

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AM</i>			

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
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Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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.

C. BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Nonnegotiable)

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

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

E. DISCOUNTS

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

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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

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

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first one (1) year of the contract. Any request for a price increases subsequent to the one (1) year of the contract shall not exceed two (2) percent (2%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the Department of Corrections a minimum of 90 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

I. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as

the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

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

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

*****Contractor will not substitute any item that has been awarded without prior written approval of NDCS*****

J. RECORD OF VENDOR PERFORMANCE

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

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

M. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

N. NON-WAIVER OF BREACH

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

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

O. SEVERABILITY

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

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

P. INDEMNIFICATION

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

1. GENERAL

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

2. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor’s and their employees, provided by the Contractor.

3. SELF-INSURANCE

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

4. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

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

Q. ATTORNEY’S FEES

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

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

R. ASSIGNMENT, SALE, OR MERGER

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

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

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

S. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

T. FORCE MAJEURE

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

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

U. CONFIDENTIALITY

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

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

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

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

V. EARLY TERMINATION

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

The contract may be terminated as follows:

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

W. CONTRACT CLOSEOUT

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

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

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to

comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
3. Damages incurred by Contractor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. 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.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

3. EVIDENCE OF COVERAGE

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

Department of Correctional Services
 RFP # 116683 O3
dcs.purchasing@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

4. DEVIATIONS

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

G. ANTITRUST

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

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

H. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

I. STATE PROPERTY

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

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

J. SITE RULES AND REGULATIONS

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

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

K. NDCS SECURITY (NONNEGOTIABLE)

1. Contractor's personnel shall be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site and will carry proper identification with them at all times while on facility grounds.
2. Contractor shall make its personnel aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. CONTRACTOR will promptly notify NDCS if allegations of sexual abuse or contact become known.
3. Contractor shall make its personnel aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). CONTRACTOR may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct). CONTRACTOR acknowledges that all information contained within NDCS Policy 112.31 and associated attachments is confidential information and will not share, disseminate, or otherwise make known any information contained within NDCS Policy 112.31 and associated attachments with any other party including any member of the NDCS inmate population for any reason without written authorization from NDCS.
4. Contractor shall inform its personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in CONTRACTOR'S locked vehicle while on NDCS-owned or controlled property.
5. Contractor and its personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
6. Contractor and its personnel may be requested to obtain NDCS trainings for the purpose of safety and security.
7. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, CONTRACTOR will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per NDCS Policy 104.05.

L. ADVERTISING

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

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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. DISASTER RECOVERY/BACK UP PLAN

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

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

N. DRUG POLICY

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

Contractor certifies it maintains a drug free workplace 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.

O. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

P. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Invoices should be mailed to:
 NE Department of Correctional Services
 Accounts Payable
 P.O. Box 94661
 Lincoln, NE 68509-4661

Or e-mail to: DCS.AccountsPayable@nebraska.gov

Accounts Payable Contact (402) 479-5715

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 State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). 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 goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Nonnegotiable)

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

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

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

The Nebraska Department of Correctional Services is seeking to establish a contract with a qualified bidder(s) to provide courier services, including agency mail and US mail, at the NDCS facilities in Lincoln, Omaha, Tecumseh, and York, Nebraska locations.

Additional facilities and/or like services may be added upon agreement of both parties through an amendment to the contract.

Bidder may respond to Work Group A, Work Group B, or both.

B. MAIL AND GENERAL PACKAGE DESCRIPTIONS

1. Mail:
 - a. Letters, papers, large envelopes, flats, packages, etc. handled transported, and delivered by a person, company, etc.
2. Flats:
 - a. Have one dimension that is greater than 6 1/8 inches wide OR 11-1/2 inches long OR 1/4 inch thick.
 - b. Be no more than 12 inches high x 15 inches long x 3/4 inch thick.
3. Packages:
 - a. At least 3 inches high x 6 inches long x 1/4 inch thick, and at least 6 ounces.
 - b. No more than 17 inches high x 34 inches long x 17 inches thick, and no more than 35 pounds.
 - c. No more than 25 pounds for books or other printer matter.

C. DELIVERIES

1. Mail delivery to/from—Lincoln locations
2. Mail delivery to/from Omaha locations
3. Mail delivery to/from NDCS York location
4. Mail delivery to/from Tecumseh facility

D. STATE OF NEBRASKA HOLIDAYS

1. No courier service required on State observed holidays. Current holidays that are recognized by the State of Nebraska are:
 - a. New Year's Day - January 1
 - Martin Luther King Day - Third Monday in January
 - President's Day - Third Monday in February
 - Arbor Day - Last Friday in April
 - Memorial Day - Last Monday in May
 - Juneteenth - June 19
 - Independence Day - July 4
 - Labor Day - First Monday in September
 - Columbus Day - Second Monday in October
 - Veterans Day - November 11
 - Thanksgiving Day - Fourth Thursday in November
 - Day after Thanksgiving - Friday following Thanksgiving
 - Christmas Day - December 25
2. If on Saturday, Holiday is observed on Friday. If on Sunday, Holiday is observed on Monday
An annual list may be found at: <https://das.nebraska.gov/personnel/holiday.html>

E. CONTRACTOR REQUIREMENTS

1. **MUST ABIDE BY NDCS SECURITY REQUIREMENTS (see Section III. J.)**
2. Onsite program/service location
Contractor is required to comply with all NDCS rules and regulations, policies, and procedures. NDCS reserves the right to require the removal from NDCS routes of any Contractor's employee or subcontractor who violates any of the listed items. Contractors **shall not**:
 - a. Introduce contraband into any facility within NDCS or provide contraband to any NDCS inmate.
 - b. Accept or issue any bribe, gift, loan, or gratuity from or to an inmate.
 - c. Engage in trading or trafficking with inmates, including selling, buying from or delivering to any inmate any article or commodity of any description.

- d. Provide articles of any kind for delivery to inmates or take an article of any kind on behalf of an inmate, unless authorized in writing by an NDCS Warden with a copy of such authorization provided to dcs.purchasing@nebraska.gov.
- e. Give or send money to an inmate for any reason, unless authorized in writing by an NDCS Warden with a copy of such authorization provided to dcs.purchasing@nebraska.gov.
- f. Be on the visiting list of any inmate unless authorized in writing by an NDCS Warden with a copy of such authorization provided to dcs.purchasing@nebraska.gov.
- g. Engage in telephone or electronic communication, or written correspondence between community partners, Contractors, vendors, and incarcerated individuals at NDCS facilities
- h. Act or speak in such a way as to put at risk the safety, security or good order of the facility or program.
- i. Be permitted to perform their duties, enter departmental facilities or offices, or facilitate services to NDCS inmates while under the influence of alcohol, illegal drugs, and/or controlled substances.

F. CONTRACTOR RESPONSIBILITIES

- 1. Provide daily service Monday through Friday of every week, excluding state holidays.
- 2. No evening or weekend service is required. No services are required on state holidays.
- 3. Must have enough personnel available to provide backup services as needed.
- 4. Is responsible for sorting and distributing mail that is clearly and legibly marked.
- 5. Notify NDCS facility mailroom staff immediately if any mailbags at any NDCS facility are NOT locked. (NDCS staff on site can help courier with this).
- 6. NDCS property broken or damaged during routine service shall be repaired or replaced at the Contractor's expense. This includes state-owned property such as walls, fences, etc.
- 7. Deliveries should be within 90 minutes from the time of pick-up.
- 8. Service may include obtaining a shipper's signature at the pick-up point, and a consignee's signature at the delivery point, which will be filed and available when needed.
- 9. Vehicle requirements:
 - a. All vehicles/transportation necessary to accomplish the schedule will be provided by the contractor.
 - b. Vehicle must be in safe operating condition.
 - c. The standard minimum size of transport vehicle is a standard minivan.
 - d. No age limit or specific colors required; vehicle must be in good order and safe to operate.
 - e. Vehicles used must be capable of hauling 150 cubic feet of mail and related parcels as necessary.

G. NDCS REQUIREMENTS

- 1. Will work with the Contractor in the event of illegible or inadequately addressed mail or parcels.
- 1. Staff will train and assist the Contractors staff on the process of sorting and the distribution of the mail. NDCS staff will also assist in deciphering illegible or inadequately addressed mail at each NDCS facility.

H. SCOPE OF WORK – WORK PLAN GROUP A (MAIL COURIER SERVICES)

- 1. Provide NDCS with reliable courier services, including agency mail and US mail, at the NDCS facilities in Lincoln, Omaha, Tecumseh, and York, Nebraska locations.
 - a. Adverse weather conditions:
 - i. If weather conditions are adverse, the courier will not be strictly held to the times outlined in the Work Plan; prudence and good judgment should be exercised while running the route.
 - ii. If conditions are such that State Offices are closed due to weather or civil emergency, no courier service will be required that day.
 - b. Past performance of route has not shown any additional cargo capacity is needed after a three-day weekend (Saturday, Sunday, and Monday as a state holiday).
 - i. No evening, weekend or holiday service is required.
 - c. Itinerary timelines for routes are approximate, but attainable, based on previous performance. Required start and stop times should be considered accurate within +/- 10 minutes.
 - d. Carrying bio-hazardous material is not included in this service.

2. WORK PLAN - GROUP A

Facility contact information will be provided to awarded bidder during contract finalization period.

a. LINCOLN AREA COURIER SERVICES

- i. Lincoln NDCS Contacts
 - a) DCS Central Office Building #1
801 W. Prospector Place, Bldg #1
Lincoln, NE 68522
(Located on the grounds of the Lincoln Regional Center. YY Building. Folsom and West Prospector Place)

- b) United States Postal Service
Indian Village Station
1201 Calvert
Lincoln, NE 68502
- c) Reception and Treatment Center (RTC)
3218 West Van Dorn
Lincoln, NE 68522
- d) Community Correctional Center—Lincoln (CCCL)
2720 West Van Dorn
Lincoln, NE 68522
- e) NDCS Pharmacy
2620 West Van Dorn
Lincoln, NE 68522
Director of Pharmacy
(402) 471-7805
(402) 471-7806
- f) Federal Surplus Property (FSP)
2700 West Van Dorn
Lincoln, NE 68522
- g) Nebraska State Penitentiary (NSP)
4201 S. 14th Street
Lincoln, NE 68502
- h) NDCS Central Warehouse
1001 Pioneer Blvd.
Lincoln, NE 68502
- i) Cornhusker State Industries (CSI)
800 Pioneer Blvd.
Lincoln, NE 68502

b. ITINERARY/TIMELINE — LINCOLN FACILITIES MAIL ROUTE

The approximate timeline/itinerary for the daily pick-up and delivery of mail within the Department of Correctional Services Lincoln facilities/locations.

TABLE 1 TIMELINE FOR LINCOLN FACILITIES	
Time	Description
08:00 am	Pick-up mail intended for RTC, NSP and CCCL from mail slots/mailbox located in the front hallway of Central Office Building #1 (YY Building).
08:30 am	Pick-up mail at Indian Village Post Office for Box 2500 (NSP), Box 2800 (RTC), and Box 2200 (CCCL).
08:40 am	Deliver mail to NSP Mailroom and pick-up Pharmacy/Medical Supply mail from the NSP Records Office mail slots. Pick-up tub of mail from the NSP mailroom.
08:45 am	Pick-up mail from mailbox and driveway entrance to NDCS Central Warehouse area (box is located where service road meets Pioneer Blvd).
08:50 am	Pick-up mail from the mailbox in front of CCCL (outside) for Pharmacy, CCCL, RTC, and FSP
09:00 am	Deliver mail to CCCL Mailroom and pick-up any returning mail.
09:05 am	Deliver mail to RTC Mailroom and pick-up any returning outgoing mail.
09:30 am	Return to Central Office Building #1 (YY Building).
09:45 am	FIRST HALF OF MAIL RUN IS NOW COMPLETE
10:10 am	Pick-up mail for RTC, CCCL, FSP, Central Warehouse, and Pharmacy from the mail slots/mail sorter in the front desk area of Central Office Building #1 (YY Building). also pick-up and sign for four (4) locked mailbags from accounting, which are located inside the bottom portion of the mail sorter cabinet. There will be one (1) bag each for: RTC, and CCCL and FSP.
10:20 am	Deliver mail to FSP and pick-up all returning mail.
10:40 am	Deliver mail to CCCL Mailroom and one (1) locked mailbag to CCCL Control Center. Pick-up all returning mail and sign for one (1) locked mailbag.
10:50 am	Deliver mail and two (2) locked mailbags for RTC to RTC Mailroom /Receptionist. Pick-up all returning mail and sign for the two (2) locked mailbags (RTC). Do not depart RTC mailroom with returning mail prior to 1050.
11:10 am	Return to Central Office Building #1 (YY Building) and distribute mail into proper mail slots. Deliver four (4) locked mailbags to Accounting and pick-up and sign for the one (1) locked mailbag for NSP and one (1) for Cornhusker State Industries (CSI). Return to mail sorter and pick-up mail for NSP, Central Warehouse.
11:15 am	Deliver mail and one (1) locked mailbag to NSP Mailroom. Pick-up all returning mail and sign for the one (1) locked mailbag.
11:20 am	Deliver mail to NDCS Central Warehouse and pick-up all returning mail from their Purchasing mail slot.
11:25 am	Deliver mail and one (1) locked bag to CSI at 800 Pioneers Blvd. Pick-up all returning outgoing mail and sign for one (1) locked mailbag.
11:30 am	Return to Central Office Building #1 (YY Building) and distribute mail. Take NSP and CSI locked mailbags up to accounting.
THIS COMPLETES THE DAILY LINCOLN DELIVERY ROUTE	

c. MAIL DELIVERY SERVICE TO OMAHA FACILITIES

i. NDCS Central Office/Pharmacy/ NDCS Omaha Facilities/Service Locations

a) NDCS Central Office Building #1
801 W. Prospector Place, Bldg #1
Lincoln, NE 68522
(Located on the grounds of the Lincoln Regional Center. YY Building. Folsom and West Prospector Place)

b) Omaha Correctional Center (OCC)
2323 Avenue J
Omaha, NE 68110
RN, Associate Director of Nursing
(402) 449-1011
(402) 595-3963

c) Nebraska Correctional Youth Facility (NCYF)
2610 North 20th Street
Omaha, NE 68110
RN, Associate Director of Nursing
(402) 977-7452
(402) 595-2000

ii. ITINERARY/TIMELINE – OMAHA FACILITIES

The approximate timeline/itinerary for the daily pick-up and delivery of mail within the Department of Correctional Services facilities/locations.

TABLE 2 TIMELINE FOR OMAHA FACILITIES	
Time	Description
11:00 am	Pick-up mail intended for OCC and NCYF from mail slots/mailbox located in the front hallway of Central Office Building #1 (YY Building). There will be two (2) locked mailbags, which will be signed for in accounting.
3:00 pm	Deliver mail to OCC mailroom. Pick-up any returning mail
Immediately upon leaving OCC, proceed to NCYF for delivery of mail/locked mailbag, which will be signed for.	
4:00 pm	Return to Central Office Building #1 (YY Building) and distribute mail.
THIS COMPLETES THE DELIVERY ROUTE	

- d. **MAIL DELIVERY SERVICE TO YORK FACILITY**
 - i. **NDCS Central Office/Pharmacy/ NDCS York Facility/Service Location**
 - a) DCS Central Office Building #1
801 W. Prospector Place, Bldg #1
Lincoln, NE 68522
(Located on the grounds of the Lincoln Regional Center. YY Building. Folsom and West Prospector Place)
 - b) Nebraska Correctional Center for Women (NCCW)
1107 Recharge Road
York, NE 68467
 - ii. **ITINERARY/TIMELINE YORK FACILITY** The approximate timeline/itinerary for the daily pick-up and delivery of mail within the Department of Correctional Services facilities/locations.

TABLE 3 TIMELINE FOR YORK FACILITIES	
Time	Description
11:30 am	Pick-up mail intended for NCCW from mail slots/mailbox located in the front hallway of Central Office Building #1 (YY Building). There will be one (1) locked mailbag, which will be signed for.
1:00 pm	Arrive at NCCW. Deliver mail to Master Control, signing for locked mail bag.
1:30 pm	Leave NCCW.
4:00 pm	Return to Central Office Building #1 (YY Building) and distribute mail.
THIS COMPLETES THE DELIVERY ROUTE	

e. **MAIL DELIVERY SERVICE TO TECUMSEH FACILITY**

i. **NDCS LINCOLN FACILITIES/NDCS TECUMSEH FACILITY/SERVICE LOCATIONS**

- a) Tecumseh State Correctional Institution
Business Manager
2725 North Highway 50
Tecumseh, NE 68450
(402) 335-5111 or (402) 335-5998
- b) NDCS Central Office Building #1
801 W. Prospector Place, Bldg #1
Lincoln, NE 68522
(Located on the grounds of the Lincoln Regional Center. YY Building. Folsom and West Prospector Place)

ii. **ITINERARY/TIMELINE TECUMSEH FACILITY** The approximate timeline/itinerary for the daily pick-up and delivery of mail within the Department of Correctional Services facilities/locations.

TABLE 4 TIMELINE FOR TECUMSEH FACILITIES	
Time	Description
07:30 am	Pick-up mail intended for TSCI at Central Office Building #1 (YY Building). This will consist of mail for TSCI; all mail will be in a sealed bag or envelope. Also pick-up and sign for one (1) locked bag from NDCS Accounting intended for TSCI.
10:00 am	Arrive at TSCI no later than 10:00 AM; deliver to TSCI mailroom. Pick-up any mail and sign for one (1) locked mail bag.
10:30 am	Leave TSCI; return to NDCS Central Office Building #1 (YY Building).
12:00 pm	Deliver to Building #1 mail area and return bag to accounting.
THIS COMPLETES THE DAILY MAIL RUN	

I. SCOPE OF WORK – WORK PLAN - GROUP B (MEDICAL COURIER SERVICES)

1. The medical related items, and/or laboratory samples/specimens, in courier care/possession often require specific handling pertaining to things like temperature and stability. Packages often involve appropriately pre-packaged laboratory samples, waybills (digital or physical) tracking, and transport in DOT approved lab totes, with cold packs and dry ice as appropriate.
2. Contractor to be HIPPA and OSHA compliant ensuring safety and health regulations are followed by courier’s personnel. CONTRACTOR shall have a Category A designation by the Nebraska State Health Department Lab.

J. WORK PLAN – GROUP B (MEDICAL COURIER SERVICES)

1. Routes established and Frequency pre-scheduled

- a. DNA Samples from RTC to NE State Patrol Crime Lab
 - i. Weekly pick-ups on Tuesdays from 1:30 pm – 2:00 pm (except holiday, alternative day same work week may be utilized by mutual agreement.)
 - ii. Delivery to Nebraska State Patrol Crime Lab, prior to business closing same day, closes at 3:30 pm CST
1233 Arapahoe Street
Lincoln, NE 68502,
- b. Pick-up Locked Medication Boxes from DCS Pharmacy, to NSP, RTC, CCCL, OCC, NCYF, NCCW and TSCI and return Med boxes from facility back to DCS Pharmacy.
 - i. Contractor will pick-up and deliver pharmaceuticals daily Monday – Friday (except holidays) in locked med boxes at:
Main NDCS Pharmacy
2620 West Van Dorn
Lincoln, NE 68522
 - ii. NDCS Pharmacy staff will ensure that a “medication sign-out sheet” is enclosed with each box prior to boxes being locked and loaded. NDCS Pharmacy staff will keep a master list of all medications being sent with Contractor on each delivery run.
 - iii. Medication Boxes to be picked up at NDCS Pharmacy are equipped with two (2) locks per box. Contractor and NDCS Pharmacy staff will mutually verify that all locks on each box are secure prior to being loaded.
 - iv. Upon arrival at the facility, NDCS Medical staff will verify receipt of actual medications against the “medication sign-out sheet” that is enclosed with each box.
 - v. No Services on State of Nebraska observed holidays.
- c. Pick-up /Delivery schedule per facility location, The required timeline/itinerary for the daily pick-up and delivery of pharmaceuticals.

Facility	Pick-up Medication Boxes from DCS Pharmacy	Returns of the Medications boxes to the DCS Pharmacy
TSCI	6:00 – 7:00 AM	same day, by 3:30 pm
Omaha (OCC & NCYF)	9:00 -9:30 AM	next day pick-up exchange
NCCW	11:30 am to 12:30 pm	next day pick-up exchange
RTC	10:30 am to 2:00 pm	next day pick-up exchange
NSP	10:30 am to 2:00 pm	next day pick-up exchange
CCCL	10:30 am to 2:00 pm	next day pick-up exchange

K. ON-DEMAND/EMERGENCY/DIALYSIS SERVICES

1. On-demand

- a. May be requested on an as needed basis.
- b. Courier services do not meet emergency prioritization.

2. Emergency

- a. As needed services, same day unless noted.
- b. Courier service may be called upon when there are emergency needs for services/medication/samples
 - i. Must be picked-up/delivered within two (2) hours or a mutually agreed upon timeframe.
 - ii. Services will be on standby and called upon, Monday through Friday during normal business hours.
 - iii. Services may also be Monday through Friday 4:00 p.m. to 6:00 a.m., Saturday/Sunday (weekend) and State of Nebraska observed holidays (24 hour on call).
- c. Pick-up Emergency Medications to be delivered to NDCS Facilities
 - i. NDCS will call both Walgreens (or other pharmacy) to place the medical order or designated direct bill after hours pharmacy and Contractor (courier service) to arrange the courier services/delivery.
 - ii. NDCS provider or designee called/faxed in RX to be picked up and delivered to facility medical clinics.
 - iii. Pick-up physical script from NDCS facility to be taken to direct bill pharmacy for filling and Pick-up when ready and deliver to facility medical clinics.

3. Dialysis

- a. Pick-up Home Dialysis Supplies from contracted supplier and deliver to RTC Medical as directed.
 - i. One (1) day notice, calling before noon the day before.
 - ii. Pick-up location:
 - a) Pick-up will be from Home Dialysis Center of Lincoln Northwest. If NDCS Medical contractors change, contractor will be updated.

Home Dialysis Center of Lincoln Northwest
4911 N. 26th, Ste 106
Lincoln, NE 68510
 - iii. Deliver location
 - a) RTC Medical
Reception and Treatment Center (RTC)
3218 West Van Dorn Street
Lincoln, NE 68522
- b. Pick-up Lab Samples (blood) from NDCS Facilities for type and cross match for Transfusion Supplies
 - i. Pick-up from facility and deliver to Bryan East for consulting Services Testing
- c. Pick-up blood & blood components order(s) from Community Blood Bank or designated entity
 - i. Deliver to RTC, TSCI or NCCW as needed.
- d. Pick-up, Transport and Deliver durable medical equipment and supplies between NDCS facilities as needed.
 - i. May include but not limited to small to medium sized items only. I.E. CPAP units, Home Sleep Study devices, and/or various medical supplies. With the goal to be able to share resources between clinics and SNF's.
 - ii. To be scheduled as needed including a list of items provided to vendor in advance.
 - iii. One (1) day notice, calling before noon the day before.
- e. Boxed/Bagged Medical Records between facilities and/or to:
 - i. CO Health Services Medical Records
 - a) NDCS Central Office Building #1
801 W. Prospector Place, Bldg #1
Lincoln, NE 68522
(Located on the grounds of the Lincoln Regional Center. YY Building. Folsom and West Prospector Place)
 - ii. One (1) day notice, calling before noon the day before.

FORM A
Bidder Proposal Point of Contact
Request for Proposal Number 116683 O3

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

Preparation of Response Contact Information	
Bidder Name:	GXP Logistics LLC
Bidder Address:	1310 S 15TH ST PLATTSMOUTH NE 68048
Contact Person & Title:	Ali Mohamud- Operational Manager
E-mail Address:	info@gxplog.com
Telephone Number (Office):	
Telephone Number (Cellular):	402-707-0386
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	GXP Logistics LLC
Bidder Address:	1310 S 15TH ST PLATTSMOUTH NE 68048
Contact Person & Title:	Ali Mohamud - Operational Manager
E-mail Address:	info@gxplog.com
Telephone Number (Office):	
Telephone Number (Cellular):	402-707-0386
Fax Number:	

**NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
SUPPLEMENTAL CONTRACT INFORMATION
RFP 116683 O3**

The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below and submit with your bid documents. Responding "yes" to any question will not disqualify you from consideration but may necessitate a follow-up information request.

Company Name: GXP Logistics LLC

PO Box Address: _____

Physical Address: 1310 S 15TH ST

City/State/Zip: PLATTSMOUTH NE 68048

Phone Number: 402-707-0386

Name/Title of Contact: Ali Mohamud - Operational Manager

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services?		✓
	If yes, who?		
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS?		✓
	If yes, who, how long, and in what capacity?		
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company?		✓
	If yes, who and what position?		
4.	Incorporated companies, please provide the following information: Name of Corporate Entity: <u>GXP Logistics LLC</u> Principle Office Address: <u>1310 S 15th ST Plattsmouth NE 68048</u> Registered Agent and Office Address: _____		
5.	Non-Incorporated Companies please provide the following information: Owner: _____		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

Abdirahman 09/14/2023
 Company President Signature Date

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	GXP Logistics LLC
COMPLETE ADDRESS:	1310 S 15 th ST Plattsmouth NE 68048
TELEPHONE NUMBER:	402-707-0386.
FAX NUMBER:	
DATE:	9/14/23
SIGNATURE:	<i>Ali</i>
TYPED NAME & TITLE OF SIGNER:	Ali Mohamud - Operations Manager