

CONTACT INFORMATION

Blackhawk Construction LLC Bradley Hueser: 402.830.3467
973 County Road 47 Email: brad@blackhawkconst.com
Tekamah, NE 68061 Website: <https://blackhawkconst.com>

COMPANY OVERVIEW

Blackhawk Construction LLC is a premier full-service general contractor with a focus on local, state, and federal government projects ranging from \$50,000 to \$35 million. Our professional team possesses extensive expertise in structural fabrication and assembly, as well as specialized skills in structural carpentry, finish carpentry, interior finishes, drywall, and demolition. Through collaboration with our trusted subcontractor partners, we deliver top-notch services tailored to meet all requirements for new construction, renovations, and maintenance projects.

- Blackhawk Construction LLC excels in sourcing highly qualified personnel placements.
- We have the capacity to manage contracts of various sizes, including small, medium, and large projects.
- With nationwide capabilities, Blackhawk Construction LLC is equipped to complete projects in all 50 states.

Statement of Interest

119805 OR

Supply Lockers

Bellevue Readiness Center – Bellevue, NE 68123

BUSINESS DATA

DUNS: 116989247
Socio-economic certifications: SDVOSB
CAGE Code: 89A25
EIN: 83-3638177
UEI: CSWXG7CJ2DJ5
Accept Credit & Purchase Cards

NAICS CODES

236220 - Commercial and Institutional Building Construction
238210 - Electrical Contractors and Other Wiring Installation Contractors
238220 - Plumbing, Heating, and Air-Conditioning Contractors
238310 - Drywall and Insulation Contractors
541350 - Building Inspection Services
238330 - Flooring Contractors

CERTIFICATIONS

Certification 1: Service-Disabled Veteran Owned Small Business (SDVOSB)
Certification 2: All personnel are OSHA 30-hour qualified.

DIFFERENTIATORS

- Proudly operates as a veteran-owned small business, staffed by a team of highly qualified construction professionals.
- We boast exceptional references that highlight our adherence to stringent Quality Control Standards and our commitment to ensuring client satisfaction.
- With leadership possessing over 35 years of invaluable experience in commercial construction, we bring a wealth of expertise to every project we undertake.
- We prioritize quality subcontract partnerships, ensuring seamless collaboration and outstanding results in every aspect of our work.

PAST PERFORMANCE

- VA Hospital – Omaha, Lincoln, Grand Island
 - POC: Griffin Walsh (402) 995-3741
- VA Omaha Medical Gas Assessment
- Keller ISD, TX Ice-Enhanced Air-Cooled Chiller Plant
 - POC: Hudson Huff (817) 744-3955



State of Nebraska (State Purchasing Bureau)
INVITATION TO BID FOR ONE TIME PURCHASE COMMODITIES CONTRACT

SOLICITATION NUMBER	RELEASE DATE
119805 OR	August 31, 2024
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 20,2024	Rob Taylor

PLEASE READ CAREFULLY
SCOPE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for the purpose of selecting a qualified Bidder to provide TA-50 Gear Lockers for a one time purchase commodity contract. A more detailed description can be found in Section **Error! Reference source not found.**. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited commodities, this solicitation may be used to procure the solicited goods for up to 1 month from the date the Intent to Award is posted, provided that 1) the solicited goods will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the solicitation response was evaluated, and 3) the bidder will honor the bidder's original response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter must be posted to a public website. The resulting contract, the solicitation and the successful Vendor's solicitation response will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

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

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

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

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

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
DH		

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Vendor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the solicitation response. 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 has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) 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

1. The contract resulting from this solicitation shall incorporate the following documents:
 - a. Solicitation including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidder’s properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable);and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers,

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
D H		

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor 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 Vendor’s solicitation response 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.

The Vendor warrants that all persons assigned to the project shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor 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 Vendor’s employees, including all insurance required by state law,
3. Damages incurred by Vendor’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 Vendor’s employees; and,

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
D H		

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Neb. Rev. Stat. §81-2403 states “[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” Standard term is to pay after deliverables and that any alteration of that standard term should be carefully considered and used only when absolutely necessary to accommodate certain critical exceptions, i.e. insurance premiums, etc. that must be paid in advance.)

Neb. Rev. Stat. § 81-2403 states, “[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 Solicitation. The Vendor 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 Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES (Nonnegotiable)

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Submit invoices to the following email address: ng.ne.nearng.mbx.cfmo@army.mil. The terms and conditions included in the Vendor’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

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

V. TECHNICAL SPECIFICATIONS

A. VENDOR INSTRUCTIONS

Vendor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Vendor to qualify for the award.

“YES” response means the Vendor guarantees they can meet this condition.

“NO” response means the Vendor cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Vendor’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Vendor’s alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Vendor.

C. TA-50 Gear Locker

YES	NO	NO & PROVIDE ALTERNATIVE	
X			a. Quantity Required 300
X			b. Manufacturer: Penco Patriot TA-50 Lockers
X			c. Dimensions: 36"Wx24"Dx78"T
X			d. Accessories: Mesh front, shelf, bar, and hooks
X			e. Color: Black or Grey
X			f. Locking Mechanism: Padlock
X			g. Construction: Bottoms, Tops, and Shelves: 16-gauge steel. Backs: Solid 18-gauge steel. One-piece. Doors 14-gauge steel ventilated.
X			h. Assembly: Pre-Assembled

NOTES/COMMENTS:
All taxes and shipping are included in proposal.

Labor and equipment to unload and install lockers is not included in proposal.

Lockers are fully welded and require no assembly .

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing 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 Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

 X NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. “Nebraska Vendor” 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. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

 X 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:	Blackhawk Construction LLC
COMPLETE ADDRESS:	973 CR 47 Tekamah, Ne 68061
TELEPHONE NUMBER:	(402) 889-7852
FAX NUMBER:	N/A
EMAIL ADDRESS:	Dave@blackhawkconst.com
DATE:	9/20/2024
SIGNATURE:	<i>Dave Hueser</i>
TYPED NAME & TITLE OF SIGNER:	Dave Hueser / Owner

**Cost Sheet
TA-50 Gear Lockers
NE Military Department
Solicitation # 119805 OR**

Description	Quantity	Unit of Measure	Unit Cost	Extended Cost
TA-50 Gear Lockers	300	EA	\$1,374.00	\$412,200.00



J.3 Experience Questionnaire

<p>EXPERIENCE QUESTIONNAIRE</p> <p>Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.</p>	<p>1. Contractor Name, Address, and Telephone Number Blackhawk Construction LLC 973 County Road 47 Tekamah, NE 68061 (402) 830-3467</p>	
	<p>3. Business <input checked="" type="checkbox"/> Company [] Co-partnership <input type="checkbox"/> Corporation [] Individual <input type="checkbox"/> Non-profit Organization</p>	<p>4. How many years do you or your firm have in the line of work contemplated by this solicitation? 30 Years</p>
<p>5. How many years experience have you or your business had as a (a) prime contractor <u>30 Years</u> and/or (b) sub-contractor ____?</p>		

6. List below the projects your business has completed within the last three years:

Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information
\$685,125.00	Medical Gas Assesment	1/24/2024	Griffin Walsh 4101 Woolworth Avenue MS 138, Omaha, NE 68105 Direct: 402-995-3741
\$78,767.00	Hangar Door Maintenance - Base	6/30/2023	Benjamin Duncan 55th CES/CEOES Offutt AFB COM: 402 232 7223
\$31,011.00	Emergency Generator	7/18/2023	Griffin Walsh 4101 Woolworth Avenue MS 138, Omaha, NE 68105 Direct: 402-995-3741
\$44,235.00	Freezer CU Compressor	5/24/2024	Lynn Gloekler USDA Clay Center, NE 68933 Phone: (402) 762-4132
\$71,369.90	Historical Doors & Hardware	4/25/2024	Christopher Bullock 5441 Babcock Rd Ste 302 San Antonio, TX 78240 christopher.bullock@va.gov
\$241,829.00	Maintenace Yard Fencing	2/27/2024	Adu Richard 12004 South Spur 56A Maxwell, NE 69151 Phone: (917) 951-0653.

7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete
FA460022P0026	\$546,000.00	Benjamin Duncan 55th CES/CEOES Offutt AFB COM: 402 232 7223	5 Years	40%	12/31/2027
36C26324Q0552	\$797,334.00	John Albers 4101 Woolworth Ave Omaha, NE 68105 Phone: (712) 828-0075	6 MONTHS	60%	9/30/2024
36C26324D0073	\$8,163,956.95	Melissa Garrett Network 23 Contracting Office Email: melissa.garrett@va.gov	5 Years	10%	6/30/2029
W912HZ24A0022	\$2,584,372.00	Allison Hudson ERDC Contracting Office Email: Allison.B.Hudson@usace.army.mil	5 Years	5%	7/03/2029

8a. Have you ever failed to complete any work awarded to you? [] Yes No
 8b. Has work ever been completed by performance bond? [] Yes No
