



**Proudly owned and operated by US Military Veterans**

A message from the Omaha Executive Leadership Team:

First, I'd like to say thank you so much for allowing Signal 88 the opportunity to provide services at your property! Signal 88 of Omaha is a veteran owned and operated company, made up of a group of dedicated security professionals who go to work every day to help ensure the safety of the communities and businesses that we are entrusted to protect. We believe that communication, transparency and accountability are cornerstones of a successful security company.

Signal 88 Omaha is a very different company than what you may be used to. The Executive leadership team is not made up of distant and disconnected managers that work out of a corporate office in another state. We are on the ground here in Omaha. We live in the communities that our Officers protect and are deeply involved in the every day operation of our company. We do our best to embrace new technology, which allows us to operate remotely, with Officers spread all over the Metro. It allows our Officers to have real-time GPS tracking, up-to-the-minute reporting, and thus offers unparalleled transparency for our Clients.

What else makes us unique? All of us, from the President to our Director of Human Resources, has done the job that our Officers do. We've patrolled those parking garages at three in the morning, we've responded to alarm calls and noise complaints, and checked doors in the snow on Christmas Eve. The President of the Omaha Franchise built his first Franchise from the ground up, doing all the patrols himself, because he understood the importance of knowing every aspect of his business, and all of us have adopted the same mindset.

Let's meet the leadership team that you'll be working with:

**Aaron Mattea, President** – Aaron began his career in the United States Army in 2005, eventually becoming a member of the elite Army Rangers. After 7 years of honorable service he entered the private security sector working for the Department of State and Department of Defense as a security contractor around the globe. Aaron has been with Signal 88 Security since summer of 2014. He opened Signal 88 Security of Sioux Falls as the owner and operator in the summer of 2014 before acquiring Signal 88 Security of Omaha/Lincoln as the President in December of 2017.

**Kyle Kruse, Chief Executive Officer** – Kyle began his career in the United States Marine Corps in 2001 as an Infantryman and Anti-Terrorism Team Member. He entered the private security sector after he was discharged Honorably from the service. During his time in the field, he has worked with dozens of International and US Government agencies and departments, conducting operations on nearly every continent on Earth. He joined the Signal 88 team as CEO in January of 2017.

**Heath Mitchell, Chief Operations Officer** – Heath started his career in 2001 serving in the United States Marine Corps as an infantryman and Anti-Terrorism Team member. After being honorably discharged in 2005, he entered the private sector and worked primarily in Southwest Asia as a security consultant, logistics manager, instructor and Diplomatic Security Specialist for several different Government Agencies. Heath worked as a Vehicle Patrol and Lead Officer for Signal 88 for over a year in 2011-12 and came on with Signal 88 Omaha as the COO in March of 2018.

**Jon Johnson, General Manager** - Jon began his career in the United States Army as a vehicle mechanic and served Honorably for 8 years. During his time in the military he oversaw recovery operations and conducted force protection services for US and Canadian forces. From this he gained invaluable experience in vehicle operations and logistics. Jon joined the Signal 88 team in March 2012 as a Client Reputation Manager and is currently the General Manager for the Omaha Franchise.

**Ryan Owens, Regional Security Director** - Ryan began his professional career as a sworn Law Enforcement Officer with Nebraska State Patrol in 2011. Over the next six years, he worked for the State Patrol as well as other agencies in Nebraska. Afterwards, he transitioned to the private sector and worked as a Nuclear Security Officer in Nebraska, and then as an armed security supervisor for multiple companies, such as Oriental Trading Company and Signal 88 Security. Ryan joined the Executive Team as RSD in Omaha in May of 2018.

**Nate Ridenour, Regional Operations Manager** - Nathan started his career in the United States Army National Guard as an Automated Logistical Supply Specialist/Motor Transport Operator and served for 8 years. During his career he was deployed to Baghdad, Iraq as a driver/gunner in a Convoy Escort Team working alongside Military Intelligence. As a Driving/Gunner Instructor and Truck Commander he gained knowledge of community relations with the locals and route assessments in a multitude of environments. He has been with Signal 88 Security since 2013 working as a Vehicle Patrol, Dedicated, and Operations Manager both on a national and local scale. Nathan joined the Omaha team as a Regional Operations Manager in July of 2018.

**Kellie Higginson, Director of Human Resources** - Kellie joined Signal 88 Security in 2016. She started off as a Vehicle Patrol Officer for the company, and rapidly moved up the ranks from Administrative Assistant to Patrol Report Auditor, and then Dispatch Coordinator for the Corporate office. She joined the team at Signal 88 Omaha as HR Director in March of 2018.

We pride ourselves on making Signal 88 the premier choice for security in the Metro area, and all our clients are tremendously important to us. We will do our very best to give you the highest level of service, accountability and communication that we possibly can.

Thank you again for your consideration, and we very much look forward to working with you!

-Aaron, Kyle, Heath, Jon, Ryan, Nate and Kellie.

**ATTACHMENT: A**  
**RFP – NEBRASKA DEPARTMENT OF VETERANS AFFAIRS**  
**EASTERN NEBRASKA VETERANS' HOME**

**BIDDER REQUIREMENTS**

- 1. Provide a list of recruitment strategies that include attracting and maintaining a qualified pool of employees.**

**Response:** Signal 88 of Omaha utilizes several tools for recruitment, including social media outlets such as Facebook, as well as professional recruiting services such as ZipRecruiter and Indeed. In addition, we encourage our employees to refer people to us for employment.

We maintain an excellent rate of retention for several reasons. We provide open and clear lines of communication for all our employees to voice any issues or concerns they have. Our executive management is extremely responsive, which helps employees feel that they are being taken seriously. We also provide quality uniforms and equipment, as well as empowering our Officers to feel as though they are true professionals in the security field, and not 'rent-a-cops'. We give raises to those Officers who deserve them, and whenever possible, promote from within. This shows our Officers that if they put in the effort, they will be recognized and have the opportunity for professional growth.

- 2. Provide company policies on Equal Employment including EEO, ADA, Workplace Harassment Sexual Harassment and Employee Diversity.**

**Response:** These documents are included separately with the RFP. They are labeled as such.

- 3. Describe company policies and procedures for conducting background, criminal, and sex offender checks on all employees conducting business at the facilities and facility grounds, including frequency of registry checks.**

**Response:** All Signal 88 employees undergo State and Federal background checks to include Motor Vehicle records to ensure there are no felonies or convictions of sex offenses. NDVA Support Staff will be subject to these checks without exception. These checks are done as part of the initial hiring process and can be repeated at designated intervals if requested by the client.

- 4. Describe performance and evaluation process of staff.**

**Response:** Officers are evaluated on several factors. Reliability in showing up for assigned shifts on time, in uniform, being sound of mind and ready to execute their assigned duties. Appearance in keeping their uniforms clean, unsoiled, and befitting a Security Professional. Professionalism in their assigned roles in being polite and courteous to facility staff and guests, reporting any and all abnormalities they encounter while on duty in a timely manner, and being diligent in the

execution of their responsibilities. This information is gathered through spot checks by Signal 88 managers, and reports from the client and other individuals that meet the Officer while they are on duty. All Officers are subject to 90- and 180-day performance reviews with a member so Signal 88 Executive management in order to identify areas the Officer is doing well in, as well as to identify areas for improvement.

**5. Describe how your company receives, processes and responds to customer requests for temporary staffing assistance.**

**Response:** The client will be provided with a primary, secondary and tertiary means of direct communication with Signal 88 for the purposes of requesting additional services. These requests are forwarded, if not received directly by, our Regional Security Director, who will then go about filling the required manpower needs. These requests must be made in a timely manner prior to the requested start date. A minimum of 72 hours in advance is typically required to ensure staffing. 5-7 days prior is preferred, and anything inside of 72 hours will not guarantee that the staffing requirement is met on time, but Signal 88 will exhaust all means available to meet the requirements in a timely manner.

**6. Provide a copy on how the Support Staff will account for their hours worked.**

**Response:** Signal 88 tracks worked hours electronically through proprietary software integrated into an application run through smart devices. This software allows Officers to clock in/out, write reports, check schedules, and more. All this information entered through the app goes to our proprietary software 88Edge (information included separately in the RFP) which we use to track every aspect of scheduling, billing, payroll and more. This information is audited daily by Signal 88 management and is subject to weekly peer review and audits to ensure accuracy.

If the application fails or malfunctions on the user end, the Officers can call directly or send via SMS or email their worked hours and Signal 88 management will enter the hours manually after verifying their accuracy. Officers can also manually call and clock in remotely through an automated phone system if the application fails to work properly. This can be done 24/7 to ensure another level of redundancy when tracking hours and clock in/out times.

**7. Describe the standard shifts used by your company when assigning employees to provide services.**

**Response:** Signal 88 tailors the shifts to best fit the work site. Typically, we schedule 8 hour shifts, and don't schedule any individual Officer to be on duty longer than 12 hours.

**8. Procedures for customer billing and a copy of your company's invoicing format to include: name of employee, hourly rate of pay for the employee, total hours the employee worked and contractor's hourly billing rate.**

**Response:** Signal 88 can bill weekly or monthly, on a net 15 or net 30 basis. An example invoice is attached to this sheet.

**9. Provide a detailed management and work plan.**

**Response:**

**Hiring and training all new Officers:** Ryan Owens – Regional Security Director

**Payroll:** Kellie Higginson, Director of Human Resources.

**Billing & Client relations:** Jon Johnson, General Manager

**Overall Operations/Contract execution:** Heath Mitchell, Chief Operations Officer

Signal 88 Security operates with an established and reliable chain of command system, with everyone receiving support for all assigned tasks, as well as being audited and peer checked on all responsibilities and duties to ensure accuracy, timeliness and quality.

Officers will be hired and trained specifically to staff NDVA facilities and will undergo a multi-interview hiring process in order to ensure quality candidates are chosen. They will be scheduled on rotating shifts in order to provide up to 24-hour coverage.

**10. Provide your plan to meet established timelines for coverage; to handle short staffing; and any potential overtime occurrences.**

**Response:** If Signal 88 is selected with 'Intent to Award' on 12/28/18 our staffing and interview processes can begin right away. This will be done through job posts to begin our candidate selection process, and pre-interviews done over the phone in order to begin collecting a good pool of potential Officers. Upon contract award, all candidates will undergo our multi-interview hiring process and begin on-site training, pending passing their drug tests and background checks.

Signal 88 puts several redundancies in place with all our sites in anticipation of short staffing due to illness, weather, or other circumstances. First and foremost is to have Officers that may not work at NDVA regularly but are nonetheless trained in the responsibilities of the site if they need to work it. This allows us the ability to fill shifts on short notice with Officers who can carry out the necessary duties.

In addition to this, select members of Signal 88 upper management will themselves be trained on site, and in emergency situations, a member of the Executive Team will come to the site personally to stand the post until one of our Officers can arrive to relieve them.

Overtime hours will not be scheduled but may occur and will be handled internally. The client will not be billed anything additional if overtime is incurred. If an Officer ends up working what we consider an excessive number of hours in a short period of time, their schedules will be adjusted accordingly to ensure proper rest before they return to work.

**Signal 88 Security of Omaha, NE**  
Heath Mitchell, Chief Operations Officer  
Email: [hmittell@signal88.com](mailto:hmittell@signal88.com)  
Main: 402.498.8494  
Cell: 402.208.9550  
Website: [signal88.com/omaha](http://signal88.com/omaha)



**11. Describe how your company would be able to provide Front Desk Support Services for any or all the Additional Facilities listed in the Section V. H. Optional Additional Facilities below, if needed and requested by NDVA. Describe any limitations or restrictions that would apply for contractor to provide Front Desk Support Services at the Additional Facilities.**

**Response:** In order to provide Support Staff services for the additional facilities, all Signal 88 Security would require is 96 hours advance notice, and depending on the duration of the requested coverage, it may incur additional mobilization fees to cover travel and operational expenses. The Officers would be met by Signal 88 management in order to ensure site-specific training is conducted properly and outfitted with all the uniforms and equipment necessary to execute their assigned duties.

**E. BUSINESS REQUIREMENTS**

The Contractor must provide the following:

1. Qualified applicant(s) within three (3) business days and contact the NDVA facility via phone or email with an update on their progress.
2. Report to the NDVA facility via email within one (1) business day of the occurrence on any performance related issues with an employee working for NDVA.
3. Maintain policies and procedures for conducting background checks on all employees assigned to a facility and provide a copy prior to Support Staff's first shift at the facility.
4. Provide documentation verifying that all Support Staff provided by Contractor to perform services are not on Sex Offender, or Nebraska APS/CPS Registries, have no felony convictions and have not been cited by the Office of the Inspector General Exclusion List. Contractor will continue to monitor and periodically perform registry checks of professional staff assigned to perform services for NDVA, and any changes regarding the status of any of the Support Staff must be reported to NDVA immediately upon discovery. The documentation required under this section shall be provided to NDVA facility where the professional will be performing services

**F. STATE RESPONSIBILITIES**

NDVA shall provide the following:

1. Workspace, training and breaks to be coordinated with Administrative Assistant Staff or Nursing Supervisor.
2. Logins and security id/passwords to the computer in the working environment.
3. Training for the Lobby-Guard security program. Lobby-Guard is an automated on-line visitor management product, including a self-service kiosk. It instantly prints customized visitor and volunteer badges that include visitor name, reason for visit, person being visited, date and time. Badges contain a bar code that can be scanned at the kiosk for instant sign-out.
4. Access and training on the Attachment 1 AAR form.
5. Equipment (i.e. walkie-talkie, cell phone) for communications with staff onsite.

**G. BIDDER REQUIREMENTS**

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

1.	Provide a list of recruitment strategies that include attracting and maintaining a qualified pool of employees. Response: <i>See Att. A.</i>
2.	Provide company policies on Equal Employment including EEO, ADA, Workplace Harassment, Sexual Harassment and Employee Diversity. Response: <i>See Attachment A</i>
3.	Describe company policies and procedures for conducting background, criminal, and sex offender checks on all employees conducting business at the facilities and facility grounds, including frequency of registry checks. Response: <i>See Attachment A</i>
4.	Describe performance and evaluation process of staff. Response: <i>See Attachment A</i>

5.	Describe how your company receives, processes and responds to customer requests for temporary staffing assistance. Response: <i>See Attachment: A</i>
6.	Provide a copy on how the Support Staff will account for their hours worked. Response: <i>See Attachment: A</i>
7.	Describe the standard shifts used by your company when assigning employees to provide services. Response: <i>See Attachment: A</i>
8.	Procedures for customer billing and a copy of your company's invoicing format to include: name of employee hourly rate of the pay for employee, total hours the employee worked and contractor's hourly billing rate. Response: <i>See Attachment: A</i>
9.	Provide a Detailed Management and Work Plan. Response: <i>See Attachment: A</i>
10.	Provide your plan to meet established timelines for coverage; to handle short staffing; and any potential overtime occurrences. Response: <i>See Attachment: A</i>
11.	Describe how your company would be able to provide Front Desk Support Services for any or all of the Additional Facilities listed in the Section V. H. Optional Additional Facilities below, if needed and requested by NDVA. Describe any limitations or restrictions that would apply for contractor to provide Front Desk Support Services at the Additional Facilities. Response: <i>See Attachment: A</i>

**H. OPTIONAL ADDITIONAL FACILITIES:**

The NDVA reserves the right to request Front Desk Support Services from Contractor for the Additional Facilities listed below, subject to the requirements set forth in this contract and any limitations expressly set forth herein with respect to the Additional Facilities. The Additional Facilities are listed below. The use of Front Desk Support Services at the Additional facilities (if at all), shall be at the sole discretion of NDVA based on the needs of the facility.

1. Western Nebraska Veterans' Home (WNVH), located in Scottsbluff, Nebraska
2. Norfolk Veterans' Home (NVH), located in Norfolk, Nebraska
3. Central Nebraska Veterans' Home (CNVH), located in Kearney, Nebraska



### **Equal Employment Opportunity (EEO)**

Signal 88 Security does not discriminate against any applicant for employment, or any employee because of age, color, sex, disability, national origin, race, religion, or veteran status.

### **Americans with Disabilities Act (ADA)**

It is the policy of Signal 88 Security to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the organization's policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

### **Employee Diversity**

Signal 88 Security is committed to supporting and ensuring a diverse work environment in which everyone is treated fairly and with respect. Signal 88 recognizes diversity as one of our most important resources because we believe that diversity in our workforce helps us:

- a) attract, retain and motivate employees from the widest possible pool of talent;
- b) foster a culture that reflects our values of Customer Focus, Accountability, Integrity and Respect and is open to all;
- c) improve innovation, creativity and inspire critical thinking;
- d) create a dynamic environment that leads to higher performance and well-being and greater employee engagement and satisfaction; and
- e) improve the connection between our people and the community we serve.

# Sexual Harassment

## Company Policy

Signal 88 Omaha, LLC will not tolerate sexual harassment in the workplace. No employee, either male or female, should be subject to unwelcome verbal or physical conduct that is sexual in nature or that shows hostility to the employee because of the employee's gender. Sexual harassment refers to behavior that is not welcome, that is personally offensive, debilitates morale and, therefore, interferes with work effectiveness. Violations of this policy may result in disciplinary action up to and including termination.

Signal 88 Omaha, LLC has a policy of zero tolerance for sexual harassment during work, during business involving the employer, or while on employer property by any employee (including supervisors and managers) or by any non-employee (including customers, visitors, and independent contractors).

Management at all levels is responsible for preventing workplace sexual harassment. This responsibility includes immediately reporting conduct by anyone, coworker, supervisor, or non-employee, that may constitute sexual harassment, even if the conduct was sanctioned and regardless of how awareness of conduct was gained.

## Sexual Harassment Defined

Signal 88 Omaha, LLC has adopted, and its policy is based on, the definition of sexual harassment set forth by the Equal Employment Opportunity Commission (EEOC). Sexual harassment prohibited by law and by this policy includes the following conduct:

- Unwelcome verbal or physical conduct of a sexual nature when submission to the conduct is made either an explicit or implicit term or condition of employment (such as promotion, training, timekeeping, overtime assignments, leaves of absence); or
- Unwelcome verbal or physical conduct of a sexual nature when submission to or rejection of the conduct is used as a basis for making employment decisions; or
- Unwelcome verbal or physical conduct of a sexual nature when the conduct has the purpose or effect of substantially interfering with a person's work performance, or creating an intimidating, hostile, or offensive work environment; or
- Unwelcome verbal or physical nonsexual conduct that denigrates or shows hostility toward a person because of his or her gender when the conduct has the purpose or effect of substantially interfering with a person's work performance, or creating an intimidating, hostile, or offensive work environment.

## Complaint Process

Signal 88 Omaha, LLC cannot address claims of harassment or discrimination unless employees bring these claims to the attention of the management team. Failure to report claims of harassment prevents Signal 88 from taking steps to remedy the problem and preventing future occurrences. Leaders must immediately inform Human Resources of any complaints received. Any member of management who has not received a complaint but who suspects conduct that might violate this policy must immediately inform Human Resources, regardless of how the leader became aware of the conduct.

An employee who believes that he or she has been subjected to sexual harassment by anyone is encouraged, but not required, to promptly tell the person that the conduct is unwelcome and ask the person to stop the conduct. Anyone who received such a request must immediately comply with it and must not retaliate against the employee.

The employee may also choose to raise the complaint through his or her immediate supervisor, who will in turn contact any of the officials listed above. If the employee feels uncomfortable about discussing the complaint with the immediate supervisor, or one of the above officials, the employee should feel free to bypass the supervisor or official and take the complaint to any other supervisor or one of the other listed officials.

If you experience or witness sexual harassment in the workplace, report it immediately to the Administrative Manager or Operations Manager. Due to confidentiality rights, it is recommended all claims are made via phone call, or in person at the main office. You may also report harassment to any other member of Signal 88 Omaha's management or ownership. All allegations of sexual harassment will be quickly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure.

All complaints will be handled as confidentially as possible.

### Investigation Process

After notification of the employee's complaint, a formal investigation will be initiated to gather all facts about the complaint. After completion of the investigation, a determination will be made by appropriate management regarding the resolution of the case. If warranted, disciplinary action up to and including termination will be imposed. Other appropriate actions will be taken to correct problems caused by the conduct.

### Retaliation

This policy also prohibits retaliation against any employee who reports inappropriate discriminatory conduct or assists in the investigation of a complaint. No employee will be disciplined or otherwise retaliated against as a result of making a complaint or participating in an investigation of a complaint. Retaliation is violation of this policy may result in discipline up to and including termination.



**Attachment: B**

**Corporate Overview**

**A. Bidder Identification and Information**

Company Name: Signal 88 Security LLC.

Address: 14216 Dayton Circle STE. 6, Omaha, NE 68137

Company Headquarters Address:

Licensed in Nebraska since: 2003

**B. Financial Statements**

**\*Signal 88 is not a publicly held company. Our most recent billing statement is included with this attachment\***

**Description of organization:** Signal 88 Security is a worldwide network of privately-owned Franchises, all responsible for providing security and peace of mind to their communities. The Omaha Franchise is foremost among these, currently ranking #4 out of 206 individual franchises in size and profitability. Also ranking at or near the top in growth, sales, and Officer retention.

**Size:** Currently, Signal 88 Omaha employs seven (7) full-time, salaried Executives, all of whom are listed in this RFP. In addition, we have over fifty (50) full-time W2 employees, which includes our middle management, and over one hundred (100) part-time Officers and 1099 Contractors.

**Longevity:** Signal 88 has been in business since 2003 with one Office in Omaha, NE and has grown by leaps and bounds since then.

**Client base:** Signal 88 Omaha services directly more than 100 clients on a full-time basis and provides on-call event services for dozens more every year. The Signal 88 network of franchises services thousands of individual clients every year.

**Areas of specialization and expertise:** Static physical security, Vehicle-based security patrol operations, logistical coordination, Security auditing, Event security planning, Client relations.

**Other pertinent information:** Several of the Executives in our Office have extensive experience working with Government contracts in the past, most notably the Department of State and the Department of Defense. We have a deep understanding of the need for oversight and accountability, especially when it comes to a contract of this nature, involving caring for and securing our Nation's veterans. While we will always give all our clients our best efforts, having the privilege of assisting the State and the Federal government in providing security for Veteran's facilities is something we would take very seriously.

**C. Change of Ownership**

No change of ownership is expected within the next twelve (12) months or beyond.

**D. Office Location**

14216 Dayton Circle STE. 6, Omaha, NE 68137

**E. Relationships with the State**

Signal 88 of Omaha was contracted by the State of Nebraska to provide security at one of their facilities in Omaha, NE. We provided said service from April 2<sup>nd</sup> – September 1<sup>st</sup>, 2018. Services were not ended due to any service concerns. In fact, our Officer performed so well that the State hired her on as a full-time State of Nebraska employee when the contract ended.

**Contract Point of Contact:**

Todd Aksamit | Eastern Regional Facilities Manager

Nebraska Department of Administrative Services – State Building Division

1313 Farnam Street, Suite 202 | Omaha, NE. 68102 | P: 402-595-2192 | C: 402-670-7821

[todd.aksamit@nebraska.gov](mailto:todd.aksamit@nebraska.gov)

**F. Bidder's Employee Relations to State**

Signal 88 of Omaha does not currently employ any persons that have been an employee of the State of Nebraska within the last twelve (12) months, nor does Signal 88 of Omaha employ anyone that is also currently employed by any agency of the State of Nebraska.

## **G. Contract Performance**

**Client:** Elevate Living Property Management

**Contract terminated on:** November 13th, 2018

**Reason for termination:** Failure to provide patrol and pool lock services

**Contact information:** Patrick Hegdahl, (952) 777-3915,  
[phegdahl@elevateliving.com](mailto:phegdahl@elevateliving.com)

**Bidder's position:** While there were some instances where Signal 88 did fail to provide some services, such as occasional vehicle tours and pool lockups, there was a tremendous amount of supposition and assumption on the part of the property managers regarding Signal 88's lack of performance. There were a multitude of occasions where services were rendered, photographic evidence was provided to the client, but property managers still reported up to higher management in a negative way that painted Signal 88 in an unfair light. We provided service on several occasions that were outside of the contract, at no extra charge, but nonetheless were accused of not doing so. There is no question that Signal 88 did not execute this contract to perfection but breaks in communication and unclear instructions were a driving force behind a lot of it.

**Client:** The Lund Company

**Contract terminated on:** October 18<sup>th</sup>, 2018

**Reason for termination:** Failure to provide pool lock services

**Contact information:** Bobbi Sramek, 402.393.8811,  
[Bobbi.sramek@lundco.com](mailto:Bobbi.sramek@lundco.com)

**Bidder's position:** This contract consisted of 24 apartment complexes requiring their swimming pools to be locked each night. 20 of these properties had no issue with the services rendered and were a bit surprised when our services were terminated. The remaining properties were dissatisfied with the consistency of services rendered. There were several reasons for this. First, was the failure of property managers to get pool keys to Signal 88 in a timely manner, some of them not doing so until mere hours before services were set to begin, which immediately placed Signal 88 in a bad position as some keys were old and incorrect, and we did not have time to verify this before beginning services. Also, property maintenance workers often unlocked pools and left them unlocked, and

Signal 88 was blamed for not providing services even when we did. In other cases, instructions for pool lockups were often unclear, or absent entirely, leading to breaks in communication and no establishment of standards, again putting our Officers in difficult situations with little to no guidance on what was expected. Signal 88 absolutely was at fault in some cases, no question. Our patrol team at the time was inexperienced and lacked cohesion, leading to several issues that have since been rectified. There were issues on both sides that eventually led to Lundco making the decision to terminate services.

#### **H. Summary of Bidder's Corporate Experience**

##### **Client Information:**

Infogroup

1020 E 1st Street, Papillion, NE 68046

Greg Albertson-Facilities Director

greg.albertson@infogroup.com

402.836.3631

January 2012-Present

Signal 88 is the prime and only physical security contractor for this location. Infogroup is a big data and marketing services company headquartered in Papillion, Nebraska. The company's clients include Fortune 100 companies, small- to medium-sized businesses, and agencies, who use its real-time data on 245 million individuals and 25 million businesses for customer acquisition and retention. Infogroup contracted with Signal 88 in January of 2012 and has enjoyed peace of mind and adaptability ever since. Infogroup utilizes a hybrid account with Signal 88. Whereas we provide onsite officers 15 hours a day Monday through Friday 7:00 AM to 10:00 P.M., we then switch to roving vehicle patrols after 10:00 P.M. and throughout the weekends utilizing interior checks for fire protection and prevention services. Contractor responsibilities include but are not limited to; the vetting and security of mail for all Infogroup staff. Conducting of virtual tours of the entire campus and parking lot via the digital system of 100+ cameras and entry control access (badging). Conduct physical walking tours of the campus in its entirety 2 times per shift. Greet Infogroup employees

as they enter and exit the building, to provide a positive and friendly environment for everyone on site.

**Client Information:**

CSG International  
10820 Burt Street, Elkhorn, NE 68022  
Carl Calvert-Facilities Director  
carl.calvert@csgi.com  
402.431.7000  
March 2013-Present

Signal 88 is the prime and only physical security contractor for this location. CSG is a multinational corporation headquartered in Greenwood Village, Colorado. It provides Business Support Systems software and services, primarily to the telecommunications industry. CSG international contracted with Signal 88 Security in March of 2013 and still employs our services to this day. Contractor responsibilities include but are not limited to; the overall safety and security of the two buildings separated by a skywalk. Officers onsite utilize visitor management software to sign in guests ensuring they have an employee escort or are escorted by the security staff itself for PCI compliance. Officers monitor a bank of 100+ cameras and provide termination services when requested. Officers intake mail and sign for shipping packages daily. IDF temperature check rounds are made every other hour while on shift to ensure data upkeep and maintenance are held within comfortable temperatures. Over the years CSG has scaled up and scaled down different avenues of security with Signal 88. From Armed Law Enforcement and 24/7 coverage, to unarmed civilian based officers running 12 hours Monday through Friday. The current schedule is Monday through Friday 7:00 A.M. to 6:00 P.M. Additionally, CSG has a multitude of events throughout the year in addition to the regularly scheduled staffing requirements that have required up to 5 additional guards with very minimal advanced notice given (usually 48 hours).

**Client information:**

State of Nebraska

1313 Farnam Street Suite 202 Omaha NE 68102

Todd Aksamit- Eastern Regional Director

todd.aksamit@nebraska.gov

402.595.2192

March-August 2018

During this timeline Signal 88 was utilized as the prime contracting guard force for the State of Nebraska building. Officers mirrored state employee security staff duties that included visitor management, help/information desk services, CC TV monitoring, employee escorts, building roving in order to ensure that doors that were supposed to be locked were and no suspicious persons or activity could be found. Complete lock up procedures were conducted at the end of the shift. Signal 88 was in complete control of signing out state government vehicles, monitoring of phones was of paramount importance during day to day operations. Scheduling was fluid, however, it primarily consisted of Monday through Friday 10:30 A.M. to 6:30 P.M. and or Monday through Friday 2:30 P.M. to 6:30 P.M. Signal 88 was contracted for this period during a time when their in-house state employee guard service had a vacancy. Our Officer performed so well, that she was hired on full time to fill the original vacancy that Signal 88 was originally contracted to fill.

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

**All Resume's for the following personnel contained within Attachment C included with this RFP.**

Chain of Command & responsibilities pertaining to NDVA Operations:

**-Aaron Mattea, President**

Responsible for: Overall supervision of the franchise's managers, financials and overall performance.

**-Kyle Kruse, CEO/CFO**

Responsible for: Auditing and maintaining correct billing records, financial records and seeing to overall contract execution.

*Reports directly to: Aaron Mattea*

**-Heath Mitchell, Chief Operations Officer**

Responsible for: Primary point of contact for NDVA personnel regarding any contractual inquiries or disciplinary issues if it becomes necessary. Primary overseer of managers directly involved in day-to-day NDVA operations.

*Reports directly to: Kyle Kruse*

**-Jon Johnson, General Manager**

Responsible for: Sending out and maintaining prompt invoicing and billing for NDVA. Will be the immediate supervisor for all tasks and activities pertaining to NDVA undertaken by Mr. Owens, Mr. Ridenour and Ms. Higginson.

*Reports directly to: Heath Mitchell*

**-Ryan Owens, Regional Security Director**

Responsible for: Primary point of contact for NDVA personnel regarding day-to-day scheduling, Officer concerns and training. Stage two interviews for all NDVA Officer Candidates. All training and scheduling regarding NDVA personnel. Will run point for any of the Additional Facilities' staffing requirements should they become necessary.

*Reports directly to: Jon Johnson*

**-Nathan Ridenour, Regional Operations Manager**

Responsible for: Stage one interviews for all NDVA Officer candidates. Assisting Mr. Owens in any facet of the NDVA contract to include Officer training, staffing and site visits.

*Reports directly to: Jon Johnson*

**-Kellie Higginson, Director of Human Resources**

Responsible for: Initiating and conducting initial phone interviews for NDVA Officer Candidates, maintaining all paper records and payroll information for NDVA Officers that pass the interview process, processing background checks, administering drug tests and other miscellaneous administrative tasks required by the contract.

*Reports directly to: Jon Johnson*

**J. Subcontractors**

Signal 88 Security of Omaha does not currently have any subcontractors in service at any of our current contracts and does not plan to use them for NDVA facilities.

**3. Technical Approach**

**A. Understanding of the project requirements**

S88 of Omaha has undertaken projects like this in the past, requiring strict adherence to training standards and regulations, as well as having reliable officers in different geographical locations. It is a task that we are familiar with, and well equipped to undertake. Our Executive Team is well trained, efficient and work well together when it comes to executing contracts of this nature. We fully understand the importance of the nature of this contract, given the nature of the facilities we would be entrusted to protect.

Signal 88 of Omaha currently executes multiple contracts of this size with many similarities. On one such contract, a single Officer covers a University campus much larger than the NDVA facilities mentioned in this RFP. This Officer is responsible for many of the specific responsibilities outlined by NDVA. Not just checking doors, but securing parking structures, checking individual rooms and parts of specific buildings, and much more. To that end, we are very attuned to the sensitivity of such projects and understand the need for thorough training, complete accountability, and good leadership in order to maintain a high level of service.

## **B. Proposed development approach**

Developing the contract on a technical level involves multiple steps.

-First would involve our proprietary computer software, 88Edge (more information included separately with this RFP) where we set up contract details, billing information, report dissemination procedures and schedules. This process is spearheaded by our GM, Jon Johnson, and our RSD, Ryan Owens, and overseen and audited by the COO, Heath Mitchell, ensuring multiple layers of checks and balances to ensure everything is entered and done correctly.

Second, after all technical information is entered into 88Edge as the foundation, the individual Officers are entered onto the schedule. 88Edge has built in functions to ensure that things like any possible Overtime, scheduling conflicts and other difficulties are avoided. This allows our managers a clear and concise view of the upcoming schedule and can be populated months in advance and can be made available to NDVA personnel on request.

Lastly, after everything on a technical level is prepared, the development of our Officers can begin to include site visits, on-site training and electronic courses and certifications, in addition to the hiring process, background and drug testing that they will have already undergone.

All these steps will ensure that every level of the contract is ready prior to the first shift worked at a NDVA facility.

## **C. Technical considerations**

Transportation, training and communication are paramount considerations given the scope of the contract. Signal 88 will put together detailed plans for training outlines first and foremost, as well as scheduling site visits by the executive team prior to the first shift being worked. Our main considerations are ensuring that all Officers have a solid understanding of their responsibilities, as well as establishing professional relationships with key NDVA personnel on site.

#### **D. Detailed project work plan**

Our work plan, assuming 24-hour coverage at the facility would center around three (3) eight (8) hour shifts per day, consisting of one Officer each. Each of these shifts would begin with a duty changeover between the off going and oncoming Officers where they will pass on any relevant information gained during their shift, as well as hand over any site-specific equipment such as phones, radios and logbooks. The exact equipment would be determined during the run up to the contract start date.

In addition to this, Signal 88 always does our best to put redundancies in place in anticipation of unforeseen issues such as car breakdowns, bad weather, family emergencies, etc. This primarily will consist of having multiple Officers trained at NDVA facilities that can effectively discharge the required duties in the event it becomes necessary. In addition to that, Signal 88 Executive team members will also be familiar with the duties and responsibilities, and in an emergency will be able to work the shift themselves until a regular Officer can get to the site.

#### **E. Deliverables and due dates**

Upon contract award:

- Within 1 day: Job postings will go up, written specifically to NDVA facilities and requirements.
- Within 2 days: Members of the executive team will conduct site visits and meet with key NDVA personnel.
- Within 5 days: The 1<sup>st</sup> of 2 interviews will be conducted for qualified applicants.
- Within 7 days: Acquisition process for any contract specific items will begin.
- Within 10 days: background checks will be submitted for all current candidates, 2<sup>nd</sup> interviews will be conducted, and new hire paperwork will be completed.
- Within 2 weeks: The first Officers hired for NDVA will be available to begin on-site training and orientation with Signal 88 and NDVA personnel.
- 2 weeks to 30 days: All Officers will complete training and be ready to begin contract execution.

Cash Receipts Register (Includes Cash in Market)

Franchise No: 205



Deposit Dated for Date Range: 10/1/2018 - 10/31/2018

DepositDate	CustomerNo	CustomerName	DepositN	Type	InvoiceNo	CheckNo	State-Zip-City	InvDate	
10/01/18	0066843		07878	C	3331080	18644	NE-68116 Omaha 09/01/18	7.00	375.00
10/01/18	0068681		07879	C	3331198	10441	NE-68102 Omaha 09/01/18	7.00	467.50
10/01/18	0068682		07879	C	3331117	4434	NE-68144 Omaha 09/01/18	7.00	305.00
10/01/18	0068683		07879	C	3331177	3411	NE-68144 Omaha 09/01/18	7.00	305.00
10/01/18	0068686		07879	C	3331201	2456	NE-68102 Omaha 09/01/18	7.00	305.00
10/01/18	0068687		07879	C	3331202	1872	NE-68108 Omaha 09/01/18	7.00	305.00
10/01/18	0068688		07879	C	3331203	2359	NE-68108 Omaha 09/01/18	7.00	305.00
10/01/18	0068689		07879	C	3331204	2379	NE-68102 Omaha 09/01/18	7.00	305.00
10/01/18	0068690		07879	C	3331128	4434	NE-68144 Omaha 09/01/18	7.00	305.00
10/01/18	0068743		07883	C	3318207	1549	NE-68046 Papillion 05/30/18	7.50	172.00
10/02/18	0066796		07886	C	3330004	ACH100218	NE-68124 Omaha 08/31/18	7.00	8,954.00
10/02/18	0066832		07888	C	3329991	ACH100218	NE-68022 Omaha 08/31/18	5.50	4,248.98
10/02/18	0067360		07892	C	3318113	2183	NE-68137 Omaha 05/30/18	7.00	1,464.00
10/02/18	0067831		07892	C	3329986	1324	IA-51501 Council Bluffs 08/29/18	7.00	4,032.00
10/02/18	0067831		07892	C	3331501	1324	IA-51501 Council Bluffs 09/12/18	7.00	4,177.80
10/04/18	0066941		07908	C	3331155	34293839	NE-68135 Omaha 09/01/18	0.00	445.50
10/04/18	0069708		07908	C	3331206	34293839	NE-68010 Omaha 09/01/18	0.00	445.50
10/05/18	0066913		07912	C	3331170	ACH100518	NE-68127 Omaha 09/01/18	7.01	213.50
10/05/18	0071051		07918	C	3331550	20382	NE-68102 Omaha 09/14/18	7.00	1,100.00
10/09/18	0066845		07925	C	3334591	22241	NE-68111 Omaha 10/01/18	7.00	1,798.00
10/09/18	0067284		07926	C	3333877	22169	NE-68144 Omaha	7.00	

SalesAmt	Tax%	SalesTax	TotalCash
26.26		401.26	375.00
32.04		489.54	457.50
21.36		326.36	305.00
21.36		326.36	305.00
21.36		326.36	305.00
21.36		326.36	305.00
21.36		326.36	305.00
21.36		326.36	305.00
21.36		326.36	305.00
12.90		184.90	172.00
626.78		9,580.78	8,954.00
233.69		4,482.67	4,248.98
102.48		1,566.48	1,464.00
282.24		4,314.24	4,032.00
292.45		4,470.25	4,177.80
0.00		445.50	445.50
0.00		445.50	445.50
14.96		228.46	213.50
77.00		1,177.00	1,100.00
125.88		961.94	836.06

10/09/18	0087711		7926	C	33321	0028039695	09/30/18	NE-68028 Gretna	5.50	640.00
10/10/18	008797		930	C	3334E	1267	09/22/18	NE-68144 Omaha	7.00	2,347.40
10/10/18	008794		931	C	3334E	027102	10/01/18	NE-68114 Omaha	7.01	1,224.78
10/11/18	008834		946	C	3333E	168398	10/01/18	NE-68144 Omaha	0.00	259.1
10/11/18	008920		946	C	3326E	118337	09/30/18	NE-68164 Omaha	7.00	905.1
10/11/18	008923		946	C	33347	015631	08/01/18	NE-68104 Omaha	7.00	252.1
10/11/18	008229		946	C	3333E	168398	10/01/18	NE-68054 Lincoln	0.00	744.1
10/11/18	008707		946	C	33344	168398	09/30/18	NE-68333 Crete	7.50	2,494.1
10/11/18	008897		946	C	3320C	13706	09/30/18	NE-68127 Omaha	7.02	1,638.1
10/11/18	008180		946	C	3333E	5819	05/24/18	NE-68154 Omaha	7.00	68.1
10/11/18	008003		950	C	3330E	10165691	09/30/18	NE-68102 Omaha	7.00	98.1
10/12/18	008848		953	C	3333E	ACH1012	09/05/18	NE-68134 Omaha	0.00	2,670.1
10/12/18	008846		957	C	33311	5619	09/30/18	NE-68134 Omaha	7.01	950.1
10/12/18	008712		957	C	33347	00009962	09/01/18	NE-68105 Omaha	7.00	225.1
10/15/18	008341		968	C	33324	135358	10/01/18	-68528 Lincoln(Bill To)	7.25	1,575.1
10/15/18	008915		969	C	3334E	5156	09/25/18	NE-68164 Omaha	7.00	92.1
10/15/18	008831		970	C	3334E	27916	10/01/18	NE-68114 Omaha	7.00	1,225.1
10/15/18	008836		970	C	33304	00000117	10/01/18	NE-68102 Omaha	7.00	312.1
10/15/18	008849		970	C	3334E	27916	09/01/18	NE-68134 Omaha	7.00	659.1
10/15/18	008911		970	C	33352	12456	10/01/18	NE-68138 Omaha	5.50	312.1
10/15/18	008911		970	C	33352	3406	10/01/18	NE-68138 Omaha	5.50	1,205.1
10/15/18	008911		970	C	33352	41571	10/01/18	NE-68138 Omaha	5.50	1,205.1
10/15/18	008935		970	C	33347	3388	10/01/18	NE-68117 Omaha	7.00	1,205.1
10/15/18	008939		970	C	3333E	1148	10/01/18	NE-68022 Omaha	7.00	325.1
10/15/18	008562		971	C	3330E	1034	10/01/18	NE-68507 Omaha	7.00	1,023.1
10/16/18	008796		974	C	33317	ACH1016	08/31/18	NE-68124 Omaha	7.00	3,345.1

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0.00	655.26	655.26
0.00	138.58	138.58
0.00	905.98	905.98
17.65	269.78	252.13
52.08	796.08	744.00
0.00	2,494.80	2,494.80
122.86	1,638.00	1,515.14
4.79	73.04	68.25
6.86	104.86	98.00
186.90	2,856.90	2,670.00
0.00	950.00	950.00
15.80	241.30	225.50
110.26	1,685.26	1,575.00
6.67	26.46	19.79
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0.00	166.92	166.92
46.15	705.39	659.24
0.00	166.92	166.92
0.00	223.09	223.09
0.00	602.46	602.46
66.30	446.18	379.88
22.76	347.76	325.00
71.62	1,094.62	1,023.00
234.20	3,579.75	3,345.55

10/16/18	009341		07977	C	33324	4	APPLY PP	09/14/18 -68528 Lincoln(Bill To)	7.25	7,800.16
10/16/18	009840		07978	C	33336	7	MVD PP	09/25/18 NE-68118 Omaha	7.00	92.00
10/16/18	009830		07981	C	33345	7	22262	09/30/18 NE-68127 Omaha	7.00	140.00
10/16/18	009903		07981	C	33346	1	9800	10/01/18 NE-68116 Omaha	7.00	1,240.00
10/16/18	009921		07982	C	33347	7	5094	10/01/18 NE-68144 Omaha	7.00	315.00
10/16/18	009691		07986	C	33336	4	9513	10/01/18 NE-68116 Omaha	7.00	1,470.00
10/16/18	009941		07988	C	33347	5	34294352	09/30/18 NE-68135 Omaha	0.00	457.00
10/16/18	009824		07989	C	33351	7	00596	10/01/18 NE-68102 Omaha	7.00	513.00
10/16/18	009934		07989	C	33345	5	001527	10/08/18 NE-68164 Omaha	7.00	398.00
10/17/18	009792		07002	C	33346	5	49864	10/01/18 NE-68144 Omaha	0.00	2,976.00
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10/17/18	009829		07005	C	33347	4	135437	10/01/18 NE-68127 Omaha	7.00	701.00
10/18/18	009833		07008	C	33310	1	ACH101818	10/01/18 NE-68110 Omaha	7.00	620.00
10/22/18	009827		07035	C	33304	9	536085	09/01/18 NE-68005 Bellevue	7.00	1,911.00
10/22/18	009917		07035	C	33338	3	25781	09/01/18 NE-68127 Omaha	7.00	806.00
10/22/18	009301		07037	C	33338	3	419381	09/30/18 NE-68114 Omaha	7.00	288.00
10/22/18	009909		07038	C	33345	9	000008903	09/30/18 NE-68144 Omaha	7.00	640.00
10/22/18	009711		07038	C	33351	4	00283783 "	10/01/18 NE-68028 Gretna	7.00	950.00
10/23/18	009827		07052	C	33202	1	536647	10/06/18 NE-68005 Bellevue	5.50	367.00
10/23/18	009827		07052	C	33237	5	536647	06/01/18 NE-68005 Bellevue	7.00	806.00
10/24/18	009931		07057	C	33311	5	1030	07/01/18 NE-68106 Omaha	7.00	806.00
10/24/18	009931		07057	C	33347	9	1030	09/01/18 NE-68106 Omaha	7.00	159.00
10/24/18	009932		07057	C	33311	4	1030	10/01/18 NE-68106 Omaha	7.00	159.00
10/24/18	009932		07057	C	33345	7	1030	09/01/18 NE-68106 Omaha	7.00	159.00
10/24/18	009933		07057	C	33311	2	1030	10/01/18 NE-68164 Omaha	7.00	318.00
10/24/18	009933		07057	C	33345	9	1030	09/01/18 NE-68164 Omaha	7.00	159.00

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0.00	168.52	168.52
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32.04	489.54	457.50
0.00	513.00	513.00
27.86	425.86	398.00
0.00	1,592.16	1,592.16
0.00	315.00	315.00
38.57	739.79	701.22
43.40	663.40	620.00
133.77	2,044.77	1,911.00
56.42	862.42	806.00
20.16	288.00	267.84
44.84	685.34	640.50
0.00	508.26	508.26
20.20	367.20	347.00
56.42	862.42	806.00
56.42	862.42	806.00
11.16	170.60	159.44
11.16	170.60	159.44
11.16	170.60	159.44
0.00	170.60	170.60
11.16	170.60	159.44

10/25/18	0068730		08061	C	3319658	ACH102518	NE-68164 Omaha	7.00	318.88
							06/01/18		1,560.00
10/25/18	0013730		08061	C	3320263	ACH102518	NE-68164 Omaha	7.00	
							06/11/18		2,340.00
10/25/18	0013730		08061	C	3320738	ACH102518	NE-68164 Omaha	7.00	
							06/18/18		2,340.00
10/25/18	0013730		08061	C	3321164	ACH102518	NE-68164 Omaha	7.00	
							06/25/18		3,120.00
10/25/18	001767		08069	C	3333103	2198	IA-51101 Sioux City	0.00	
							09/29/18		525.00
10/25/18	001767		08069	C	3333104	2198	IA-51101 Sioux City	0.00	
							09/30/18		375.00
10/25/18	001314		08069	C	3335276	36314	NE-68131 Omaha	7.00	
							09/30/18		100.00
10/25/18	001494		08069	C	3335346	11532	NE-68508 Lincoln	7.00	
							10/12/18		5,800.00
10/25/18	001855		08070	C	3335156	0000999220	NE-68105 Omaha	7.00	
							09/30/18		150.00
10/25/18	001085		08070	C	3330894	123891	NE-68950 Lincoln	7.25	
							09/11/18		2,608.00
10/26/18	001913		08073	C	3334779	ACH102618	NE-68127 Omaha	7.00	
							10/01/18		217.00
10/26/18	001838		08077	C	3334590	016096	NE-68046 Papillion	7.50	
							10/01/18		617.58
10/26/18	001847		08077	C	3330008	500730	NE-68046 Papillion	7.50	
							08/31/18		7,228.84
10/26/18	001895		08078	C	3334768	0420003520	NE-68144 Omaha	7.00	
							10/01/18		620.00
10/26/18	001823		08080	C	3330426	20171	NE-68131 Omaha	7.00	
							09/01/18		457.50
10/29/18	001843		08090	C	3334592	18704	NE-68116 Omaha	7.00	
							10/01/18		780.00
10/29/18	001920		08093	C	3334771	118666	NE-68164 Omaha	7.00	
							10/01/18		252.13
10/29/18	001684		08093	C	3333853	5721	NE-68134 Omaha	7.00	
							09/30/18		417.50
10/29/18	001180		08093	C	3335152	5854	NE-68154 Omaha	7.00	
							10/01/18		372.00
10/29/18	001280		08093	C	3333891	748268	NE-68128 Lavista	7.50	
							09/30/18		1,120.00
10/30/18	001827		08101	C	3334586	537228	NE-68005 Bellevue	7.00	
							10/01/18		1,612.00
10/30/18	001828		08101	C	3334762	537228	IA-51501 Council Bluffs	7.00	
							10/01/18		365.00
10/30/18	001711		08101	C	3336010	0028647325	NE-68028 Gretna	5.50	
							10/20/18		2,569.80
10/30/18	001158		08101	C	3336124	104246	NE-68107 Omaha	7.00	
							10/25/18		45,223.00
10/30/18	001158		08101	C	3336128	104246	NE-68107 Omaha	7.00	
							10/25/18		52,639.00
10/31/18	001796		08106	C	3333886	ACH103118	NE-68124 Omaha	7.00	

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109.20	1,669.20	1,560.00
163.80	2,503.80	2,340.00
163.80	2,503.80	2,340.00
218.40	3,338.40	3,120.00
0.00	525.00	525.00
0.00	375.00	375.00
7.00	107.00	100.00
406.00	6,206.00	5,800.00
10.50	160.50	150.00
189.08	2,797.08	2,608.00
15.20	232.20	217.00
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43.40	663.40	620.00
32.04	489.54	457.50
0.00	417.30	417.30
17.65	269.78	252.13
29.24	446.74	417.50
26.04	398.04	372.00
84.00	1,204.00	1,120.00
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25.55	390.55	365.00
141.34	2,569.80	2,428.46
3,165.60	48,388.60	45,223.00
3,684.72	56,323.72	52,639.00

10/31/18

0066832



08107

C

3333859

ACH 103118

09/30/18  
NE-68022 Omaha  
09/30/18

5.50

8,590.66  
3,539.74

601.35	9,192.01	8,590.66
194.69	3,734.43	3,539.74
	<hr/>	<hr/>
	14,219.23	232,106.56



**ATTACHMENT: C**

**Signal 88 Omaha Executive Team Resume's**

**Table of contents**

- 1. Aaron Mattea, President**
- 2. Kyle Kruse, Chief Executive Officer**
- 3. Heath Mitchell, Chief Operations Officer**
- 4. Jonathan Johnson, General Manager**
- 5. Ryan Owens, Regional Security Director**
- 6. Nathan Ridenour, Regional Operations Manager**
- 7. Kellie Higginson, Director of Human Resources**

**Aaron Mattea**

**1615 S 207<sup>th</sup> St**

**Elkhorn, NE 68022**

**(402)350-1224**

**amattea@signal88.com**

## **Work History**

### **Signal 88 Security**

**March 2014 – Present**

#### **Position: President/Owner**

Creating, communicating and implementing Signal 88 Security's organization vision, mission and overall direction. Leading and evaluating the work of executive leaders. Formulating and implementing the strategic plan that guides the direction of the business. Overseeing the complete operation of our organization in accordance with the direction established in the strategic plans.

### **Aegis Defense Services**

#### **Position: Protective Security Specialist**

**February 2013 – February 2014**

Kabul Embassy Security Force under the United States Department of State Worldwide Protective Services (WPS) contractor to provide security support services to U.S. Department of State (DOS), U.S Embassy, Kabul Afghanistan, personnel, and other U.S. government personnel as required.

### **Triple Canopy**

**July 2012-January 2012**

#### **Position: QRF Team Leader**

Team leader on a mobile security team, protecting high ranking government officials, government operatives (agents), providing private protection in Afghanistan.

**DynCorp International**

**January 2011 – July 2012**

**Position: Protective Security Specialist**

Team leader for QRF Bagram Flight Line

Keeping count of all personnel inside the restricted area of the flight line, responsible for all personnel on the construction sites doing vehicle inspections and checking for any items not allowed on the flight line. Log all personnel that enter and exit the flight line. Following all procedures and rules of the flight line.

**United States Army**

**Position: 11B**

**October 2005 – January 2011**

Trained and led 4-12-man teams for and during combat operations including foot and mounted patrols, raids and detainee operations.

- Aided in the operational planning of combat operations
- Attained expert marksmanship qualification
- Received and implemented combat orders and directed deployment of personnel in offensive, defensive and retrograde operations.

**References:**

**Matt Zelasney U.S Navy SGT (402) 830-4191**

**Matt Peterson Client (605) 728-5491**

**Brad Boyum Attorney (402) 305-1430**

Certified by DOD / DOS in:

- BSR Driving School, BSR WV. FAV4 Armored Suburban's and Ford Crown Vic.
- (DOD, Personal Security Detail) Dept. Of Defense Front Range **PSD School** Cheyenne, WY.
- (DOS, Personal Security Detail) Dept. Of State **WPPS PSD School** Winchester, VA.
- Primary Marksmanship/Small Arms **Instructor**, certified from USMC and DOD
- (CQB) Close Quarters Battle
- (AUC) Advanced Urban Combat School Certified
- (FPFT) Force Protection Fundamental Training **Instructor**
- (SSEW) Shipboard Security Engagement Weapons **Instructor**
- (ASC) Armed Sentry Course **Instructor**
- (CLS) Combat Life Saver certified, up to date (USMC and Civilian DOD)
- **Top Secret -SC** clearance (Feb 2003 DOD)/**Secret** Clearance (May 2006 FEMA)/**Secret** Clearance (June 2007 DOS)
- Nuclear Force On Force Adversary Training Team Course
- USMC 3 time Rifle expert, 3 time pistol expert

Work History:2001-2004 United States Marine Corp2004-2012 United States Department of State / Department of Defense Diplomatic Protection High Threat Security2013-2016-Armed Nuclear Security and Adversary Teamleader (Nuclear Regulatory Commission)2016- Present CEO/Owner Signal 88 Security

- Signal 88 Security (CEO) Sept, 2016--- Present Omaha / CB / Sioux City / Sioux Falls

Signal 88 Security provides its clients with many options for protecting their property, personnel and assets. Its well-marked, highly-visible patrol vehicles conduct roving patrol services. Dedicated site security is available as appropriate and Signal 88 Security, security solutions can also be customized for concerts, sporting events, special events, foot patrol, pool lock-ups, guard shack services, pipeline security and controlled access. Signal88.com

- OPPD Armed Nuclear Officer June, 15, 2013—2016 Fort Calhoun, NE

**Armed Nuclear Security Officer**, as a member of the Ft. Calhoun armed security force I am responsible for conducting mobile security tours, technical security equipment testing, annual and quarterly weapons qualifications, entry control point and personnel searches, and static/mobile site security operations. This position also requires a up to date FBI back ground screening. **Team Leader** for the nuclear FOF (Force on Force) adversary training team.

- Self Employed May, 15, 2009---2013 Omaha, NE

**President / CEO** of Elite Performance Nutrition Stores franchise. Manage all business operations within the states the franchises are currently located. Managing all sales techniques, business plans and advertising. As the CEO and Nutritionist, it is my responsibility to train all employees, and keep their certifications up to date.

- BLACKWATER USA January, 8, 2008---Aug,1,2012 Spin Buldak, Afghanistan

**Dept. Of State and Dept. Of Defense Instructor / Mentor** of indigenous border patrol recruits of the Afghanistan/Pakistan border. Duties include training in marksmanship, CQB, Convoy Operations, Post standing, and border crossing in search of known terrorists, trafficking of illegal narcotics, and illegal weapons caches. Teams field Intel analyst in charge of updating team with new TTPs in the area and plotting enemy activity. Gathering Intel in town, liaison with local military intelligence entities and forming personal Intel assessments to brief the country wide Intel Analyst. All briefs were all prepared on power point and Falcon view.

- TRIPLE CANOPY May, 25, 2007---Jan, 1, 2008 Iraq (Tallil & Basra)

**Dept Of State WPPS- PSD** team member providing close **security for Dept Of State officials** conducting missions in southern Iraq. Security assessments, ground intelligence, and projected enemy TTPs were gathered to provide intell reports and plan of action reports/briefs to the clients.

POC: Jon Rasmussen [jon.rasmussen@triplecanopy.com](mailto:jon.rasmussen@triplecanopy.com) [www.triplecanopy.com](http://www.triplecanopy.com)

- EODT Security Sept, 15, 2006---Mar. 02, 2007 Iraq (Tallil, Al Asad, Camp Wolf)

**Team Leader** of a 60-man security Mobile Team as a subcontractor to C-7 Army Corp of Engineers CMC (Coalition Munitions Clearance) Project where I was responsible for all security operations in the Al Anbar province, preparing convoy routes and updated Intel briefs to my team prior to movement, Camp Wolf (Al Asad) Iraq, Anbar Province, and Tallil, Iraq. PSD, Site Security, Local National small arms Instructor and Convoy Security for EOD/UXO clients. POC: Dan Smith [dsmit@eodt.com](mailto:dsmit@eodt.com), [www.eodt.com](http://www.eodt.com)

■ **SMGI Security** April 10, 2006---Aug. 01, 2006 AND Aug-Sept, 2008 Houston, Tx- New Orleans, La.  
PSD and QRF security operations subcontracted through FEMA supporting disaster relief programs in Orleans and other surrounding parishes in the New Orleans area. Certified through state and city as a Orleans Special Police Officer.  
POC: TK Smith #703 577 2247 [www.soc-smg.com](http://www.soc-smg.com)

■ **C4I Services** Jan 16, 2006---Aug. 01, 2006 USA / Jakarta, Indonesia  
Resource and **Business Development Manager** for security, logistics, recruitment, and training operations within the company. Contract # 1. Anti terror E.P. and threat assessment security detail for celebrity clients. Jakarta, Indonesia  
Contract # 2. Anti terror E.P. and threat assessment security detail "**Team Leader**" for Columbia Records / Disney celebrity clients. New Orleans, La. POC: Bart Kohler #469 361 2479 [www.c4iservices.com](http://www.c4iservices.com)

■ **Advanced Tactical Services (ATS)** Sept. 08, 2005---Oct. 08, 2005 New Orleans, La.  
PSD, static security, convoy security for Entergy in New Orleans for the help in the relief of hurricane Katrina. Worked over 14 sites in the greater New Orleans area to prevent looting and hassling of the Entergy clients and employees.  
POC: Carl Taylor #850 237 2712 [www.atstactical.com](http://www.atstactical.com)

■ **Cochise Consult** Aug. 01, 2004---Aug. 26, 2005 Iraq (Baghdad, Mosul, Tikrit)  
**Assistant Team Leader and Team Leader** of Mobile Team 1 as a subcontractor to C-7 Army Core of Engineers CEA (Captured Enemy Ammunition) Project where I planned all movements made off of gathered Intel from Aegis ROC and from the AO, (Tikrit, Iraq) June01/05-Aug.26/05) providing site security, static security, highway checkpoints, training of Kurdish commandos and Teams Designated Marksman. (Baghdad, Iraq Dec 01/04-June01/05), on going PSD, Convoy Ops. Class 5 (CEA) missions from all borders of Iraq, Teams Designated Marksman. (Mosul, Iraq Aug01/04-Dec01/04) ASP and convoy security.

■ **Firearms Academy of Hawaii** May.10,2004--July28,2004 & Oct 08,2005--Jan15,2006 Everett & Bremerton, WA.  
**DOD Instructor** for Armed Sentry Course, Force Protection Fundamental Training, Shipboard Security Engagement Weapons. Vehicle and personnel search, surveillance and counter surveillance techniques. Improvised explosive device recognition and also correct use of force. Use of marksmanship for M9, M16, M14, and shotgun.  
POC: Monty Simao #360 621 6525

■ **BLACKWATER USA** Dec. 05, 2003---Apr. 02, 2004 Everett & Bremerton, WA.  
**DOD Instructor** for Armed Sentry Course, Force Protection Fundamental Training, Shipboard Security Engagement Weapons. Vehicle and personnel search, surveillance and counter surveillance techniques. Improvised explosive device recognition and also correct use of force. Use of marksmanship for M9, M16, M14, and shotgun.  
POC: Terry Buchanan

■ **United States Marine Corp** July, 2000---Feb, 2004 Norfolk, VA.  
Served in the USMC as a member of **1st FAST Co.** (Fleet Anti-Terrorism Security Team) 2<sup>nd</sup> Plt. tasked with providing the Navy and Marines with dedicated force protection and anti-terrorism unit, also the presidents of the United States "own". FAST is also responsible for Nuclear refuel and defuel missions, and the swift breakdown and evacuation of all United States Embassies across the world during hostile environments / acts. With this responsibility I was fortunate to be selected to hold a TS-SCI (Top Secret, Secret Compartmentalized Information). As a Marksmanship coach I was also tasked with ongoing training and weapons qualifications within my platoon and was also one of the platoon's **Designated Marksman** and lead marksmanship and tactics coach.

**Marksmanship instructor for:**

M-14, M-16, M-4, M-9, Shotgun, AK47, PKM, RPK  
Certified by BLACKWATER and Firearms Academy of Hawaii (D.O.D.)  
O.C. spray, and Baton. Bremerton, WA.

**EDUCATION:**

H.S. Diploma, M.P.H.S.  
Some College (American Military University)  
DOD Conversational Arabic, Iraqi Regional Arabic class  
Medals earned available upon request

**MILITARY SCHOOLS/COURSES:**

- U.S.M.C. Boot camp, MCRD San Diego, CA.
- MCMAP Martial Arts, Norfolk, VA.
- 0311 School of Infantry, Camp Pendleton, CA.
- 0351 Demolition Assault-man / Anti-armor, Camp Pendleton, CA.
- 8152 BSG (Basic Security Guard) School, Chesapeake, VA.
- 8530 Small-arms Coaches School, Dam Neck, VA.
- Mountain / Urban Terrain Package, Camp Pendleton, CA.
- Riot Control Training Package, Norfolk & Chesapeake, VA.
- Helicopter Operations Package (Fast Roping) Little Creek, VA.
- CQB (Close Quarter Battle), Chesapeake, VA.
- Designated Marksman / Urban Sniper School Dam Neck, VA.
- AUC (Advanced Urban Combat) School, Chesapeake, VA

**CIVILIAN SCHOOLS AND CERTIFICATES**

- Front Range Personal Security Detail (PSD) School--Cheyenne, WY.
- Medical Combat Life Saver (CLS) Valid (EMT-B equivalent)
- CPR valid
- Dept. of State BSR Tactical Driving School -- Bill Scott Raceway, WV.
- WPPS Dept of State Personal Security Detail (PSD) School--Winchester, VA.
- Nuclear Force On Force Adversary Training Team Course
- Nebraska State Conceal Carry Course

**DOD Certified instructor for:**

- (SSEW) Shipboard Security Engagement Weapons Instructor
- (ASC) Armed Sentry Course Instructor
- (FPFT) Force Protection Fundamental Training Instructor
- (VBSS) Instructor
- O.C. Spray and Baton Instructor cert by USMC and BLACKWATER DOD

**Heath A. Mitchell**  
**18580 W. Dodge Hills Plz Apt. 110**  
**Elkhorn, NE 68022**  
**hmitchell@signal88.com**

**QUALIFICATION OVERVIEW:**

- 15 years of leadership and management experience in the military and private government service.
- Certified NEC 9502 Basic Instructor
- Completed the NRA Law Enforcement Handgun/Shotgun instructor course.
- Experienced with developing and writing training courses and curriculum.
- Extensive experience training and advising foreign Law Enforcement officers in Afghanistan.
- Department of State High Threat Worldwide Protective Service, certified October 2011 by Dyncorp International.
- Department of State High Threat Worldwide Personal Protective Service II, certified May 2007 by Triple Canopy.
- Designated Marksman certified by the US Marine Corps.
- DOS Secret Clearance awarded in February, 2012
- Extensive experience working with computers and computer based learning.
- Proficient in the use of Microsoft Office to include Word, Powerpoint and Excel. .

**WORK HISTORY:**

**Signal 88 Security of Omaha**

**March 2018 – Present**

**Omaha, NE**

As Chief Operations Officer, I am responsible for the overall success of physical security operations. These operations are spread across 4 states and include over 50 full time and 100 part time employees. Responsibilities include but are not limited to: managing fleet vehicles including maintenance, operational use, training and inventory, employee evaluations, adult learning, existing client retention, new client expansion and sales.

**Scheels All-Sports**

**June, 2013 – March, 2018**

**Omaha, NE**

As the Optics and Handgun Manager, I specialized in the retail sales of hunting, tactical and recreational firearms, optics and other accessories. My primary focus was ensuring that my customers leave the store with what they need to have a safe, enjoyable and productive time when using their firearms. My shop carried a wide variety of binoculars, rifle and spotting scopes, as well as firearms and firearms accessories from most major manufacturers. Other items in the shop are weapon/tactical lights, slings, cases, magazines, knives and other associated items.

**Dyncorp International**

**September 2011 – June**

**2013**

**Erbil, Iraq**

As a Senior Guard Shift Supervisor/Personal Security Specialist for State Department sites in Northern Iraq/Kurdistan, I trained and supervised the static security guard force. This consisted of Local National armed guards and their American supervisors. I conducted weekly training for the Americans and Local Nationals on my shift. This training was centered on the lawful application of deadly force, firearm presentation, maintenance and use, explosives detection, surveillance, situational awareness, vehicle and personnel searches.

**Fort Calhoun Nuclear Power Station**

**April 2011 – July 2011**

**Fort Calhoun, NE**

As a security officer at FCC, I was responsible for providing armed physical security in and around the nuclear power station. This was accomplished through foot patrols around the property, checking surveillance systems for functionality, manning observation posts, as well as vehicle and personnel entry points. All of this was done in a busy, ever changing environment working often in and around radioactive equipment. As a part of the Guard Force there, we participated in numerous security exercises and drills involving Opposing Forces (OPFOR) composed of other Security Officers, in order to maintain the validity of our security posture and to reinforce and practice our security responses in the event of a security event at the facility.

**Signal 88 Security Services**

**March 2010 – April**

**2011**

**Omaha, NE**

Throughout this time, I acted as a Lead Security Officer for S88. In this role, I was responsible for supervising other S88 static security officers at dozens of properties across the Omaha Metro area and the outlying communities. I responded to any alarms that our clients called in personally that ranged from car alarms going off, to auto theft and domestic violence. I worked often alongside the Omaha Police Department in these situations. In addition to this, I conducted timed and scheduled patrol tours through designated properties in order to deter any criminal activity. I conducted spot quality control checks on other Officers to ensure they were performing at a high level, were in the proper uniform, and knew the ins and outs of their duties at their assigned post.

**Blackwater Worldwide**

**December 2008 – August 2009**

**FOB Lonestar, Afghanistan**

I was an instructor with the Afghan Border Police (APB) training cadre. I successfully assisted in the training of over 600 Border Police Officers and successfully graduating them to the standard set forth by our company. Areas of instruction focused on constitutional law, decision making under stress, rifle, pistol, shotgun and crew served weapons, operating in and out of Police vehicles, shoot/no shoot scenarios and more.

**Triple Canopy**

**May 2007 – June 2008**

**AFB Basrah & AFB Tallil, Iraq.**

WPPS II Diplomatic PSD for United States Department of State. (DOS) in Southern Iraq. PSD Missions to and from designated venues in high threat areas and combat zones. Movements consisted of no less than 9 vehicles, and usually more. Multiple clients, multiple sites in a variety of venues in both rural and urban high threat environments. I also conducted numerous site advances and surveys, mapping out avenues of approach, building interiors, as well as identifying possible hazards while en route to, and on, the venue.

**EOD Technologies**

**September 2006 – March 2007**

**Camp Wolf, Hadithah, Iraq.**

Security Specialist (PSD) for C-7 Army Corps of Engineers (USACOE) on the coalition munitions clearance project. (CMC). Security missions included convoy, roving site and static and observation positions in high threat areas.

Reason for Leaving: End of Contract

**SOC-SMG**

**February 2006 – September 2006**

**Camp TQ, Habbaniyah, Iraq & LSA Anaconda, Balad, Iraq.**

Security Specialist (PSD) for C-7 Army Corps of Engineers (USACOE) on the coalition munitions clearance project. This involved convoy and static security for teams of Explosive Ordnance Specialists clearing out abandoned munitions bunkers. (CMC). Also, I was a Combat

and Security instructor for Ugandan guard forces. Training focused on Weapons Handling, Marksmanship and Security Procedures in order to provide internal security for US Marine bases in Iraq.

**United States Marine Corps**

**July 2001--Nov. 2005**

**Camp Allen, VA & Camp LeJeune, NC.**

Served in the US Marine Corps as a member of FAST Co. (Fleet Anti/Counter-Terrorism Security Team); Emphasis was on security, weapons training, martial arts and close quarters battle. I was one of the platoon's Urban Designated Marksmen. That training was primarily focused on marksmanship, observation, shooting under stress and counter-sniper operations. After two years with FAST, the remainder of my enlistment was as an infantry squad leader with 3<sup>rd</sup> Battalion 2<sup>nd</sup> Marine Regiment where I deployed on peacekeeping, humanitarian and PSD missions in Djibouti, Africa and combat operations in Husaybah, Iraq.

**CIVILIAN SCHOOLS/COURSES**

- NRA Law Enforcement Handgun/Shotgun Instructor course, Allison Park, PA
- Dyncorp High Threat Department of State WPS Course, Moorfield, WVA
- Nuclear Security Officer Training Course, Omaha, NE
- Urban Assaulter Advanced Combative Carbine Course, Omaha, NE
- Aegis Specialist Risk Management High Threat Security selection course, Baghdad, Iraq
- Triple Canopy Department of State High Threat WPPS II Course, Winchester, VA
- Bill Scott Raceway Advanced Defensive Driving Course, Summit Point, WVA
- Front Range Training High Threat PSD Course, Cheyenne, WY
- Threat Management Group Tactical Survival Course, Whidbey Island, WA

**MILITARY SCHOOLS/COURSES:**

- US Marine Corps Boot camp, MCRD San Diego, Ca.
- Marine Martial Arts courses, Camp Pendleton, CA, Norfolk, Va. And Rota, Spain
- School Of Infantry, Camp Pendleton, Ca.
- BSG (Basic Security Guard) School, Chesapeake, Va.
- Small-arms Marksmanship Instructor School, Dam Neck, VA
- Riot Control/Non-Lethal weapons Training Package, Norfolk, Va.
- Helicopter Operations Package (Fast Roping) Little Creek, Va.
- Close Quarters Battle School, Chesapeake, Va.
- Designated Marksman/ Urban Sniper School, Dam Neck, VA
- Advanced Urban Combat School, Chesapeake, Va.
- HMMWV driving school, Norfolk, Va.
- Machine Gun operation and employment, Fort Story, Fort AP Hill, Va.
- Convoy Operations/VIP Protection course, Camp LeJeune, NC
- Infantry Squad Leaders course, Camp LeJeune, NC
- Combined Arms Exercise in Mountain/Desert terrain, 29 Palms, CA
- Foreign Threat Weapons Familiarization Course, Husaybah, Iraq.

**EDUCATION:**

- High School Diploma, Fayetteville High School, Fayetteville, AR

**HIGHER EDUCATION**

- Tidewater Community College – MILT 5400 Basic Instructor Development; NEC 9502 Equivalency.



REFERENCES FOR HEATH MITCHELL

Gregory Mitchell – 429.521.2668

Roger Kruse – 425.750.2218

Cassie Dalziel – 402.917.5588

# Jonathan Johnson

10409 Cary Street  
LaVista, NE 68128

(402)-319-7028  
jjohnson@signal88.com

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## EDUCATION

**Associates in Science-Metropolitan Community College- 2016**

**BS in IT Operations Management -Bellevue University,**

Expected Graduation: 2019

## KEY STRENGTHS

- Ability to work well with others in a team-based environment
- High level of Accuracy and attention to Detail
- Ability to learn and adapt to new tasks quickly
- 7 years active duty military plus 1 year national guard
- Computer: Word, Excel, PowerPoint, Outlook

## ADDITIONAL SKILLS/CERTIFICATIONS

- Strong customer service skills
- Excellent analytic and problem solving skills
- Effective written and verbal communication skills
- Exceptional work ethic
- Numerous certifications in OSHA, FEMA, Safety

## PROFESSIONAL EXPERIENCE

### General Manager Signal 88 Security 2018-Present

- Manage a team of 100+ combined law enforcement and civilian security officers
- Monitoring of month over month data to include aging profit and loss, payroll, billing, etc...
- Development of new clients along with nurturing current clients
- Team based focused of management roles for the satisfaction of client expectations
- Managing week to week/month to budgets for the business
- Manage a multitude of security facets including operations, logistics, staffing, and client satisfaction.

### Client Reputation Manager Franchise owned stores Signal 88 Franchise Group, LLC 2015- 2017

- Manage a team of 75-100 combined law enforcement and civilian security officers
- Monitoring of P&L and month over month data for all company owned stores
- Development of new clients along with nurturing current clients
- Professionally developing staff members in areas of leadership, accountability, and client satisfaction
- Manage a multitude of security facets including operations, logistics, staffing, and client satisfaction

### Field Operations Manager Signal 88 Security Franchise Group (2013-2015).

- Transitioned High Value Accounts (Largest Apartment complex in America) and produced in market training to franchise owners and their subordinates on our systems.
- Launched new incoming Franchise Owners by coaching them in market throughout the U.S. on sales, the product, and brand salience.
- Ran account management (payroll, receivables, aging reports etc...) to various locations throughout the U.S. that we did not have a franchise owner for (running the accounts remotely)

All Wheel Vehicle Mechanic U.S. Army-91B1PH8 (2006-2014)

- Ensured Over \$275 Million worth of assets where constantly maintained and produced efficiently
- Provided training and motivational advice to fellow soldiers on personal and career development
- Instructed a team of four through various troubleshooting facets involved with anything from generator sets to M1-A1 Abrahams tanks

## **Jonathan Johnson**

10409 Cary Street  
LaVista, NE 68128

(402)319-7028  
jjohnson@signal88.com@gmail.com

### **References**

**Greg Albertson | Infogroup | Director (402) 836-3631**  
**Mark Ambrose | U.S. Army | Corporal (903) 271-4069**  
**Nick Cerveny | U.S. Air Force | Tech Sergeant (402)599-9941**

# WILLIAM OWENS

15350 Binney St., Omaha NE 68116 · 402-657-9898

[rowens@signal88.com](mailto:rowens@signal88.com)

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## EXPERIENCE

**MAY 2018 – PRESENT**

**REGIONAL SECURITY DIRECTOR, SIGNAL 88 SECURITY**

Over see all operations of dedicated security operations including staffing, training, and client relations.

**SEPTEMBER 2016 – MAY 2018**

**ARMED SECURITY SUPERVISOR, ORIENTAL TRADING COMPANY**

Responsibilities included staffing for all shifts, access control, CCTV monitoring, and being armed presence for the safety and security of all employees.

**SEPTEMBER 2013 – SEPTEMBER 2016**

**NUCLEAR SECURITY OFFICER, OMAHA PUBLIC POWER DISTRICT**

Responsibilities included access control, CCTV monitoring, vehicle searches, and armed responder to threats of radiological sabotage.

**OCTOBER 2011 – DECEMBER 2017**

**LAW ENFORCEMENT OFFICER, NEBRASKA STATE PATROL AND CITY OF LYONS  
POLICE DEPARTMENT**

Trooper with the Nebraska State Patrol October 2011-August of 2012. Responsibilities included enforcing all state and local laws in Nebraska.

Re-entered law enforcement in October of 2013 until December 2017 with the city of Lyons, Nebraska. Responsibilities included enforcing all city laws and ordinances within the city of Lyons.

## EDUCATION

**MAY 2018**

**BACHELOR'S DEGREE IN CRIMINAL JUSTICE AND CRIMINOLOGY, UNIVERSITY OF  
NEBRASKA, OMAHA**

## SKILLS/CERTIFICATIONS

- Certified Law Enforcement officer for the state of Nebraska April 2012-December 2017
- Extensive customer service experience
- Dedicated security expertise
- Excellent communicator
- Outstanding leadership skills

## **REFERENCES**

Tom Jones: Director of Security, Oriental Trading Company 402-596-2425

Nicole Kruse: Washington County Sheriff's Deputy 712-355-8718

Timothy Intinarelli: NASA Security Specialist 402-707-6864

## NATHAN RIDENOUR

1011 N 192<sup>ND</sup> CRT APT 133 | ELKHORN, NE  
402-669-5651 [NATE.RIDENOUR@GMAIL.COM](mailto:NATE.RIDENOUR@GMAIL.COM)

### Objective

Career advancement through the development of my subordinates in order to develop my leadership skills through their success in the future of my profession.

### Education

- 2012-Present **Metropolitan Community College**-Elkhorn, NE  
Pursuing Bachelors in Business Management
- 2002-2006 **Millard West High School**-Omaha, NE  
High School Diploma

### Experience

- 4/18-Current **Signal 88 Security of Omaha**  
*Regional Operations Manager*
- Overseeing and Managing all Patrol divisions in the Omaha/Lincoln area
  - Train and advise all Civilian Based Security Officers
  - Maintain and assist with Fleet Management
  - TrackTik (Signal 88 Security's Software Program) support with all Officers and Clients
- 10/13-4/18 **Signal 88 Security LLC**; Corporate Office Omaha, NE  
*Business Operations Associate*
- Direct support of Franchise network within the US region through systems support, operational efficiency, and the drive of profit margins
  - Train and assist New Franchise Owners through business development techniques
  - Audit/Investigations of cash in market, evasion of royalties
  - Overseeing and managing Franchise owned stores in (Phoenix, Lees Summit, San Francisco, Canton, and San Antonio)
  - Franchise Standards and compliance manager of all fleet order vehicles
  - Access control, Emergency Response Team Leader, Site IQ monitoring applications manager, surveillance operations trainer
- 01/10-2/14 **NEARNG Recruiting and Retention/Unit Career Counselor**; Omaha, NE
- Recruiter Assistant NCO
  - Established contacts through outsourcing for primary points of contacts within assigned region of recruiting for Omaha area
  - Coordinated career fair events for the recruiting and retention staff within the Omaha area region
- 02/08-01/10 **Nebraska National Guard Honor Guard**; Omaha, NE
- Participated in over 300 Events across Nebraska
  - Training NCO of new Honor Guard Soldiers

### MILITARY EXPERIENCE

- 02/09-02/16 **Army National Guard**; Omaha, NE  
*Automated Logistical Supply Specialist / 92A*  
*Motor Transport Operator / 88M*
- 02/08-02/09 **Army National Guard**; Omaha, NE  
*Special Forces Support Assistant Team Leader / Unit Career Counselor*

2010-2011 **Army National Guard**, Bagdad, Iraq

*Deployed as a Convoy Escort Team Driver/Gunner*

**ACHIEVEMENTS**

- Army Achievement Medal
- Good conduct medal for exemplary behavior, efficiency and fidelity in Active Federal Military Service
- NATO MEDAL FOR SERVICE WITH NATO IN RELATION TO THE ISAF OPERATION, NOV 2010-Dec 2011

**PERSONAL/QUALIFICATIONS**

- Held a secret security clearance issued during my service in the military
- Unit Career Counselor and Retention NCO
- PEER-TO-PEER COUNSELOR AND APPLIED SUICIDE INTERVENTION SKILLS TRAINER

REFERENCES:

ZACH RADER  
402-979-0154

WADE GILMER  
402-415-4359

JOHN DAME  
402-680-7845



**KH**

**KELLIE HIGGINSON**

HUMAN RESOURCES | KELLIE.HIGGINSON@YAHOO.COM

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## **EXPERIENCE**

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### **DIRECT OF HUMAN RESOURCES • SIGNAL 88 SECURITY 03/2018-PRESENT**

performance management and improvement systems;  
organization development;  
employment and compliance to regulatory concerns;  
employee orientation, development, and training;  
policy development and documentation;  
employee relations;  
company-wide committee facilitation;  
company employee and community communication;  
compensation and benefits administration;  
employee safety, welfare, wellness, and health;  
charitable giving; and  
employee services and counseling.

### **DISPATCH/BUSINESS ANALYSIS • SIGNAL 88 SECURITY 10/15/2016-3/2018**

Receiving emergency and non-emergency calls and record  
significant information  
Addressing problems and requests by transmitting information or  
providing solutions  
Receiving and dispatching orders for products or deliveries  
  
Performing operational audits and tech support for franchises.

### **PRODUCT MANAGER • LIFE AUTO 2013-2016**

Bookkeeping/Inventory tracker  
Managing incoming auto parts and vehicles

# United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

<input checked="" type="checkbox"/> I am a citizen of the United States.
— OR —
<input type="checkbox"/> I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

**I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.**

PRINT NAME	<u>HEATH ARNOLD MITCHELL</u> <small>(first, middle, last)</small>
SIGNATURE	<u></u>
DATE	<u>11-20-18</u>

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5950 Z1**

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

Preparation of Response Contact Information	
Bidder Name:	Signal 88 Security of Omaha
Bidder Address:	14216 DAYTON Cir. Suite 6 OMAHA, NE 68137
Contact Person & Title:	HEATH MITCHELL, CHIEF OPERATIONS OFFICER
E-mail Address:	HMITCHELL@SIGNAL88.COM
Telephone Number (Office):	402.498.8494
Telephone Number (Cellular):	-
Fax Number:	-

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

Communication with the State Contact Information	
Bidder Name:	Signal 88 Security of OMAHA
Bidder Address:	14216 DAYTON Cir. Suite 6 OMAHA, NE 68137
Contact Person & Title:	Heath Mitchell, Chief Operations Officer
E-mail Address:	HMITCHELL@SIGNAL88.COM
Telephone Number (Office):	402.498.8494
Telephone Number (Cellular):	-
Fax Number:	-

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

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

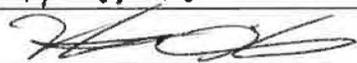
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

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

FIRM:	SIGNAL 88 SECURITY
COMPLETE ADDRESS:	14216 DAYTON Cir. Ste. 6, OMAHA NE 68137
TELEPHONE NUMBER:	402. 498. 8494
FAX NUMBER:	-
DATE:	11/26/18
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	HEATH MITCHELL - CHIEF OPERATIONS OFFICER

**II. TERMS AND CONDITIONS**

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

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

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

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

**A. GENERAL**

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

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

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

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

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

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HM			Heath Mitchell - Chief Operations Officer HMitchell@Signal86.COM

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

**C. GOVERNING LAW (Statutory)**

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

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

**D. BEGINNING OF WORK**

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

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.

**E. CHANGE ORDERS**

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

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

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State

shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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.

**G. BREACH**

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

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

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

**H. NON-WAIVER OF BREACH**

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

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.

**I. SEVERABILITY**

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

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.

**J. INDEMNIFICATION**

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

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

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

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

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

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

**K. ATTORNEY'S FEES**

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

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

**L. ASSIGNMENT, SALE, OR MERGER**

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

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.

**M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

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

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

**N. FORCE MAJEURE**

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

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

**O. CONFIDENTIALITY**

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

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.

**P. OFFICE OF PUBLIC COUNSEL (Statutory)**

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

**Q. LONG-TERM CARE OMBUDSMAN (Statutory)**

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

**R. EARLY TERMINATION**

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

The contract may be terminated as follows:

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

**S. CONTRACT CLOSEOUT**

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

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

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

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

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

**E. PERMITS, REGULATIONS, LAWS**

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

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

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

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

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**G. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **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, the Nebraska Department of Veterans' Affairs and their officers, directors, agents and employees, 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.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$100,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

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

**3. EVIDENCE OF COVERAGE**

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

Eastern Nebraska Veterans' Home  
 Business Office  
 12505 S 40th St  
 Bellevue, NE 68123

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.

**H. ANTITRUST**

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

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.

**I. CONFLICT OF INTEREST**

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

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

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

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

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

**J. STATE PROPERTY**

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

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.

**K. SITE RULES AND REGULATIONS**

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

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.

**L. ADVERTISING**

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

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

**M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**N. DISASTER RECOVERY/BACK UP PLAN**

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

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

**O. DRUG POLICY**

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

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

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

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

**B. TAXES (Statutory)**

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

**C. INVOICES**

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

Invoices shall include verified copies of all Support Staffs' time sheets, with summary of hours billed by each Support Staff, shifts worked and total amount due.

Weekly invoices shall be sent to: [NDVA.ENVHaccounts payable@nebraska.gov](mailto:NDVA.ENVHaccounts payable@nebraska.gov)

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

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

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

**E. PAYMENT**

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for

any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

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

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

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

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

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

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

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

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