

State of Nebraska
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
 Nebraska Department of
 Environmental Quality
 1200 N Street, Suite 400
 Lincoln, NE
 Phone: (402) 471-2186
 Fax: (402) 471-2909

SOLICITATION NUMBER	RELEASE DATE
RFP 3521Z1	January 20, 2011
DUE DATE AND TIME	PROCUREMENT CONTACT
March 18, 2011 10:00 a.m. Central Time	Stephanie Vap-Morrow

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Department of Environmental Quality (NDEQ) is issuing this Request for Proposal, RFP Number 3521Z1 for the purpose of selecting two (2) or more qualified Contractors to provide environmental engineering services including site assessments, groundwater monitoring evaluations, records review and report and plan preparation, remediation treatment system design, construction, operation and maintenance, solid waste management studies and designs, technical document reviews, and program development activities.

Written questions are due no later than February 17, 2011, at 4:00PM (Central time), and should be submitted via e-mail to Stephanie.vap-morrow@nebraska.gov. Written questions may also be sent by facsimile to the attention of Stephanie Vap-Morrow, the point of contact for this RFP at (402) 471-2909.

A pre-proposal conference will not be held.

Contractor should submit one (1) original and five (5) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the following due date and time: March 18, 2011, at 10:00AM (Central time).

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

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

CONTRACTOR MUST COMPLETE THE FOLLOWING

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

Addendum: Something added or deleted.

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

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

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

Amendment: Written correction or alteration.

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

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

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

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

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

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

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

Business Day: Any weekday, excepting public holidays.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

May: Denotes discretion.

Mandatory: Required, compulsory or obligatory.

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

Must: Denotes the imperative, required, compulsory or obligatory

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

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

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

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

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

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

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

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

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

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

Project: The total of all software, documentation, and services to be provided by the Contractor under this Contract.

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

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

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

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

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

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

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

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

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

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

Responsive Contractor: A Contractor who has submitted a proposal which conforms in all respects to the solicitation document.

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

Should: Indicates an expectation.

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

Solicitation Document: Request for Proposal.

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

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

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

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

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

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

Vendor: An actual or potential Contractor; a Contractor

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

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Environmental Quality (NDEQ), is issuing this Request for Proposal, RFP Number 3521Z1 for the purpose of selecting two (2) or more qualified Contractors to provide environmental engineering services including site assessments, groundwater monitoring evaluations, records review and report and plan preparation, remediation treatment system design, construction, operation and maintenance, solid waste management studies and designs, technical document reviews, and program development activities.

A Contract resulting from this Request for Proposal will be issued for a period of three (3) years, with the option to renew for two (2) separate, additional one (1) year periods, or any portion thereof, as mutually agreed upon by all parties.

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

A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	January 20, 2011
2.	Last day to submit written questions	February 17, 2011
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: www.ndeq.state.ne.us and/or http://www.das.state.ne.us/materiel/purchasing/rfp.htm	February 24, 2011
4.	Proposals Due at NDEQ Offices	March 18, 2011 10:00 am Central Time
5.	Proposal opening Location: Department of Environmental Quality Suite 400, The Atrium, Building 1200 N Street Lincoln, NE 68508	March 18, 2011 2:00 p.m. Central Time
6.	Review for conformance of mandatory requirements	March 18, 2011
7.	Evaluation period	March 21, 2011 through April 8, 2011
8.	Oral Interviews/Presentations and/or Demonstrations	April 25, 2011 through April 28, 2011
9.	Post "Letter of Intent to Contract" to Internet at: www.ndeq.state.ne.us and/or http://www.das.state.ne.us/materiel/purchasing/rfp.htm	May 2, 2011
10.	Contract finalization period	June, 2011
11.	Contract award	June, 2011
12.	Contractor start date	July, 2011

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Stephanie Vap-Morrow
Agency: Nebraska Department of Environmental Quality
Address: The Atrium, 1200 N Street, Suite 400
Lincoln, NE 68508

Telephone: (402) 471-2186
Facsimile: (402) 471-2909
E-Mail: Stephanie.vap-morrow@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified contractors who will be responsible for providing environmental engineering services including site assessments, groundwater monitoring evaluations, remediation treatment system design and construction, operation and maintenance, solid waste management studies and designs, technical document reviews, and program development activities. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

Two or more time and materials contracts will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposals, which shall be incorporated by reference in the Contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the Contract.

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a Contract;
4. Negotiations of the time and materials rates with each Contractor.

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

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a Contractor regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the NDEQ by the date shown in the Schedule of Events and clearly marked "RFP Number 3521Z1; Environmental Engineering Services RFP Questions". It is preferred that questions be sent via e-mail to Stephanie.vap-morrow@nebraska.gov. Questions may also be sent by facsimile to (402) 471-2909, but must include a cover sheet clearly indicating that the transmission is to the attention of Stephanie Vap-Morrow, showing the total number of pages transmitted, and clearly marked "RFP Number 3521Z1; Environmental Engineering Services RFP Questions".

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

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

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

F. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five (5) copies of the entire proposal shall be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the Contractor wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses shall include the completed Form A, Contractor Contact Sheet.

Proposals must reference the request for proposal number and be sent or delivered to the specified address. Container(s) utilized for original documents shall be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label must appear in Section II part A as specified on the face of each container or Contractor's response packet. Rejected late proposals will be returned to the Contractor unopened. If a recipient phone number is required for delivery purposes, (402) 471-2186 should be used. The request for proposal number must be included in all correspondence.

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

The Technical Proposals shall be prepared (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the Contractor's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the Contractor's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

G. PROPOSAL OPENING

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

H. LATE PROPOSALS

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

I. REJECTION OF PROPOSALS

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

J. EVALUATION OF PROPOSALS

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

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;
 - a. The ability, capacity and skill of the Contractor to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. The character, integrity, reputation, judgment, experience and efficiency of the Contractor;
 - c. The quality of Contractor performance on prior contracts;
 - d. Such other information that may be secured and that has a bearing on the decision to award the Contract;
3. Technical Approach.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Internet at: www.ndeq.state.ne.us and/or <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>. Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

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

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

L. MANDATORY REQUIREMENTS

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

The mandatory requirement items are as follows:

1. The **SIGNED** "Request For Proposal For Contractual Services" form;
2. Licenses for both a licensed professional geologist and licensed professional engineer, each currently licensed in the State of Nebraska, and who are identified among the key personnel assigned to work under this RFP; or a statement that an application for a license has been made at the time of proposal submittal and that a license will be in place by the time a Contract is signed;
3. A completed EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, as described in Section III.GG off this RFP;
4. A completed Architect,-Engineer Qualifications Form (SF 330);
5. Documentation of affirmative steps to assure that minority business enterprises (MBEs), women-owned business enterprises (WBEs), small business enterprises (SBEs), and small-disadvantaged business enterprises (SDEs) are to be utilized to the extent described in Section III.CC of this RFP.

M. REFERENCE CHECKS

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

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

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

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

O. VIOLATION OF TERMS AND CONDITIONS

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

1. Rejection of a Contractor's proposal;
2. Suspension of the Contractor from further bidding with the State or Department for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

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

Contractors are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions.

A. GENERAL

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

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

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

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

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

B. AWARD

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

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

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

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

Grievance and protest procedure is available on the Internet at:

www.ndeq.state.ne.us

and/or

<http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc>

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

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

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

D. PERMITS, REGULATIONS, LAWS

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

E. OWNERSHIP OF INFORMATION AND DATA

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

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

F. INSURANCE REQUIREMENTS

At the time of Contract negotiations, the Contractor shall furnish a certificate of insurance coverage complying with all the insurance required hereunder and shall not commence work under this Contract until such insurance has been approved by the State. The Contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or Contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the Contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

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

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
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4. OTHER INSURANCE

As part of work described in a Task Assignment, the Contractor may be required to obtain additional insurance coverage related to gaining access to railroad property in the State. NDEQ is obligated to pay the costs of applying for property access and obtaining the additional railroad insurance coverage.

5. EVIDENCE OF COVERAGE

At the time of Contract negotiations, the Contractor shall furnish a certificate of insurance coverage complying with the above requirements to the Department of Environmental Quality, Remediation Section Supervisor at 1200 N Street, Suite 400, The Atrium, Lincoln, NE 68509 (facsimile (402) 471-2909). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

G. COOPERATION WITH OTHER CONTRACTORS

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

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

H. INDEPENDENT CONTRACTOR

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

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

I. CONTRACTOR RESPONSIBILITY

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

If the Contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the Contractor's proposal. The

Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the Contract, without the prior written authorization of the State. Following execution of the Contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the Contract.

J. CONTRACTOR PERSONNEL

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

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

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

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

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

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

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

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

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

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

M. PROPOSAL PREPARATION COSTS

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

N. ERRORS AND OMISSIONS

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

O. BEGINNING OF WORK

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

P. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the Contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

The Contractor may not assign, voluntarily or involuntarily, the Contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

S. GOVERNING LAW

The Contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant Contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

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

U. ADVERTISING

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

V. STATE PROPERTY

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

W. SITE RULES AND REGULATIONS

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

X. NOTIFICATION

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

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

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

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

Y. EARLY TERMINATION

The Contract may be terminated as follows:

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

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

AA. DEFAULT BY CONTRACTOR

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

BB. ASSURANCES BEFORE BREACH

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

CC. SOCIOECONOMIC CONSIDERATIONS

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

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

Affirmative steps shall include the following:

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

DD. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

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.

EE. TASK ASSIGNMENT PROCESS

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

Upon issuance of a Task Assignment, the Contractor shall prepare and submit a work plan and cost estimate to the NDEQ Contract Administrator to perform work described in the Task Assignment. NDEQ is obligated to pay the costs of preparing the work plan and cost estimate. Upon receipt, the work plan shall become the property of NDEQ. NDEQ shall have the right to use or adopt ideas contained in the work plan. Selection or rejection of the work plan will not affect this right. Depending on the scope and complexity of the work described in a Task Assignment, NDEQ may competitively bid a Task Assignment to all Contractors under Contract. NDEQ is not obligated to pay the costs of preparing the work plan and cost estimate in response to a competitively bid Task Assignment.

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

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

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

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

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

FF. RETAINAGE

The State will withhold ten percent (10%) of the total ceiling price of each Task Assignment as retainage. The entire retainage amount will be payable upon successful completion of the work described in the Task Assignment. Upon completion of the work described in the Task Assignment, the Contractor will invoice the State for any outstanding work and for the retainage, up to the actual cost. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within 45 calendar days of receipt of the final invoice. Otherwise, the work described in the Task Assignment will be deemed accepted and the State will release the final payment and retainage in accordance with the Contract payment terms.

GG. DEBARMENT CERTIFICATION FORM

The prospective Contractor must certify by submittal of EPA Form 5700-49 "Certification Regarding Debarment, Suspension and Other Responsibility Matters", that to the best of its knowledge and belief, the firm and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency (see RFP Form B). A separate form is required for each of the firms that belong to the Contractor's team, including designated sub-contractors.

An organization listed on the General Services Administration (GSA) List of Parties Excluded From Federal Procurement or Non-procurement Program shall be prohibited from the competitive procurement process.

If any Contractor, listed on the GSA List of Parties Excluded From Federal Procurement or Non-procurement Program, submits a proposal in response to the requested services, the offeror's proposal shall be determined to be non-responsive and shall not be evaluated.

HH. FORCE MAJEURE

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

II. PROHIBITION AGAINST ADVANCE PAYMENT

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

JJ. PAYMENT

State will render payment to Contractor when the terms and conditions of the Contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

The specific payment process will be identified during the Contract negotiations.

KK. INVOICES

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

The specific invoice requirements will be identified during the Contract negotiations.

LL. AUDIT REQUIREMENTS

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

In addition to, and in no way in limitation of any obligation in the Contract, the Contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the Contract for which an exception has been taken or which has been

disallowed because of such an exception. The Contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

MM. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

NN. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the Contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the Contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

OO. CHANGES IN SCOPE/CHANGE ORDERS

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

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

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

PP. SEVERABILITY

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

QQ. CONFIDENTIALITY

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information,

the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

RR. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the Contractor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the Contractor wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Contractors may not mark their entire Request for Proposal as proprietary.

Failure of the Contractor to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other Contractors and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, Contractors submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

SS. CERTIFICATION OF INDEPENDENT PROPOSAL

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

TT. ETHICS IN PUBLIC CONTRACTING

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

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

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

UU. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall at the Contractor’s sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s

compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

WW. 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.

XX. DISASTER RECOVERY/BACK UP PLAN

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

YY. RECYCLING

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

ZZ. DRUG POLICY

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

AAA. AMERICANS WITH DISABILITIES ACT

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

IV. PROPOSAL INSTRUCTIONS

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

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

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

- A. Mandatory Requirements;
- B. Executive Summary;
- C. Corporate Overview; and
- D. Technical Approach.

A. MANDATORY REQUIREMENTS

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

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

Other mandatory requirements to be included in the Technical Proposal are identified in Section II.L of this RFP.

B. EXECUTIVE SUMMARY

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

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

C. CORPORATE OVERVIEW

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

1. CONTRACTOR IDENTIFICATION AND INFORMATION

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

2. CHANGE OF OWNERSHIP

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

3. OFFICE LOCATION

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

4. RELATIONSHIPS WITH THE STATE

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

5. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

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

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

6. CONTRACT PERFORMANCE

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

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

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

7. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

The Contractor shall provide a summary matrix listing the Contractor's previous projects similar to this Request for Proposal in size, scope and complexity.

The Contractor must address the following:

- a.** Contractor must provide three narrative descriptions to highlight the similarities between their experience and this Request for Proposal. If more than three narrative descriptions are provided, the State will only review three descriptions during its evaluation of the proposal. These descriptions must include:

 - i. the time period of the project;
 - ii. the scheduled and actual completion dates;
 - iii. the Contractor's responsibilities;
 - iv. 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
 - v. each project description shall identify whether the work was performed as the prime Contractor or as a subcontractor. If a Contractor performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- b.** Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- c.** If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of Contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

a. Identify Key Personnel

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

b. Contract Administrator

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

- i. Ensuring work plans (including scheduling of work) and proposed costs are prepared and submitted for approval by NDEQ for each task order.
- ii. Providing all support staff, facilities, administrative capabilities, clerical support and all other resources as needed to ensure the successful and efficient accomplishment of task orders issued under Contract.
- iii. Receiving, acknowledging, and implementing all tasks orders.
- iv. Designating a Project Manager for each task order.
- v. Providing overall supervision and administrative support to the Project Manager.
- vi. Reporting and correcting all problems encountered in performing work pursuant to task orders or in the administration of this Contract whether noted by the Contractor or noted by NDEQ.
- vii. Preparing and submitting of all reports, data, or other deliverables required in task orders.

c. Project Managers

For each task order issued to the Contractor, the Contract Administrator shall designate a Project Manager who shall be fully responsible for the project until its completion. Specific responsibilities of the Project Manager shall include, but are not be limited to, the following:

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

d. Professional Geologist

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

e. Professional Engineer

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

f. Resumes Required

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

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

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

9. SUBCONTRACTORS

If the Contractor has identified any persons to subcontract any part of its performance hereunder, the Contractor must provide:

- a.** name, address and telephone number of the subcontractor(s); and
- b.** specific tasks for each subcontractor(s).

D. TECHNICAL APPROACH

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

1. PROJECT OVERVIEW

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

- a. Superfund pre-remedial and remedial programs,
- b. Nebraska Voluntary Cleanup program,
- c. Brownfields assessment program,
- d. Federal facilities corrective action program at active and formerly used Department of Defense (DOD) sites,
- e. Groundwater monitoring and corrective action programs for permitted and interim status hazardous waste facilities,
- f. Groundwater monitoring and corrective action programs for permitted solid waste disposal areas,
- g. Initial and detailed site assessments and remedial action required by State regulations,
- h. Other environmental laws, statutes, or regulatory/enforcement programs.

2. SCOPE OF WORK

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

a. Site Assessments and Groundwater Monitoring Evaluations

- i. Conducting site assessments for sites that are either known or suspected to have had a release of hazardous substances.
- ii. Collecting soil, soil-gas, and groundwater samples using direct push technology.
- iii. Installing vadose zone and groundwater monitoring wells, using conventional design, installation and construction methods, for collecting soil, soil-gas and groundwater samples.
- iv. Collecting surface water and sediment samples.
- v. Collecting indoor air samples to evaluate vapor intrusion.
- vi. Collecting samples of hazardous materials.

- vii. Performing on-site (mobile laboratory) analysis of soil, soil-gas and groundwater samples for Volatile Organic Compounds (VOCs), and other contaminants as stipulated for a particular site.
- viii. Utilizing the services of fixed laboratory analysis of environmental samples.
- ix. Conducting lead-based paint and asbestos surveys.
- x. Preparing field logbooks and photographic documentation logs.
- xi. Providing site security to protect the public and the work effort.
- xii. Conducting proper testing, handling, and disposal procedures for all investigative derived waste (IDW) in accordance with applicable State and Federal environmental laws.
- xiii. Providing site restoration services including but not limited to regrading surfaces, replacing soil, replanting vegetation, and repairing/replacing damaged pavements and/or utilities.
- xiv. Collecting land surveying and global positioning system (GPS) data for sampling points, structures, or other significant features at a site.
- xv. Performing field oversight/auditing duties.
- xvi. Performing groundwater monitoring evaluations at permitted and interim status hazardous waste facilities and permitted solid waste disposal areas.
- xvii. Conducting Hazard Ranking System (HRS) scoring and other scoring activities for Superfund site assessments.

b. Records Review and Report and Plan Preparation

- i. Conducting record searches and preparing maps, aerial photos, and reports related to historical operations and ownership at various sites.
- ii. Performing professional interpretation and presentation of site assessment and groundwater monitoring data.
- iii. Creating Geographic Information System (GIS) themes based on data and information provided by NDEQ such as monitoring well locations, property boundaries, facility structures, or other information as specified in individual task orders.
- iv. Producing environmental reports for site assessment and groundwater monitoring evaluations. The reports may include, but are not limited to:
 - a)** Superfund Pre-CERCLIS Site Screening Assessment (PCSSA), Preliminary Assessment (PA), Site Inspection (SI), Combined PA/SI, Site Re-assessment (SR), or Expanded Site Inspection (ESI);
 - b)** Brownfields Assessment at eligible Brownfields sites;
 - c)** Initial and Detailed Site Assessment; and
 - d)** Hazardous waste facility Comprehensive Monitoring Evaluation (CME) and Operation and Maintenance Inspection (OMI).
- v. Preparing site management and quality assurance/quality control documents including, but not limited to:
 - a)** Quality Management Plans (QMPs) in accordance with EPA Requirements for Quality Management Plans, EPA QA/R-2;

- b) Quality Assurance Project Plans (QAPPs) in accordance with EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5; and
- c) Generic and site-specific Health and Safety Plans (HASPs) in accordance with applicable OSHA requirements.

c. Remediation Systems

- i. Performing architectural and engineering (A&E) design functions for environmental remediation treatment systems.
- ii. Conducting and providing oversight of environmental remediation treatment system construction and associated fieldwork.
- iii. Conducting operations and maintenance (O&M) activities for environmental remediation treatment systems.
- iv. Conducting inspections of institutional controls to evaluate compliance with activity and use limitations on property.
- v. Completing pilot studies, treatability studies, feasibility studies, and groundwater flow and contaminant fate and transport modeling.

d. Solid Waste Management Studies and Designs

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

e. Technical Document Reviews

- i. Providing review and comment on technical documents including, but not limited to:
 - a) Superfund Remedial Investigation/Feasibility Study (RI/FS), Engineering Evaluation and Cost Analysis (EE/CA), Remedial Design/Remedial Action (RD/RA);
 - b) Groundwater monitoring reports, including statistical analysis at hazardous waste facilities and permitted solid waste disposal areas;
 - c) Initial and Detailed Site Assessments and Remedial Action Plans required by State regulations;
 - d) RCRA Facility Assessment (RFA) and RCRA Facility Investigation (RFI) at hazardous waste facilities; and
 - e) Corrective Measures Study (CMS) and Corrective Measures Implementation (CMI) at hazardous waste facilities.

f. Program Development and Public Outreach

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

Form A

Contractor Contact Sheet

Request for Proposal Number 3521Z1

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

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

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

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