

Ingestion : Harmful if swallowed.

Toxicity data

Product/ingredient name

ethanol	LC50 Inhalation	Rat	117 mg/l
	Vapor		
difluoroethane	LD50 Dermal	Rabbit	15800 mg/kg
	LD50 Oral	Rat	10470 mg/kg
	LC50 Inhalation	Rat	>437500 ppm
	Gas.		

Chronic toxicity

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Section 12. Ecological information

Product AS SOLD

Ecotoxicity : No known significant effects or critical hazards.

Aquatic and terrestrial toxicity

Product/ingredient name	Result	Species	Exposure
Not available.			

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Product AS SOLD

Disposal methods : Avoid disposal. Attempt to use product completely in accordance with intended use. Disposal should be in accordance with applicable regional, national and local laws and regulations. Do not puncture or incinerate container. Discard empty container in trash.

RCRA classification : Unused product is D002 (Corrosive)

Product AT USE DILUTION

Data not available - Refer to Product AS SOLD

Section 14. Transport information

Certain shipping modes or package sizes may have exceptions from the transport regulations. The classification provided may not reflect those exceptions and may not apply to all shipping modes or package sizes.

DOT

DOT Classification UN1950
 DOT Proper shipping name Aerosols, flammable
 Class 2.1
 Packing group -

IMO/IMDG

IMO/IMDG Classification UN1950
 IMO/IMDG Proper shipping name AEROSOLS, FLAMMABLE
 Class 2.1
 Packing group -

For transport in bulk, see shipping documents for specific transportation information.

Product AT USE DILUTION

Not intended for transport.

Section 15. Regulatory information

Product AS SOLD

U.S. Federal regulations

TSCA 8(b) inventory : All components are listed or exempted.
 EPA Registration No. : 42964-17
 SARA 302/304/311/312 extremely hazardous substances: No listed substance
 SARA 302/304 emergency planning and notification: No listed substance

SARA 313	Product name	CAS number	Concentration
Form R - Reporting requirements	: No listed substance		

California Prop. 65 : No listed substance

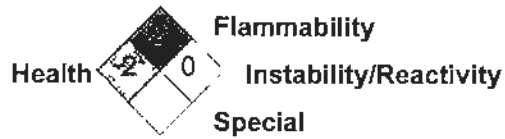
Section 16. Other information

Product AS SOLD

Hazardous Material Information System (U.S.A.) :

Health	*	2
Flammability		2
Physical hazards		0

National Fire Protection Association (U.S.A.) :

Section 16. Other information

NFPA Aerosol Level : Level 1

Date of issue : 10 Oct 2013

Prepared by : Regulatory Affairs
1-800-352-5326

Notice to reader

The above information is believed to be correct with respect to the formula used to manufacture the product in the country of origin. As data, standards, and regulations change, and conditions of use and handling are beyond our control, NO WARRANTY, EXPRESS OR IMPLIED, IS MADE AS TO THE COMPLETENESS OR CONTINUING ACCURACY OF THIS INFORMATION.



Safety Data Sheet

Spartan Chemical Company, Inc.

Revision Date: 04-Aug-2015

1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier

Product Name: CLOTHESLINE FRESH LIQUID ALKALI [16]
Product Number: 7016
Recommended Use: Laundry additive
Uses Advised Against: For Industrial and Institutional Use Only

Manufacturer/Supplier: Spartan Chemical Company, Inc.
1110 Spartan Drive
Maumee, Ohio 43537 USA
800-537-8990 (Business hours)
www.spartanchemical.com

24 Hour Emergency Phone Numbers:
Medical Emergency/Information: 888-314-6171
Transportation/Spill/Leak: CHEMTREC 800-424-9300

2. HAZARDS IDENTIFICATION

GHS Classification

Skin Corrosion/Irritation: Category 1 Sub-category A
Serious Eye Damage/Eye Irritation: Category 1
Corrosive to Metals: Category 1

GHS Label Elements

Signal Word:

Danger

Symbols:



Hazard Statements: Causes severe skin burns and serious eye damage.
May be corrosive to metals.

Precautionary Statements:

Prevention:

Do not breathe mist, vapors or spray.
Wash hands and any exposed skin thoroughly after handling.
Wear protective gloves. Wear eye / face protection. Wear protective clothing.
Keep in original or other corrosion resistant container.

Response:

-Eyes

IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

-Skin

IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. Wash contaminated clothing before reuse.

-Inhalation:

IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.

-Ingestion:

IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

-Specific Treatment:

See Safety Data Sheet Section 4: "FIRST AID MEASURES" for additional information.

Spill:

Absorb spillage to prevent material damage.

Storage:

Store locked up. Store in corrosion resistant container.

Disposal: Dispose of contents and container in accordance with local, state and federal regulations.

Hazards Not Otherwise Classified: Not Applicable

Other Information:

- Corrosive.
- Harmful or fatal if swallowed.
- Harmful contact may not cause immediate pain.
- Inhalation of vapors or mist may cause respiratory irritation or damage.
- Take off and destroy contaminated shoes.
- Keep out of reach of children.
- NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No	Weight-%
water	7732-18-5	40-70
sodium hydroxide	1310-73-2	15-40
potassium hydroxide	1310-58-3	0.1-1

Specific chemical identity and/or exact percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

-Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN.

-Skin Contact: Take off immediately all contaminated clothing and shoes. Rinse with water or shower for at least 15 minutes. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN. Wash contaminated clothing before reuse. Discard or destroy contaminated shoes.

-Inhalation: Remove victim to fresh air and keep at rest in a position comfortable for breathing. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN.

-Ingestion: Rinse mouth. Do NOT induce vomiting. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN. Never give anything by mouth to an unconscious person.

Note to Physicians: NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media: Product does not support combustion, Use extinguishing agent suitable for type of surrounding fire

Specific Hazards Arising from the Chemical: Dried product is capable of burning. Combustion products are toxic.

Hazardous Combustion Products: May include Carbon monoxide Carbon dioxide and other toxic gases or vapors.

Protective Equipment and Precautions for Firefighters: Wear MSHA/NIOSH approved self-contained breathing apparatus (SCBA) and full protective gear. Cool fire-exposed containers with water spray.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Avoid contact with skin, eyes or clothing. Use personal protective equipment as required.

Environmental Precautions: Do not rinse spill onto the ground, into storm sewers or bodies of water.

Methods for Clean-Up: Prevent further leakage or spillage if safe to do so. Contain and collect spillage with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see Section 13).

7. HANDLING AND STORAGE

Advice on Safe Handling: Handle in accordance with good industrial hygiene and safety practice. Wash thoroughly after handling.

Storage Conditions: Keep containers tightly closed in a dry, cool and well-ventilated place. Keep out of the reach of children. Keep from freezing.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Occupational Exposure Limits:

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH
sodium hydroxide 1310-73-2	Ceiling: 2 mg/m ³	TWA: 2 mg/m ³ (vacated) Ceiling: 2 mg/m ³	IDLH: 10 mg/m ³ Ceiling: 2 mg/m ³
potassium hydroxide 1310-58-3	Ceiling: 2 mg/m ³	(vacated) Ceiling: 2 mg/m ³	Ceiling: 2 mg/m ³

Engineering Controls:

Provide good general ventilation.
If work practices generate dust, fumes, gas, vapors or mists which expose workers to chemicals above the occupational exposure limits, local exhaust ventilation or other engineering controls should be considered.
Eye wash stations and shower facilities should be readily accessible in areas where the product is handled.

Personal Protective Equipment

Eye/Face Protection:

Wear splash goggles. For severe use-conditions, wear a face shield over the goggles.

Skin and Body Protection:

Wear rubber or other chemical-resistant gloves. Use of impervious apron, boots and other protective equipment should be considered in order to prevent or minimize contact with this product.

Respiratory Protection:

Not required with expected use.
If occupational exposure limits are exceeded or respiratory irritation occurs, use of a NIOSH/MSHA approved respirator suitable for the use-conditions and chemicals in Section 3 should be considered.

General Hygiene Considerations:

Wash hands and any exposed skin thoroughly after handling.
See 29 CFR 1910.132-138 for further guidance.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance/Physical State:	Liquid
Color:	Clear
Odor:	Mild
pH:	13.5-14.0
Melting Point / Freezing Point:	No information available.
Boiling Point / Boiling Range:	100 °C / 212 °F
Flash Point:	> 100 °C / > 212 °F ASTM D56
Evaporation Rate:	< 1 (BuAc = 1)
Flammability (solid, gas)	No information available.
Upper Flammability Limit:	No information available.
Lower Flammability Limit:	No information available.
Vapor Pressure:	No information available.
Vapor Density:	No information available.
Specific Gravity:	1.352
Solubility(ies):	Soluble in water
Partition Coefficient:	No information available.
Autoignition Temperature:	No information available.
Decomposition Temperature:	No information available.
Viscosity:	No information available.

10. STABILITY AND REACTIVITY

Reactivity:

This material is considered to be non-reactive under normal conditions of use.

Chemical Stability:

Stable under normal conditions.

Possibility of Hazardous Reactions: Contact with aluminum or other reactive metals may release hydrogen gas.
Conditions to Avoid: Extremes of temperature and direct sunlight.
Incompatible Materials: Strong oxidizing agents. Strong acids.
Hazardous Decomposition Products: May include carbon monoxide, carbon dioxide (CO₂) and other toxic gases or vapors.

11. TOXICOLOGICAL INFORMATION

Likely Routes of Exposure: Eyes, Skin, Ingestion, Inhalation.
Symptoms of Exposure:
-Eye Contact: Pain, redness, swelling of the conjunctiva and tissue damage. Eye contact may cause permanent damage.
-Skin Contact: Pain, redness, blistering and possible chemical burn.
-Inhalation: Irritation or damage to the mucus membranes of the respiratory tract. Nasal discomfort and coughing.
-Ingestion: Damage or chemical burns to mouth, throat and stomach. Pain, nausea, vomiting and diarrhea.

Immediate, Delayed, Chronic Effects

Product Information: Data not available or insufficient for classification.

Target Organ Effects: -Eyes. Respiratory System. -Skin.

Numerical Measures of Toxicity

The following acute toxicity estimates (ATE) are calculated based on the GHS document.

ATEmix (dermal): 4299 mg/kg

Component Acute Toxicity Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
water 7732-18-5	> 90 mL/kg (Rat)	Not Available	Not Available
sodium hydroxide 1310-73-2	Not Available	= 1350 mg/kg (Rabbit)	Not Available
potassium hydroxide 1310-58-3	= 214 mg/kg (Rat)	Not Available	Not Available

Carcinogenicity: No components present at 0.1% or greater are listed as to being carcinogens by ACGIH, IARC, NTP or OSHA.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Chemical Name	Algae/Aquatic Plants	Fish	Toxicity to Microorganisms	Crustacea
sodium hydroxide 1310-73-2	Not Available	45.4: 96 h Oncorhynchus mykiss mg/L LC50 static	Not Available	Not Available
potassium hydroxide 1310-58-3	Not Available	80: 96 h Gambusia affinis mg/L LC50 static	Not Available	Not Available

Persistence and Degradability: No information available.

Bioaccumulation: No information available.

Other Adverse Effects: No information available.

13. DISPOSAL CONSIDERATIONS

Disposal of Wastes: Dispose of in accordance with federal, state and local regulations.
Contaminated Packaging: Dispose of in accordance with federal, state and local regulations.
US EPA Waste Number: D002

14. TRANSPORT INFORMATION

DOT:

UN/ID No: UN1760
Proper Shipping Name: Corrosive Liquid, n.o.s., (contains sodium hydroxide, potassium hydroxide)
Hazard Class: 8
Packing Group: II
Special Provisions: Shipping descriptions may vary based on mode of transport, quantities, package size, and/or origin and destination. Check with a trained hazardous materials transportation expert for information specific to your situation.

IMDG:

UN/ID No: UN 1760
Proper Shipping Name: Corrosive Liquid, n.o.s., (contains sodium hydroxide, potassium hydroxide)
Hazard Class: 8
Packing Group: II

15. REGULATORY INFORMATION

TSCA Status: (Toxic Substance Control Act Section 8(b) Inventory)

All chemical substances in this product are included on or exempted from listing on the TSCA Inventory of Chemical Substances.

SARA 313

This product does not contain listed substances above the "de minimus" level

SARA 311/312 Hazard Categories

Acute Health Hazard:	Yes
Chronic Health Hazard:	No
Fire Hazard:	No
Sudden release of pressure hazard:	No
Reactive Hazard:	No

California Proposition 65

This product is not subject to warning requirements under California Proposition 65.

16. OTHER INFORMATION

NFPA	Health Hazards: 3	Flammability: 0	Instability: 1	Special: N/A
HMIS	Health Hazards: 3	Flammability: 0	Physical Hazards: 1	

Revision Date: 04-Aug-2015
Reasons for Revision: Section 13 and 14

Disclaimer:

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

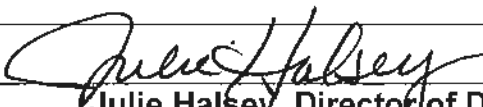
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Nishna Productions, Inc.
COMPLETE ADDRESS:	902 Day St., PO Box 70, Shenandoah, IA 51601
TELEPHONE NUMBER:	712-246-1242
FAX NUMBER:	712-246-1243
DATE:	04/23/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Julie Halsey, Director of Day Services

Nishna Productions, Inc.
Linen & Textile Services

Bid Proposal
E.T. Mahoney State Park & Platte River State Park
RFP 6041 Z1
ORIGINAL

April 24, 2019

Nishna Productions, Inc.
Linen & Textile Services

Technical Approach
E.T. Mahoney State Park & Platte River State Park
RFP 6041 Z1

April 24, 2019

I PART I. TECHNICAL APPROACH

Nishna Productions, Inc. is a non-profit agency located in Red Oak, Iowa, that was started in 1974. Our linen and textile services was started in 2013 in a newly constructed building in 2012. The linen and textile services is in a 4,200 square foot facility with approximately \$200,000 in upgrades in 2018. We purchased 3 new washers and 3 new dryers in November, 2018, we have a brand new 120" ironer, running new gas lines, new water lines to the machines, new electrical lines, and have a new 2019 delivery truck.

Nishna Textile & Linen Service (NTLS) goal is to meet needs of Healthcare and Hospitality customers on the market place. NTLS has a capacity of processing up to 1.2 million lbs. per year.

Nishna Productions will provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the Laundry Service, (including pick-up and delivery) for E.T. Mahoney State Park & Platte River State Park as defined in the Request for Proposal (RFP). Work performance will be in accordance with the scope of this RFP.

NTLS implements linen processing standards required by healthcare industry. The linen will be washed and finished to specs in the RFP. NTLS follows Center for Disease Control (CDC) guideline on infection control. We only process one customer's linen at a time to ensure they don't get mixed together.

Our receiving and shipping area, soiled room, and clean room are all separated by physical barriers. Our soiled room ventilation is being changed to meet healthcare requirements and has negative pressure air to prevent contaminants from escaping the room and getting on clean linen. Soiled linen and clean linen have different points of entry and exit in the plant.

Linens are sorted based on type of textile and color. They are washed on front load washers. Washing formulas are set up with temps of not less than 140 degrees. Chemical dosage and mechanical action are also set up on the washing formulas for each type of linen. Exhibit C provides the SDS sheets for each cycle we will be using detailing each chemical going into the wash. Then linen is transferred to dryers. Flat sheets get conditioned and go to the flat work iron for final processing. However, terry and all folded items get fully dried. All dryers already have drying settings for each type of linen including cooling down cycle to avoid wrinkles.

Flat sheets go through our flat work iron where they get ironed and folded. We fold all terry and other items manually on a separate area. While in folding process linen are separated per size standard to be finished in bundles per Attachment 1, Table 2.

Each bundle will have the certain number of linen as they are specified on Attachment 1, Table 2. All bundles will be wrapped up with laundry wrap and they will be placed on cleaned carts. Before the laundry carts are loaded on the truck, they will be covered with plastic covers to keep the linens free of being soiled in transport. All clean linens will be dropped off before soiled linens are picked to prevent cross-contamination. Our truck box is equipped with a back door which provides total isolation of laundry linen carts from outside environment during transportation. Laundry delivery carts are also sanitized after use. No laundry carts hit the clean side of the plant without proper washing and sanitation. The laundry carts will be left on-site for parks use until next pick-up. The shelves come out of the cart and will slide down the front of the cart to create a wall to turn the cart into a bin for soiled linens for pick-up. NTLS will train Park Staff on switching the shelves if requested.

I.1 MANAGEMENT

The daily operations and production staff are overseen by a supervisor, Mary Wade, who has been with the agency for 33 years. The Business Developer, Seth Johnson, oversees all contract work and ensures the laundry operation is in compliance with regulations and all contract terms. He has been with the agency since 2015. The entire vocational department is overseen by the Director of Day Services, Julie Halsey, and she has been with Nishna Productions for 39 years. Seth Johnson will be the site contract manager for Nishna Productions. Mary Wade will be the first back up with Julie Halsey being a second back up if needed. There is always a supervisor on-site to oversee the daily operations Monday through Friday. All inquiries will be responded to the customer within 24 hours.

I.2 STAFFING

All of our new hires go through background checks by DHS and DCI. Drivers are screened also for MVR. Our staff and managers receive training before starting the job and they continue to receive on-going training. Our laundry staff has an experience of 4- 5 years. Our truck driver has an experience of more than 5 years and always has kept clean records. We plan to train another staff as truck driver to serve as a backup driver when the normal driver will take vacation and other unpredicted situations. Our staff is required to wear gowns and gloves on the sort line. Company provides the necessary personal protective equipment. Our staff is required to maintain personal hygiene. No food and drinks are allowed on the plant floor. This is backed by policy, training, and daily monitoring. Nishna Productions also has a personal hygiene policy in place.

I.3 CAPABILITIES

Our washing capabilities includes two 140 lb. Milnor washers, one 170 lb. Milnor washer, one 55 lb. Continental Washer, and one 30 lb. Continental washer. Our drying and finishing capabilities are two 170 lb. Huebsch natural gas dryers, one 200 lb. Huesbsch natural gas dryer, two 75 lb. Continental natural dryers, and one 120" natural gas flatwork ironer. Our total capacity is 1.2 million pounds per year.

We also provide laundry carts with removable shelves for easier cleaning and sanitation and got a new delivery truck to prevent break downs. We operate in a radius of 100-150 miles from Red Oak, Iowa, 5 days per week, and 52 weeks per year. We are able to fulfill unpredicted customer's needs.

Our delivery area, soiled room, and finishing room are all separate by physical barriers to comply with healthcare guidelines and requirements.

I.4 PAST PERFORMANCE/EXPERIENCE

Nishna Productions currently has been servicing two federal customers on Camp Dodge in Johnston, Iowa, since 2016. We launder for customers in the automobile industry, restaurants, heavy equipment repair shops, and have done nursing homes.

I.5 BACK UP PLAN.

Nishna laundry has partnered with Genesis Development Textile Service in Indianola, Iowa, which has a processing capacity of up to 4 million lbs. per year and has been in linen industry for more than 12 years.

This will ensure there will be no interruption of service in the case of plant breakdowns. A back up plan is in place with this plant. Sharing working knowledge and experience between two laundries staff and on management level is a continuing process.

I.6 Features

When the facility was built, it was built to meet the Iowa Green Streets criteria set out by the Iowa Economic Development. Which means our facility is energy economically efficient which allows us to pass the savings on to our customers. Each room also has its own ventilation system.

Brand new laundry equipment provides great quality of washing, drying and finishing. That extends the life cycle of customer's linen.

Our truck is brand new and we are leasing it from Enterprise.

I.7 QUALITY CONTROL

Customer satisfaction and quality of service is our number one goal. We strive to achieve 100% satisfaction no matter the industry or customer. We provide reliable service and focus on the customer's needs and quality of product. Quality control starts from operator level and is performed by floor supervisor on a daily basis. Site manager performs weekly and monthly quality checks. NTLs site manager will keep in contact with Point of Contact (POC) of E.T. Mahoney State Park on quality of product, delivery and other requirement that might come from customer. Site manager will be available for an urgent meeting with POC on any emerging issue.

In order to make sure all washing formulas and chemical dosage are working fine, a representative from our chemical company, Capital Sanitary, comes one time per month to our plant and checks them. Chemical reps also checks titration and make sure that pH level of linen is at an acceptable level. A report is provided to the plant. This report can be sent out to the customers upon request.

ADDENDUM TWO, REVISED SCHEDULE OF EVENTS

Date: May 6, 2019
To: All Bidders
From: Julie Schiltz, Buyer
AS Materiel Purchasing
RE: Addendum for RFP Number 6041 Z1

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. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

	ACTIVITY	DATE/TIME
1.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
2.	Contract finalization period	TBD
3.	Contract award	6/5/19
4.	Contractor start date	6/19/19

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

ADDENDUM ONE QUESTIONS and ANSWERS

Date: April 9, 2019

To: All Bidders

From: Julie Schiltz, Annette Walton Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 6041 Z1 to be opened April 24, 2019 at 2:00 p.m. Central Time

Questions and Answers

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. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	Section I:		Procurement Procedure paragraph K. Deviations from the Request for Proposal discourages deviations from the terms and conditions. The linens list states to have 50/50 sheets. Would 60% cotton and 40% polyester sheets be acceptable?	See REVISED Attachment 1. 60% cotton and 40% polyester sheets are acceptable.
2.			Who is the incumbent and did they complete the full contract with all option years or is it being ended without extending the option years?	Currently there is not a contract in place for linen service for Mahoney and Platte River State Parks. Linen service is currently conducted internally in the Park area.
3.			1.) Attachment 1, Table 4 shows an in-park inventory (storage) and an estimated total laundered per month (for an example we will focus solely on king bed fitted sheets with the understanding the same principles apply to the other products for this single	There should be 35 in the cabin, 35 in storage, and 35 in laundry for a total of 105.

			<p>question). The in-park inventory is 105 with an estimated of 229 laundered per month. Page 29, number 5 of the RFP states “contractor must provide/own an inventory of materials that will be adequate to maintain an in-park inventory (shown in Attachment 1, Table 4). This in-park inventory allows for enough linen supplies on-hand to change our lodging units based on visitor use and frequency of pickup. For all the park’s lodging units, 4 linen changes-rotation of 1 in cabin, 1 in storage, 1 in laundry and en-route (either in units themselves or laundry house) throughout the year.” My understanding of this statement and the numbers is that the 105 king fitted sheets in in-park inventory will cover all 4 rotations: 1 in cabin, 1 in storage, 1 in laundry, and 1 en-route. If we were to provide 105 sheets per rotation, that would be 420 sheets but the expected monthly laundered count is only 229. Could you please verify that we only have to provide the in-park inventory counts that are shown on Attachment 1, Table 4 or clarify how many you are expecting to be provided?</p>	
4.			<p>Attachment 1, Table 2 states towels are to be “partially folded.” What is your definition of partially folded?</p>	<p>Partially folded is to fold in half twice.</p>

5.			Do you have certain standards or ways that towels and sheets need to be folded?	Towels are to be folded in half twice and there is no preference as to how the sheets are folded.
6.			<p>Are 180 thread count sheets able to be used? The bid says 200 count? All hotels we service require 180 thread count.</p> <p>Also, what is the term of the agreement in years?</p>	<p>Please see REVISED Attachment 1. 180 or 200 count will be fine for the thread count on the sheets.</p> <p>The term of the agreement is 3 years with the option to renew for 2 additional years.</p>

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
State Purchasing Bureau
1526 K Street Ste 130
Lincoln, NE 68508
Phone: 402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 6041 Z1	March 12, 2019
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 24, 2019 2:00 p.m. Central Time	Julie Schiltz / Annette Walton

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6041 Z1 for the purpose of selecting a qualified bidder to provide Linen Service to E.T. Mahoney State Park and Platte River State Park. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be three (3) years commencing upon notice to proceed. The contract includes the option to renew for two (2) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

A mandatory Pre-Proposal Conference will be held on Thursday March 28, 2019 at 10:00 A.M. CST at E.T. Mahoney State Park.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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GLOSSARY OF TERMS

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

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order.

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

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

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

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

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

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

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

Central Processing Unit (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.

Change Order: Document that provides amendments to an executed purchase order or contract.

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

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

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In

accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

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

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

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

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

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.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

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

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

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

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

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

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Bid/Proposal: An offer received after the Opening Date and Time.

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

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

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

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

Point of Contact (POC): The person designated to receive communications and to communicate.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

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

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

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves 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) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

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

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

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

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the Contractor.

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

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

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

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

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

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

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified bidders who will be responsible for providing Linen Service to E.T. Mahoney State Park and Platte River State Park at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Julie Schiltz / Annette Walton
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: as.materielpurchasing@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1. Release RFP	3/12/19
2. Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	3/26/19
3. Last day to submit written questions before Pre-Proposal Conference	3/26/19
4. Mandatory Pre-Proposal Conference Location: E.T. Mahoney State Park Peter Kiewit Lodge, Red Oak Room 28500 W. Park Hwy Ashland, NE 68803 10:00 A.M. Central Time * Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.	3/28/19
5. Last day to submit written questions after Pre-Proposal Conference	3/31/19
6. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	4/9/19
7. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	4/24/19 2:00 PM Central Time
8. Review for conformance to RFP requirements	4/24/19
9. Evaluation period	4/25/19 – 5/2/19
10. "Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
11. Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	5/3/19
12. Contract finalization period	5/3/19 – 6/3/19
13. Contract award	6/5/19
14. Contractor start date	6/19/19

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 6041 Z1; Linen Service to E.T. Mahoney State Park and Platte River State Park Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is mandatory. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the RFP requirements. Questions that have a material impact on the RFP or process, and questions that are relevant to all bidders, will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the RFP or process, and are only of interest to an individual bidder during the conference. If a bidder feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

F. NOTICE OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE

Bidders should notify the POC of their intent to attend by submitting a "Notification of Intent to Attend the Pre-Proposal Conference Form" (see Form B) by hand-delivery, U.S. Mail, or email at as.materielpurchasing@nebraska.gov

G. RECYCLING (§81-15,159(d)(2))

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. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

H. PRICES

Prices submitted on the cost proposal form shall remain fixed for the first year of the contract. Any request for a price increase subsequent to the first year of the contract shall not exceed five percent (5%) of the previous contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

I. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

J. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process, and throughout the term of this contract for the awarded contractor and their subcontractors.

K. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI 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 RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

L. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP 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 the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

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

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 1/2" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

M. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, including any activity related to bidding on this RFP.

N. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP 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. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. 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.

O. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

P. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

Q. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

R. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

S. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

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

T. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum 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. Corporate Overview should 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 RFP;
 - 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;
2. Technical Approach, Section V; and,
3. Cost Proposal.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under

honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will be released with the RFP.

U. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. 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, identified in their proposal, 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. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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.

V. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. 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.

W. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, 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. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

X. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

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

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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 the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract 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 below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. NOTICE POINT OF CONTACT (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

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

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

F. CHANGE ORDERS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

I. NON-WAIVER OF BREACH

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, 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, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§81-8,294), Tort (§81-8,209), and Contract Claim Acts (§81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

M. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.

Q. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

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

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and 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 that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder'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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>.
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. INSURANCE REQUIREMENTS

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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.

Notwithstanding any other clause in this contract, the State may recover up to the liability limits of the insurance policies required herein.

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. **The policy shall include a waiver of**

subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: Nebraska Game and Parks Commission
 Attn: Buyer III
 Address: 2200 N 33rd Street
 City, State, Zip: Lincoln, NE 68503

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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

G. ANTITRUST

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

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

H. CONFLICT OF INTEREST

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

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

I. STATE PROPERTY

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

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

J. SITE RULES AND REGULATIONS

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

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

K. ADVERTISING

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

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

L. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

M. DRUG POLICY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes 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.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Nebraska Game and Parks Commission, Parks Division, 2200 N 33rd St. Lincoln NE 68503. 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.

D. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. §73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

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

The State's obligation to pay amounts due on the contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. 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.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

Nebraska Game and Parks Commission oversees the stewardship of the state's fish, wildlife, park, and outdoor recreation resources in the best long-term interests of the people and those resources.

E.T. Mahoney and Platte River State Park are the perfect year round destination for a family escape. While at E.T. Mahoney, families can visit the aquatic center and indoor playground, explore the park's hiking and biking trails, adventure through the treetop ropes course, climb the observation tower and, when the weather turns cold, enjoy indoor rock climbing, sledding and ice skating. The jewel of the park is Peter Kiewit Lodge, which offers 40 guest rooms, most with balconies that offer a stunning view of the Platte River valley. Visitors can also enjoy one of 57 fully furnished cabins.

Platte River State Park has 53 charming cabins that range between fully furnished glamping cabins to rustic style camper cabins. Other popular draws are the park's picturesque waterfall, spray park, scenic hiking and biking trails and two observation towers that allow those who climb to the top a spectacular view of the Platte River Basin. With this Linen service we hope to provide a quality of service the people of Nebraska have come to expect from two of the most visited areas of the state.

B. SCOPE OF WORK

Contractor will provide routine, quality linen service for E.T. Mahoney State Park and Platte River State Park. The service will support the park's lodging facilities which includes: 44 Standard Cabins, 5 Deluxe Cabins, and 40 Lodge Rooms at E.T. Mahoney State Park and 24 Modern Cabins and 27 Camper Cabins (seasonal) and 1 Group Lodge (seasonal) at Platte River State Park. Please see Attachment 1, Table 1.

C. BIDDER REQUIREMENTS

Bidder should provide a response to the following contractor requirement in the space provided below.

1	Provide sample checklists that will be utilized to verify all bed linens and towels are being picked-up / dropped off per the RFP requirements. Finalized checklists will be approved by the Nebraska Game and Parks Commission.
	Bidder Response:
2	Describe the quality control processes including inspection process, product replacement and/or disposal.
	Bidder Response:
3	Describe commercial processing capabilities i.e. including but not limited to capacity, ability, equipment, make/models.
	Bidder Response:
4	Describe level of hospitality standards that the Contractor follows that are applicable to the RFP requirements.
	Bidder Response:
5	Describe quality cleaning products used including but not limited to liquid laundry, fabric softener, proton wash, wool wash, wash booster, laundry sour soft, laundry powder's.
	Bidder Response:

D. WORK PLAN

Bidder should provide a response to the following Contractor requirements in the space provided below.

1	<p>Specifications for laundered items are listed in Attachment 1, Table 1 All linens and towels will be owned by the contractor. Describe the replacement plan schedule for all linens and towels based on average life expectancy of materials.</p>
	<p>Bidder Response:</p>
2	<p>If for any reason the contracted laundry facility is inoperable, it will be the responsibility of the Contractor to maintain normal service for E.T. Mahoney State Park and Platte River State Park. Describe how normal service will be maintained if the contract laundry facility is inoperable.</p>
	<p>Bidder Response:</p>
3	<p>Contractor shall perform linen cleaning and packaging as shown in Attachment 1, Table 2. Contractor will provide MSDS Sheets for chemicals used in cleaning process. All materials used must be in accordance to industry standards Including but not limited to: Linens delivered to the park shall be of high quality and free of odors and stains; shall not be thread bare, worn out or with holes and frayed edges. Items shall be wrapped and clearly labeled for easy identification of contents and sizes. Unacceptable items will be returned for exchange. Describe the process for packaging and labeling.</p>
	<p>Bidder Response:</p>
4	<p>Contractor will provide routine delivery/pickup as shown in Attachment 1, Table 3. This schedule was developed using occupancy rates from 2017. Delivery of clean linens and pickup of soiled linens will be to the E.T. Mahoney State Park's laundry facility. Attachment 2, Map shows locations within the park of this facility. Describe bidder's delivery schedule plan.</p>
	<p>Bidder Response:</p>

5	<p>Contractor must provide/own an inventory of materials that will be adequate to maintain an in-park inventory (shown in Attachment 1, Table 4). This in-park inventory allows for enough linen supplies on-hand to change out lodging units based on visitor use and frequency of pickup. For all the park's lodging units, 4 linen changes-rotation of 1 in cabin, 1 in storage, 1 in laundry and en-route (either in units themselves or laundry house) throughout the year.</p> <p>The quantities of laundered materials have also been estimated in Attachment 1, Table 4. These quantities were based on the average number of cabin turnovers (check-in/checkouts) per week using occupancies and visitation patterns from 2017. In case of error in delivered supplies or shortages of linens due to high volume of use by park, the Contractor will arrange for additional linens to be delivered to the spending unit within 24 hours of notification by the area Superintendent or his/her designee.</p> <p>Bidder to describe in detail company policy, fully explaining the complete inventory fulfillment process.</p>
6	<p>Due to changes in visitor use, Contractor will need to be flexible and prepared for periodic changes in inventory, delivery/pickup schedule, and laundered items beyond the estimations that have been provided. These changes may be due to a special event, weather, new facilities, etc. When and if possible the park will communicate with the Contractor in-advance of these changes. For example: Holiday season may require additional pickup and delivery.</p> <p>Bidder to describe how they will accommodate these changes in inventory, delivery/pick-up schedule and quantity of laundered items.</p>
7	<p>The Contractor will meet with the Superintendent and the Housekeeping Supervisor biannually in the first year of contract to evaluate compliance of contract and communicate any concerns or issues. Meetings will be annually thereafter.</p> <p>Describe dedicated account representative and customer service plan and/or policy.</p>

E. VALUE ADDED SERVICES

Bidder should provide a response to the following contractor requirement in the space provided below.

1	<p>Describe any value added services the bidder intends to provide beyond the requirements of this RFP at no additional cost to the State.</p>
	<p>Bidder Response:</p>

F. DELIVERABLES

The bidder is to provide an all-inclusive fixed price for the initial contract term on the Cost Proposal. No additional charges for any other expense will be allowed. This includes but is not limited to travel, fuel, meals, stocking, inventory and/or any other expense.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should 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; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

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

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

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

Further, Sections II through VI must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should 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 and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should 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, should 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 should 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.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

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 should 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 should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should 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 six (6) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP 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 should address the following:

- i.** Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. Reference for accounts similar in size and scope to E.T. Mahoney State Park and Platte River State Park shall be included in proposal. Contractor will also include overview of business that includes years in business, ability to service hotel/motel type business and current service/delivery area. These descriptions should 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 should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime

Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should 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 should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should 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 should 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 RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should 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 should 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.

3. TECHNICAL APPROACH

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

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Bidder requirements;
- d. Detailed project work plan; and
- e. Deliverables/cost proposal.

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal supporting any and all costs.

The State reserves the right to review all aspects of cost 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.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. 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.

Form A
Bidder Contact Sheet
Request for Proposal Number 6041 Z1

Form A should be completed and submitted with each response to this RFP. 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 should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

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

Form B
Notification of Intent to Attend Pre-Proposal Conference
Request for Proposal Number 6041 Z1

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

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

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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

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

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

ATTACHMENT ONE

RFP 6041 Z1

Tables

Table 2 - Cleaning Method and Packaging

Item	Cleaning Method	Packaging	Bundle Size
Fitted and flat sheets (King, Queen and Twin XL)	Machine washed, dried and folded	Machine washed, dried and folded and packaged in bundles	12/bundle
Mattress Pads (King, Queen and Twin XL)	Machine washed, dried and folded	Machine washed, dried and folded and packaged in bundles	12/bundle
Pillow Case	Machine washed, dried and folded	Machine washed, dried and folded and packaged in bundles	60/bundle
Bath Towels	Machine washed, dried and folded	Partially Folded & packaged in bundles	15/bundle
Hand Towels	Machine washed, dried and folded	Partially Folded & packaged in bundles	25/bundle
Wash Cloth	Machine washed, dried and folded	Partially Folded & packaged in bundles	50/bundle
Bath Mat	Machine washed, dried and folded	Partially Folded & packaged in bundles	12/bundle
Kitchen Towels	Machine washed, dried and folded	Partially Folded & packaged in bundles	25/bundle
Kitchen Dish Cloth	Machine washed, dried and folded	Partially Folded & packaged in bundles	50/bundle
		(Partially Folded to be at a minimum of at least half)	

Table 3 - Delivery/Pickup Schedule

Time Period	Item	Frequency
November - March	Linens and towels for all lodging units except Camper Cabins and Red Barn	Delivery and pick-up twice per week, Monday and Friday
April - October	Linens and towels for all lodging units	Delivery and pickup three times per week, Monday, Wednesday and Friday
Holiday Season	Linens and towels for all lodigng units	May require additional pickup

ATTACHMENT TWO
RFP 6041 Z1
MAP

