



Corporate Overview

Andori Cleaning Solutions is a small, locally owned cleaning service provider, established in April of 2014 and incorporated in 2015. Established, owned and operated by Lori Dittrich and Annie Wilhite, Andori Cleaning Solutions was born from the dream of two women with a goal to create a workplace with the opportunity for team members to feel appreciated, safe, heard and valued all while providing a cleaning service that exceeds expectations and improves the health and cleanliness of businesses.

As a Co-Founder, Lori Dittrich has a background in Accounting, Business Administration, and Business Management. She earned her Associates Degree in Business Administration. Co-Founder, Annie Wilhite has a background in Safety, Loss Control, and Risk Management with education in Music and Secondary Education.

Andori Cleaning Solutions is uniquely suited to provide cleaning services that meet and exceed the requirements of the Nebraska State Patrol. Because we are a small, local operation with day to day involvement of ownership, we provide a closely controlled and well managed service with a strict quality control program in place.

Financial Statements available on request.

Relationships with the State of Nebraska: None

Employee relationships to state: None

Corporate Experience

Andori Cleaning Solutions has experience in cleaning many different types of properties in a wide range of industries. We have provided cleaning services for businesses in the following industries: manufacturing, science laboratories, medical facilities, small and large business offices, restaurants, childcare facilities, retailers and more.

The following are some of our contracts that are similar to the requirements for this RFP:

Allo Communications

- Prime Contractor
- Scheduled and Actual Completion Dates: July 2020 - Present
- Responsibilities: All janitorial, day portering, carpet cleaning and floor care
- Number of Locations Serviced: 3
- Number of Days Per Week Services Provided: 5 days per week
- Budget: Proprietary
- Customer Contact: Kim Jaeger, Special Projects Coordinator *ALLO Communications* 402-430-5300
KJaeger@allophone.net

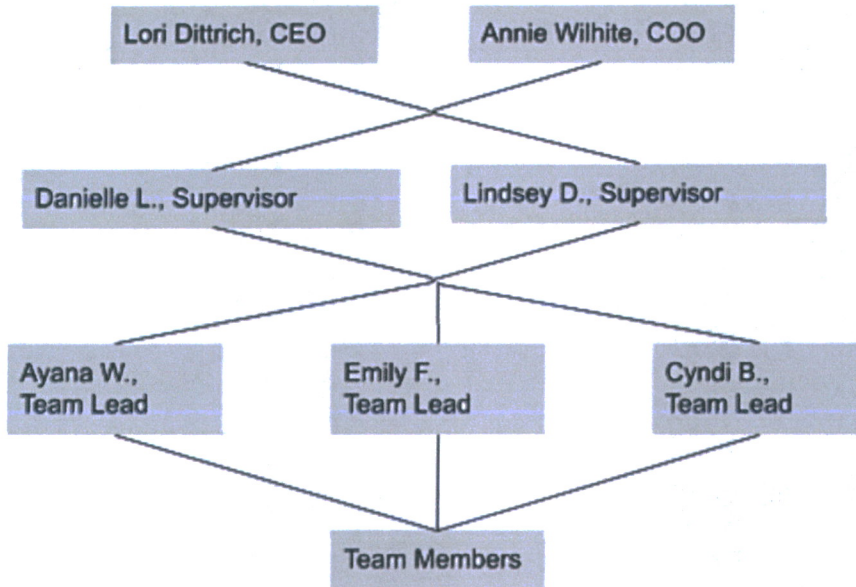


Federal Emergency Management Agency (FEMA)

- Subcontractor with Speedway Properties
- Scheduled and Actual Completion Dates: April 2019 - June 2020
- Responsibilities: All janitorial, day portering, carpet cleaning and floor care
- Number of Locations Serviced: 1
- Number of Days Per Week Services Provided: 6 days per week
- Budget: Proprietary
- Customer Contact: Fayne Knobbe, Logistics Section Chief *FEMA/Dept. of Homeland Security*
816-527-3128 fayne.knobbe@fema.dhs.gov

Summary of Proposed Personnel Management Approach

As a small local business, most members and levels of our ownership and management team will be involved in this project during different intervals. We also plan to bring some of our senior staff members from other locations to work within the teams servicing this project.





Technical Approach

Understanding the Project

We have reviewed the RFP, including the Project Description and Scope of Work and are confident we can meet and exceed your cleaning needs. By following our development approach steps listed below, we have the processes in place to provide excellent cleaning services that meet the RFP requirements.

Proposed Development Approach

Review client needs and requirements based on Scope of Work, walk through and individualized meetings with the client.

Evaluate equipment needed to complete the required task in the most effective and efficient manner.

Evaluate staffing needs, including time, experience and training that will be needed and most beneficial.

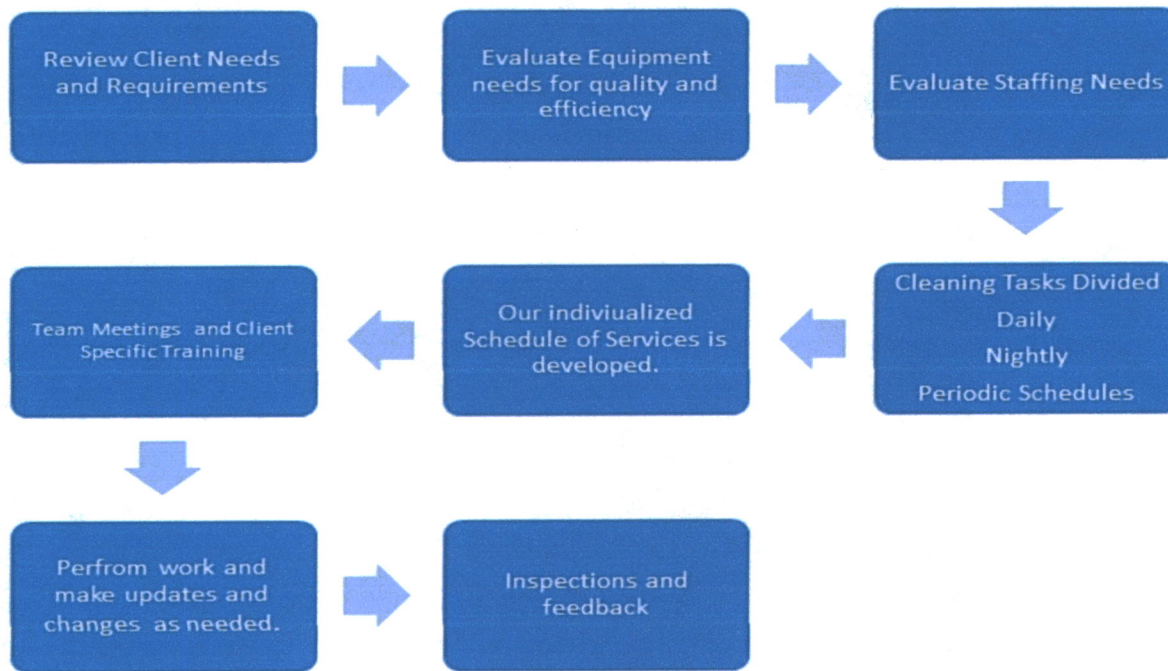
Cleaning tasks are divided between daily, nightly and periodic workload schedules. Develop an individualized plan including staffing, to handle duties to be performed on an As Needed Basis and work requested by the building representative.

Our individualized Schedule of Services is developed based on the client needs and requirements. Our teams use these to complete their daily, nightly and periodic tasks.

Team meetings are held to review client needs and Schedule of Services. Provide training between supervisors and team members specific to client needs. This includes any safety and compliance considerations specific to the client operations. Additional training and documentation with regard to known Hazardous Areas and Materials will be provided and reviewed at regular intervals.

Perform the work and determine if any adjustments or updates need to be made to the individual team workload and Schedule of Services, based on customer feedback and our experience.

Complete supervisory walkthroughs and inspections. Provide feedback and necessary training.



Quality Control

We have implemented a thorough quality control process to ensure the highest quality of cleaning is achieved and consistently maintained. Following are some of the ways we ensure a clean and consistently maintained property.

- Promoting a positive and encouraging team attitude towards exceeding customer requirements
- All team members are trained thoroughly through written and on-the-job training
- Onsite team members use checklists to ensure all duties are completed daily
- Every account and/or property has a Team Lead assigned as the person responsible for daily completion of duties and guiding other team members
- Regular on-site inspections as well as unannounced visits are conducted by members of our management, to ensure that our staff is properly uniformed and performing their duties thoroughly and completely.
- During regular business hours, we encourage regular monthly or quarterly inspections between a member of Andori, Inc. management and a representative from your facility to keep the communication line open. If preferred, we can send a simple survey to be completed, allowing us to ensure the facility is being maintained in a clean manner and that all expectations are being met.



- Our online employee time clock allows us to GPS track where our employees are clocking in and out. Helping to ensure they are working the required number of hours at their assigned location, with in App communications enabled between our staff and management team. Our company vehicles are also equipped with GPS tracking units to assist in monitoring our employees' locations.

Communication:

As a small, local operation, our ability to provide flexible and quick avenues of communication are excellent. Clear and concise communication within our teams and with our customers is facilitated through:

- Regularly Scheduled Team Meetings
- Team Leader onsite daily
- Janitorial Supervisor working with and providing guidance, feedback and any necessary updated training daily
- Daily contact between team members, Supervisors and company Ownership in person, through text message, and in an App

Safety & Compliance

Andori Cleaning Solutions will comply with all applicable Federal, State, and Local laws. The health and safety of our employees and our customers is a priority. The following is a list of our basic programs in place for all clients that will be adjusted to meet specific client operations.

- ****All of our daily cleaning currently includes the use of a disinfectant with EPA emerging viral pathogens claims which is listed on the EPA's list of Disinfectants for Use Against SARS-CoV-2, the cause of COVID-19****
- All cleaning chemicals used must have an SDS Sheet. SDS (Safety Data Sheets) will be available where the chemicals are being used and stored.
- All cleaning products will be labeled to meet all OSHA and industry safety standards.
- PPE (Personal Protective Equipment) will be provided to our staff when required or requested.
- Andori Cleaning Solutions employees are required to maintain the areas where supplies are kept in safe conditions, keeping the area clean and orderly.
- Training on proper use, handling and storage of cleaning products is provided to all of our staff.



Technical Considerations

Our team will continually monitor our established Schedule of Services, workload distribution, processes, and equipment to ensure we are operating in the most efficient and effective manner.

Detailed Project Work Plan & Deliverables and Due Dates

Andori Cleaning Solutions combines up-front preparation and training with strong management and direction to ensure a smooth, successful startup. The following is a concise list of the work plan for this specific RFP.

During Initial Introductory Period:

- Introduce Supervisor, assigned Team Lead and Team Members to building representatives to establish the initial face to face line of communication.
- Familiarize Team Members with building(s) layout and location specific equipment.
- Provide building access information to assigned Team Members.
- Site specific Safety and Compliance Training provided to Team Members.
- On a daily basis each assigned team member will clock in using our GPS tracking time clock app.
- Assigned team members will use the established Schedule of Services to complete the assigned tasks based on the daily, nightly or periodic task schedules.
- Team Lead and Supervisory Personnel will have daily involvement through side by side work with Team Members

Continuous:

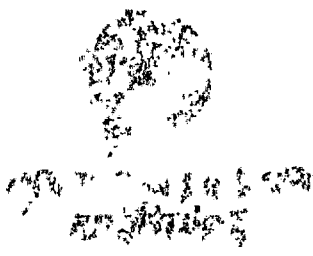
- Unannounced Visits and Pop-ins by Supervisory Personnel
- Consistent and regular communication with Building Representative(s)
- Determine any modifications needed to the Schedule of Services to achieve the highest quality of clean, meeting and exceeding the established requirements.
- Complete documented regularly scheduled inspections and provide feedback to our Team Members as well as address any deficiencies and provide any additional training, equipment or processes that will help to prevent any further issues.



Business References

Please feel free to contact some of our references which include some of our current and past customers, all of whom are willing to speak toward the quality of our services.

- Ken Fougeron, Director of Operations *Speedway Properties* 340 Victory Lane Lincoln, NE 68528
kgfougeron@speedwayproperties.com 402-326-0577
- Kim Jaeger, Special Projects Coordinator *ALLO Communications* 330 S. 21st Street Lincoln, NE 68510
KJaeger@allophone.net 402-430-5300
- Fayne Knobbe, Logistics Section Chief *FEMA/Dept. of Homeland Security* No address (Satellite)
fayne.knobbe@fema.dhs.gov (816) 527-3128
- Katie Kinsella-Boles, Executive Assistant *Lincoln Journal Star* 200 S. 21st Street Suite 100 Lincoln, NE 68510
KKinsella-Boles@journalstar.com 402-202-2159



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1. The first part of the document is a letter from the Secretary of the State to the Governor, dated 18th March 1954. It contains a list of names and addresses of persons who have been nominated to the Council of the State.

2. The second part of the document is a list of names and addresses of persons who have been nominated to the Council of the State. The names are listed in alphabetical order of their surnames.

3. The third part of the document is a list of names and addresses of persons who have been nominated to the Council of the State. The names are listed in alphabetical order of their surnames.

4. The fourth part of the document is a list of names and addresses of persons who have been nominated to the Council of the State. The names are listed in alphabetical order of their surnames.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the 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:
AW			

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 5) 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
AW			

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
AW			

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
AW			

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

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

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:
AW			

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 Nebraska State Patrol*****

J. RECORD OF VENDOR PERFORMANCE

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

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
AW			

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
AW			

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
AW			

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:
AW			

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:
AW			

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 (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

4. 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. ASSIGNMENT, SALE, OR MERGER

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

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.

R. 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
AW			

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.

S. FORCE MAJEURE

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

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.

T. CONFIDENTIALITY

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

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.

U. EARLY TERMINATION

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

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.

V. CONTRACT CLOSEOUT

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

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
AW			

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
AW			

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
AW			

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
AW			

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
AW			

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 contractor's 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
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person
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	\$1,000,000 per occurrence
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:

Nebraska State Patrol
 RFP # 3977 Z1
 mike.yates@nebraska.gov

Nebraska State Patrol Crime Laboratory
 3977 Air Park Road
 Lincoln, NE. 68524

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:
AW			

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:
AW			

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 of 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
AW			

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
AW			

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

K. ADVERTISING

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

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.

L. DRUG POLICY

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

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.

M. WARRANTY

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

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.

N. 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
AW			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. **Each building will be invoiced separately and invoiced monthly.** 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
AW			

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

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
AW			

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 percent (1%) 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 Nebraska State Patrol is seeking a vendor to provide building and laboratory cleaning services for three locations. The locations are Nebraska State Patrol State Headquarters at 4600 Innovation Drive, Nebraska State Patrol Crime Laboratory at 3977 Air Park Road and State Patrol Vehicle Installation Building at 3920 West Kearney, all in Lincoln, Nebraska.

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

A. PROJECT REQUIREMENTS

The work and responsibilities described in this section represent the minimum acceptable performance under this proposal but are not intended to limit the activities of the Contractor, which are necessary to provide the degree of service intended by this proposal. All work will be performed utilizing the best practices of the trade and of highly skilled workers.

- 1) The contractor shall provide management, supervision, required labor and plan, schedule, coordinate and ensure effective completion of all work and services specified in this contract. Therefore, all work will be performed in a professional manner and in the best interests of maintaining a clean, presentable workplace at all times.
- 2) The State will provide training that is specific to the unique requirements for this request in terms of floor care, laboratory protocols, and maintenance of all surfaces. In the best interest of the State, it is extremely important to have minimal turn-over of employees.
- 3) Undertaking this service, the contractor recognizes that some areas of any building will receive more traffic and soil than others and agrees to perform all necessary services on a schedule which will maintain a uniform, high level of cleanliness throughout all areas. Work listed on an "as needed" basis shall be performed where and when necessary or as requested by the building representative.
- 4) The contractor shall be responsible for developing and implementing a customer satisfaction survey to be reviewed and approved by the Nebraska State Patrol and shall be randomly distributed to employees throughout the three Nebraska State Patrol buildings by the contractor. The results shall then be compiled by the contractor and made available to the Nebraska State Patrol on a semi-annual basis.

B. DAYS AND HOURS OF WORK

- 1) Nighttime cleaning services at the Nebraska State Patrol State Headquarters building are to be performed between 5:00 PM and 1:30 AM during the work week (Monday through Friday) as specified.
- 2) Daytime cleaning services for the Nebraska State Patrol Crime Laboratory, Nebraska State Patrol State Headquarters and State Patrol Vehicle Installation Building are to be performed between 8:00 AM and 4:30 PM during the work week (Monday through Friday) as specified except state holidays.
- 3) The minimum number of daily hours worked for the Crime Lab would be 6 hours per day with a minimum of one contractor employee. The minimum number of daily hours worked for the State Headquarters would be 8 hours per day with a minimum of three contractor employees. The minimum number of daily hours worked for the State Patrol Vehicle Installation Building would be 2 hours, two times per week, with a minimum of one contractor employee.
- 4) A supervisory management level representative of the contractor shall be available during daytime hours by phone and in person on site if requested to meet with a designated Nebraska State Patrol representative to discuss contract performance or other issues needing attention.

C. STANDARDS OF WORKMANSHIP AND MATERIAL

Performance under this contract will be evaluated based on the provisions of this proposal and the best standards of the industry. Performance evaluations made by the building representative will be final.

Special focus will be on the cleanliness, professional appearance, and sanitary conditions of the buildings.

Any deficiencies identified must be corrected within two (2) working days.

The definition of "clean", for the purposes of this proposal, shall mean that any surface is absolutely free of dust, water spots, fingerprints, scum, film, and deposits of any foreign matter. The designated area would/should be absolutely free of any trash, litter, or other material not an inherent part of the area or its function.

Services will not interfere with normal building activities without the express approval of the building representative in charge of the area.

The Contractor will be responsible for maintaining Occupational Safety and Health Administration (OSHA) approved safety standards for all personnel and work areas as it relates to industry practices. For example, wet floor areas will be appropriately marked with "CAUTION" signs or roped off while working in occupied areas. Contractor shall comply with all laws, regulations, policies, and procedures.

The Contractor will be responsible for the condition of storage and work areas assigned for Contractor use. All custodial closets must be kept neat and orderly. All soiled and clean mop heads and wiping cloths must be placed in the assigned containers. Equipment not required for use on this contract shall not be stored at these sites.

D. EMPLOYEES AND SUPERVISION

The contractor shall employ only trained qualified employees, as necessary to perform the work to be completed. The contractor shall require employees to comply with instructions that pertain to conduct and building policies. The contractor shall have a responsible, capable supervisor in the building or available by phone when employees are on duty.

The contractor shall only provide employees and supervisors that are capable of clear verbal communication so communication between employee, supervisor and building staff are understood.

The buildings included in this request have several confidential areas that may require daytime cleaning. These areas will be identified by the building representative. The State shall have sole approval of employees scheduled to work in these confidential areas. The contractor shall provide the state with the names of all employees who will be performing work in each facility and the state will provide them with proper identification. The identification must be displayed at all times. At no time are identification cards to be shared with other contractor employees or left unattended. Crime Laboratory identification must be turned in daily.

The state reserves the right to approve or disapprove any contractor employees that are proposed for assignment to the buildings. Under no circumstances will the contractor employees be allowed to use the phones, copiers or other office machines in any office area.

All employees assigned or having access to any State Patrol building, whether owned or leased, must obtain a fingerprint Criminal History Report from the Criminal Identification Unit located in the Nebraska State Patrol building at 4600 Innovation Drive Lincoln, Nebraska. The cost of the report shall be paid by the contractor or the employee. (This requirement also applies to employees called "Floaters" or "Temporary") The contractor shall maintain a pool of employees who have passed the Criminal History Check for use to fill in for absences. No attempt shall be made to handle or read any material in work areas or on desks and counters nor shall any questions be asked about evidence, cases, or reports.

E. LOST AND FOUND

The contractor shall ensure that all articles found by employees while performing duties under this contract are turned in to the building representative at the respective location.

F. DAMAGED AND BROKEN ITEMS

Any articles broken or damaged during cleaning operations shall be reported to the building representative. The contractor shall then be directed to repair or replace the broken or damaged article(s) at their sole expense. This includes personal items as well as state owned property, such as office furnishings, accessories, building details, and finishes i.e: walls, floors (carpet), doors, door locks, keys, etc. Building representative will determine if damage is due to carelessness or normal wear. Contractor will not be charged for normal wear.

G. **SCHEDULED CLEANING**

All cleaning required on a monthly, quarterly, semi-annual and annual schedule must be completed within sixty (60) days after the contract has been awarded with the exception of exterior window washing and carpet cleaning. Carpet cleaning will be scheduled by a designated building representative in coordination with the contractor.

H. **EQUIPMENT AND SUPPLIES**

Movement of all supplies and equipment from the receiving area will be the contractor's responsibility. The contractor shall be required to furnish the following equipment and supplies. This should be viewed as a minimum requirement unless otherwise noted.

WASTE COLLECTORS
WET MOPS
WET FLOOR CAUTION SIGNS
METAL POLISH
FURNITURE POLISH
SCOURING POWDER
DUST MOPS (no-treated or piled mops)
WAX REMOVER
EXTENSION CORDS
MOP BUCKETS
BROOMS
FLOOR PADS (coarseness to be approved)
FLOOR FINISH (Johnson Plaza or equivalent)
RAGS
VACUUM CLEANERS (both upright w/beater bar & tank style)
4"X 6' ENTRY FLOOR MATS
VACUUM CLEANER BAGS

NOTE:

1. The contractor must furnish a list of all manufacturers' products to be used under this contract for approval.

I. **EXCLUDED AREAS**

Areas excluded are the mechanical and electrical rooms and locked storage rooms unless otherwise specified.

J. **WORK TO BE DONE**

The requirements of the detailed specifications and expectations follow by facility.

IT SHALL BE UNDERSTOOD that all possible contingencies cannot be itemized and scheduled. Extra seasonal traffic and inclement weather can change the frequencies of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interests of maintaining a clean, presentable, safe, and environmentally sustainable building.

A report/spreadsheet indicating date of completion of all weekly, monthly, quarterly, semi-annual, and annual cleaning shall be maintained. The report/spreadsheet shall detail the number of hours spent cleaning each facility. Where minimum hours are specified, those facilities shall be serviced at a minimum level specified and any extra hours required to clean each facility shall be separately noted by facility. The total shall then be tabulated for all facilities each month. Extra hours shall not be billed in excess of the regular contracted rate.

The report/spreadsheet must be submitted to the building representative one week prior to scheduled site visit. Site visit between contractor and building representative will occur quarterly to review the quality of services provided.

K. State Headquarters & Crime Laboratory

Not adhering to the task frequencies will be grounds for termination of this contract.

DAILY DUTIES

1) RESTROOMS AND KITCHEN AREAS

State Headquarters, Crime Laboratory AND State Patrol Vehicle Installation Building
Restrooms and kitchen areas will receive the following cleaning. (Unless otherwise indicated):

- a. Empty all waste receptacles and replace liners as needed.
- b. Empty all recycling receptacles and replace liners as needed.
- c. Clean and service all restroom dispensers.
- d. Thoroughly clean all fixtures, including stainless steel with germicidal cleaner.
- e. Thoroughly clean walls, doors, shelves and partitions with a germicidal cleaner.
- f. Sweep and thoroughly wet mop all floor areas with germicidal cleaner.
- g. Vacuum and thoroughly wet mop all Restrooms and Breakrooms with a separate mop head using germicidal cleaner.
- h. Clean and disinfect all counter tops, table tops, mirrors, chairs, microwaves and refrigerator handles using germicidal cleaner.

2) WEEKLY DUTIES

State Headquarters AND Crime Laboratory

- a. Clean kick plates, polish brass/stainless steel hardware and handles, door knobs and switch plates.
- b. Clean and buff all hard surface floors and refinish as needed.
- c. Thoroughly vacuum all carpeting, using upright (beater brush) and detail vacuums.

3) QUARTERLY DUTIES

State Headquarters AND Crime Laboratory

- a. Thoroughly wash all waste and recycling receptacles larger than regular desk size.
- b. Shampoo carpeted corridors, three feet or wider.

4) SEMI-ANNUAL DUTIES

State Headquarters AND Crime Laboratory

- a. Thoroughly wash all desk size waste and recycling receptacles (as needed).
- b. Clean all interior glass (not otherwise identified for cleaning more often) on a semi-annual basis or more often as needed.
- c. Shampoo carpeted conference rooms and office areas.
- d. Strip wax and refinish all hard surface floors.

5) DUTIES TO BE PERFORMED ON AN "AS NEEDED" BASES

State Headquarters AND Crime Laboratory

- a. Spot clean upholstered chairs.
- b. Waxing hard surface floors on an as needed basis or as instructed by the building representative.
- c. Shampoo/extract carpeting on an as needed basis or as instructed by the building representative.
- d. Work not noted in the RFP as instructed by the building representative.

6) SAFETY CONSIDERATIONS

Because of the nature of the facility, the contractor will be made aware of any known hazardous areas and known hazardous materials present along with safety apparatus available. The contractor employees must adhere to the State smoking ban in all State owned and leased buildings. The person(s) responsible for making the contractor aware of the above are the building representative of each building.

It will be the contractor responsibility to make his/her employees aware of possible known hazard areas and instruct them in the proper use of safety equipment. Crime Laboratory will provide a safety orientation with a form indicating this has been completed. Before beginning work, each employee shall be introduced to the building representative. Should an accident occur, the building representative shall be notified immediately at 402-471-8750 (Crime Laboratory) or 402-471-4545 (State Headquarters & Vehicle Installation Building).

L.

STATE PATROL CRIME LABORATORY

(Different Laboratory areas have specialized requirements)

**** Each Laboratory section will provide additional specifications on the unique requirements of each lab ****

1) DAILY OFFICE CLEANING (Including Halls, Safety Room, Lobby, Common Areas, Conference Rooms)

- a. Empty all office waste receptacles and change liners as needed including recycle bins (excluding paper).
- b. Remove all trash & recycling from building to proper outside bins.
- c. Vacuum all hard surface floor areas.
- d. Damp mop hard surface floors to remove dirt and spots using germicidal cleaner.
- e. Spot-clean all door and partition glass to remove smudges and fingerprints.
- f. Dust all horizontal surfaces, files, tabletops, etc. with a dust cloth (Excluding desktops).
- g. Clean and sanitize all drinking fountains.
- h. Wash and clean inside and out all entry glass doors and employee entrance glass doors.
- i. Clean matting at all entrances to building.
- j. Clean custodial closet and slop sinks.
- k. Clean and sanitize all sinks and counters in offices, safety room and conference rooms.

2) SHIPPING & RECEIVING

- a. Vacuum and wet mop floor one time per week.

3) EVIDENCE INTAKE AREA

- a. All hard surface floor areas to be vacuumed and wet mopped every Monday morning.
- b. Empty trash receptacles every Monday.
- c. Vacuum and wet mop Evidence Vault and Bulk Evidence room quarterly.
- d. Vacuum and wet mop Sally Port floor monthly.
- e. Vacuum bugs and spider webs in Sally Port monthly as needed.
- f. Clean and sanitize all sinks weekly.
- g. Clean door handles and light switches with germicidal cleaner every Monday.

4) FIREARMS LABORATORY AREA

- a. Range area to be vacuumed using lab provided hepa filter vacuum every two weeks.
- b. Range area to be wet mopped after vacuuming - mop head must be changed after mopping.
- c. Laboratory area floor must be vacuumed and wet mopped every Wednesday.
- d. Trash receptacles emptied daily, liners changed as needed.
- e. Clean and sanitize all sinks.

5) LATENT LABORATORY AREA

- a. Vacuum and wet mop floor once per week on Wednesday mornings.
- b. Empty trash receptacles every Wednesday morning and change liner as needed.
- c. Clean and sanitize all sinks.

6) BIOLOGY LABORATORY AREA

- a. Dust mop and wet mop Biology lab area and Post Amp lab area every Friday using a 10% bleach solution. *Must use mop head and bucket that are kept in each separate lab area to avoid cross contamination.
- b. Dust mop and wet mop Databank Lab and Databank Sample Storage the last Friday of each month using 10% bleach solution. *Must use mop head and bucket that are kept in this lab area.
- c. Databank File Storage should be cleaned with hallway mop the last Friday of each month.
- d. If hair length is longer than shoulder length a disposable bonnet or pulled back in a ponytail must be worn while in lab area.
- e. Trash receptacles to be emptied and liners changed as needed every Friday using non-biohazardous trash bags.
- f. Wear gloves at all times while in biology laboratories.
 - i. *Change gloves if face, body or personal items (e.g. cell phone) are touched.

- ii. *Wear a mask if talking, or if you are experiencing symptoms such as coughing and sneezing.
- iii. *Do not interrupt analysts while in the lab.
- iv. *Do not move any laboratory equipment, including carts.
- v. *Only wipe down trash can if necessary.
- vi. *Do not wipe down any countertops or equipment in the labs.
- vii. *Only use wipes located in the custodial closet.
- viii. *Do not clean occupied workspaces or exam rooms.
- ix. *If the laboratory is closed on a Friday, the responsibilities listed above will be performed on the last day the lab is open that holiday week.
- x. *A laboratory employee must be present in one of the labs while they are being cleaned.

g. Clean and sanitize all sinks.

7) CHEMISTRY/TOXICOLOGY LABORATORY AREA

- a. Trash receptacles to be emptied daily and liner changed.
- b. Hard surface floor to be vacuumed and wet mopped two times per week (Tuesday/Thursday).
- c. Thoroughly clean all door handles and light switches with germicidal cleaner daily.
- d. Clean and sanitize all sinks.

8) ON REQUEST / AS NEEDED

- a. Crime Lab Specific – On request or as needed.
- b. Because this work is done during working hours there will be some days in which some tasks cannot be done because of meetings, locked rooms, phone calls, and unusual activity. Contracted employees are to the best of their ability, to work around these obstacles and problems. They may also have to alter their work sequence, or we may occasionally request the above schedule be altered or a task be added.
- c. Entryway mats (4' X 6') provided by vendor will be rotated and cleaned regularly (monthly or more often as needed due to inclement weather). Mat locations – (3) three, 4' X 6' mats located in the front lobby – (2) two, 4' X 6' mats located at employee entrance, (4) four, 4' X 6' mats located in Evidence Intake area.

M. STATE PATROL - STATE HEADQUARTERS

1) NIGHTLY CLEANING

Shall include the following (unless otherwise indicated).

- a. Empty all waste receptacles and change liners, as needed.
- b. Remove trash from building to proper bins.
- c. Dust-mop all hard surface floor areas.
- d. Damp mop hard surface floor areas.
- e. Spot clean and/or vacuum carpets nightly, as needed.
- f. Clean all door and partition glass.
- g. Dust all horizontal surfaces (windowsills, files, tables, chairs, racks, etc.) excluding desktops.
- h. Clean and sanitize all drinking fountains.
- i. Clean both sides of entryway glass.
- j. Clean entry matting.
- k. Clean janitorial closets/rooms and sinks.
- l. Clean and disinfect all showers and lockers with germicidal cleaner.

2) DAILY RESTROOMS and BREAK ROOM areas:

- a. Empty all waste receptacles and change liners, as needed.
- b. Clean and service all restroom dispensers.
- c. Thoroughly clean all fixtures with germicidal cleaner.
- d. Thoroughly clean walls, doors, shelves and partitions with germicidal cleaner.
- e. Sweep and thoroughly wet mop all floor areas with germicidal cleaner.

3) MONTHLY CLEANING

- a. Dust all venetian blinds.

4) SEMI-ANNUAL SERVICES

- a. Clean all exterior glass.
- b. Clean all building diffusers and air vents.

5) ON REQUEST / AS NEEDED

- a. **State Headquarters Specific** – On request as needed.
 - 1. Because this work is done during work hours there will be some days in which some tasks cannot be done because of meetings, locked rooms, phone calls and unusual activity. Contracted employees are to the best of their ability, to work around these obstacles and problems. They may also have to alter their work sequence, or we may occasionally request the above schedule to be altered or a task be added.
 - 2. Entryway mats (4" X 6") provided by contractor will be rotated and cleaned regularly (monthly or more often, as needed due to inclement weather). Mat locations: (4) four, 4' X 6' mats located in front lobby in front of front doors, (2) two, 4' X 6' mats located in front of each door at employee entrance 1, (1) one, 4' X 6' mat at employee entrance 2, (1) one, 4' X 6' mat at employee entrance 3.

6) PROOF OF COMPLIANCE

On a quarterly basis, a report showing date of completion of all weekly, monthly, quarterly, semi-annual and annual cleaning must be sent by mail or hand delivered to the building representative. The janitorial contractor will be asked to visit the site with the building representative to review the quality of service provided, on a periodic basis.

N. STATE PATROL VEHICLE INSTALLATION BUILDING

1) TWICE PER WEEK DAILY CLEANING

Carrier Enforcement Area Restrooms

- a. Empty all waste receptacles and change liners, as needed.
- b. Clean and service all restroom dispensers.
- c. Thoroughly clean all fixtures with germicidal cleaner.
- d. Thoroughly clean walls, doors, shelves and partitions with germicidal cleaner.
- e. Sweep and thoroughly wet mop all floor areas with germicidal cleaner.

Vehicle Installation Building Restroom and Kitchen area.

- a. Empty all waste receptacles and change liners, as needed.
- b. Clean and service all restroom dispensers.
- c. Thoroughly clean all fixtures with germicidal cleaner.
- d. Thoroughly clean walls, doors, shelves and partitions with germicidal cleaner.
- e. Sweep and thoroughly wet mop all floor areas with germicidal cleaner.
- f. Clean and disinfect all tables, chairs, microwave and refrigerator handles.

Vehicle Installation Building Office area

Shall include the following (unless otherwise indicated).

- a. Empty all waste receptacles and change liners, as needed.
- b. Remove trash from building to proper bins.
- c. Dust-mop all hard surface floor areas.
- d. Damp mop hard surface floor areas.
- e. Spot clean and/or vacuum carpets every Tuesday and Thursday.
- f. Clean all door and partition glass.
- g. Dust all horizontal surfaces (windowsills, files, tables, chairs, racks, etc.) excluding desktops.
- h. Clean and sanitize all drinking fountains.
- i. Clean janitorial closets/rooms and sinks.
- j. Dust and clean all desktops and file cabinets.

O. BUILDING STATISTICS

Nebraska State Patrol Crime Laboratory

Estimated Square Footage: 28,000

Approximate Number of People – 40
Number of restrooms – 3

Nebraska State Patrol State Headquarters

Estimated Square Footage: 84,000
Approximate Number of People – 200
Number of restrooms – 8

Nebraska State Patrol Vehicle Installation Building

Estimated Square Footage: 800
Approximate Number of People – 10
Number of restrooms – 3

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

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

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the (1) year following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

c. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

d. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

e. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

f. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

g. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder's responsibilities,
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

h. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

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

i. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

2. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and

- e. Deliverables and due dates.

3. BUSINESS REFERENCES

- a. Contractor must provide a minimum of 3 business references that have detailed experience of the contractor's performance. Reference must list business name, business address, contact person, contact telephone number, and contact email address.

4. PREVIOUS STATE CONTRACT PERFORMANCE

- a. Contractor must detail any previous state contract performance. Must also list any vendor performance notices or vendor performance reports.

Form A
Bidder Proposal Point of Contact
 Request for Proposal Number 3977 Z1

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:	Andori, Inc dba Andori Cleaningsolutions
Bidder Address:	320 SW 25th Street Suite 6 Lincoln, NE 68522
Contact Person & Title:	Annie Wilhite, Vice President
E-mail Address:	andoricleaning@gmail.com
Telephone Number (Office):	402-300-3181
Telephone Number (Cellular):	320-290-5803
Fax Number:	NA

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:	Andori, Inc. dba Andori Cleaning Solutions
Bidder Address:	320 SW 25th Street Suite 6 Lincoln, NE 68522
Contact Person & Title:	Annie Wilhite Vice, President
E-mail Address:	andoricleaning@gmail.com
Telephone Number (Office):	402-300-3181
Telephone Number (Cellular):	320-290-5803
Fax Number:	NA

Form B
Notification of Intent to Attend Pre-Proposal Conference
Request for Proposal Number 3977 Z1

Bidder Name:	Andori, Inc. dba Andori Cleaning Solutions
Bidder Address:	320 SW 25th Street Suite 6 Lincoln, NE 68522
Contact Person:	Annie Wilhite
E-mail Address:	andoricleaning@gmail.com
Telephone Number:	402-300-3181
Fax Number:	NA
Number of Attendees:	2

The "Notification of Intent to Attend Pre-Proposal Conference" form should be emailed to the address provided in the RFP Schedule of Events, Section I.C.

Form C
Notification of Intent to Submit Proposal
Request for Proposal Number 3977 Z1

Bidder Name:	Andori, Inc. dba Andori Cleaning Solutions
Bidder Address:	300 SW 25th St. Ste. 6 Lincoln, NE 68522
Contact Person:	Annie Wilhite
E-mail Address:	andoricleaning@gmail.com
Telephone Number:	402-300-3181
Fax Number:	NA

The "Notification of Intent to Attend Pre-Proposal Conference" form should be emailed to the email address provided in the RFP Schedule of Events, Section I.C.

emailed to Mike Yates on 8/23/23

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.

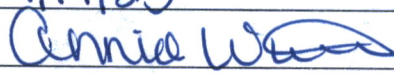
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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:	Andori Inc. dba Andori Cleaning Solutions
COMPLETE ADDRESS:	320 SW 25 th St. Ste. 6 Lincoln, NE 68522
TELEPHONE NUMBER:	402-300-3181
FAX NUMBER:	NA
DATE:	9/19/23
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Annie Wilhite, Vice President

NEBRASKA STATE PATROL
INTER-OFFICE CORRESPONDENCE



Date: August 15, 2023

From: Mike Yates, Business Manager

To: Department of Administrative Services

Subject: RFP 3977 Z1 Questions and Answers

No questions were received for request for proposal number 3977-Z1.

Mike Yates
Nebraska State Patrol

*** REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES***

RFP 3977 Z1

CUSTODIAL SERVICES FOR STATE PATROL STATE HEADQUARTERS, CRIME LAB AND VIB BUILDINGS

Company Name/Bidder Signature: Andori Cleaning Solutions / Annie W. [Signature] Date: 9/19/23

Location	Approximate Square Feet	Quantity	UOM	Proposed Number of Employees	Initial Contract Period Monthly Base Charge	Year Two (2) Monthly Base Charge	Year Three (3) Monthly Base Charge	Year Four (4) Monthly Base Charge	Year Five (5) Monthly Base Charge
STATE HEADQUARTERS	84,000	12	MO	3.5	22,420	23,092	23,784	24,497	25,476
CRIME LABORATORY	28,000	12	MO	1	4,810	4,954	5,102	5,255	5,465
VEHICLE INSTALLATION	800	12	MO	1	640	660	679	700	728

A La Carte Items:

Cost per chair for chair cleaning	\$ <u>0.65</u>
Cost per square foot for extracting/shampooing carpet	\$ <u>0.18</u>
Cost per square foot for waxing hard surface floors	\$ <u>0.30</u>
Hourly rate for performing work not noted in RFP	\$ <u>37.00</u>



Custodial Services Proposal

Prepared for: State of Nebraska State Purchasing Bureau

Nebraska State Patrol RFP 3977 Z1

Submitted by:

Andori, Inc. dba Andori Cleaning Solutions

320 SW 25th St. Suite 6
Lincoln, NE 68522

Annie Wilhite & Lori Dittrich
402-300-3181

andoricleaning@gmail.com

September 2023