



Frontline Private Security, L.L.C.

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2019 Physical Security Proposal

Prepared for:

NEBRASKA

DEPT. OF ADMINISTRATIVE SERVICES

State of Nebraska Purchasing Bureau

RFP 5950 Z1

1526 K St., Ste. 130

Lincoln, NE 68508

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Frontline Private Security Proposal

Frontline Private Security would like to thank The State of Nebraska for the opportunity to participate in the proposal process for the Security Service Provider for the Eastern Nebraska Veterans Home. Please review the following proposal. The Point of Contacts (POCs) for any questions are:

Officer Ryan Wullschleger

Police Officer
Director of Business Development
Cell (402) 415-1213
Frontline (402) 210-5111
E-mail ryan@frontlineomaha.com

Officer Jacob Bettin

Police Officer
Co-Owner - Frontline Private Security
Cell (402) 880-3452
Frontline (402) 210-5111
E-mail bettin@frontlineomaha.com

Chief Magnum Fogelstrom

Co-Owner / Chief - Frontline Private Security
Cell (402) 510-0737
Frontline (402) 210-5111
E-mail fogelstrom@frontlineomaha.com

Frontline Private Security is ready to provide staffing for the positions as detailed in the statement of work with no more than 2 weeks notice. A more expedited timeline may be agreed to on a case by case basis. Upon award of contract, Frontline Private Security will schedule a meeting with the Eastern Nebraska Veterans Home (ENVH) to introduce staff, further define expectations and training objectives, identify personnel who will be assigned to site, and train and implement security staff at site.

During initial period of contract, Frontline Private Security will provide additional supervisory and training staff at no extra charge to The State of Nebraska to help ensure a seamless transition. Frontline Private Security is a 24 hour operation with a security dispatch center in Omaha, NE. Primary points of contact are available 24 hours per day if needed.

Corporate Overview

BIDDER IDENTIFICATION AND INFORMATION -

Frontline Private Security, LLC is headquartered at 2510 N 85th St., Omaha, NE 68124.

Frontline Private Security, LLC is a partnership, founded in 2003, and is not for sale or otherwise anticipating or involved in a merger, acquisition, divestiture or other relationship affecting ownership. There are no plans to extend or decrease ownership. Frontline Private Security has not changed its name or form of organization since being founded.

Frontline Private Security is locally co-owned and operated by an active-duty Nebraska Law Enforcement Certified Officer. We understand that each of our security officers is an extension of your facility's image, and there is no second chance for first impressions. All Frontline Security Officers utilize customer service skills, real world law enforcement training and are supplied with the newest technology to effectively perform the task at hand.

MISSION STATEMENT –

Ensuring the needs of the customer and community are met while protecting person and property from those who seek to harm by deploying dedicated security officers equipped with the same knowledge and the latest tools available in the law enforcement community.

PRINCIPLES AND VALUES –

Customer Centric Culture – Know the customer and their needs, not just their name. Ensure the customer's needs are being met by every action, process and decision. Every employee, no matter what their title, has the additional responsibility of being a Customer Relationship Manager. Make every effort possible to ensure customer satisfaction.

Positive Local Impact – Serve the local community. Support local events and business and participate in local organizations. Ensure company actions benefit the safety, security and wellbeing of the local community.

Perpetual Innovation – Embrace new ideas and technology. Solve problems before they arise. Always look forward to ways to incorporate leading edge technology into everyday operations. Always be open for suggestions of how to improve company practices and procedures.

ORIGINATION, DEVELOPMENT, AND CURRENT OPERATION –

Frontline Private Security is a Local Active Duty Law Enforcement Officer owned and operated company that has been in business for over 13 years. Frontline was started when co-owners Jacob Bettin and Magnum Fogelstrom realized a void in the Omaha private security market of a professional, well uniformed security company with a focus on customer service. From the beginning in 2003, Jacob and Magnum set out to fill this void.

With customer service in mind, and the idea that a client calling for security today needed their services yesterday, Jake and Magnum began fulfilling client's needs. Often this commitment meant the two of them working as security officers until they could get an employee available to cover the shift. This mentality of placing the customer's needs first has not gone unnoticed by Frontline's customers. Frontline has also been the security provider since ground was broken at Sorenson Park Plaza (2006) and Midtown Crossing (2009). Most notable is the fact that Frontline still serves nearly every customer it has entered a renewable contract with, including their first annual customer, Ginger Cove Lake (2003).

As the company grows, Jacob and Magnum ensure that it does so selectively and never puts their original intent or company values at risk. When Frontline makes the commitment to provide a proposal for security services, it has been determined that the services in the proposal can be provided while meeting the operational standards of the company as well as not impacting any of its existing customers' services. This controlled growth is key to the success of the company. Frontline Private Security does not measure its success based on its number of customers or annual billable hours, instead Frontline looks at the satisfaction of each of its customers and its positive impact in the local community as its gauge for success. Frontline Private Security is an accredited business with the Nebraska Better Business Bureau and maintains an "A" rating on a scale from "A+" to "F".

FINANCIAL STATEMENTS -

Frontline Private Security is a privately held 50/50 partnership. Frontline currently employs 147 employees in Eastern Nebraska and Western Iowa. In 2017, Frontline invoiced \$3.5 Million and estimates 2018 billings of \$3.9 Million.

Bank Reference:

Mike Pate

President / CEO United Republic Bank

402-505-8500

CHANGE OF OWNERSHIP -

Frontline Private Security is not for sale or otherwise anticipating or involved in a merger, acquisition, divestiture or other relationship affecting ownership. There are no plans to extend or decrease ownership.

OFFICE LOCATION -

Frontline Private Security is headquartered in Omaha, NE at 2510 N 85th St.

RELATIONSHIPS WITH THE STATE -

Frontline Private Security has not held any contracts with the state of Nebraska.

BIDDER'S EMPLOYEE RELATIONS TO STATE -

No party named in Frontline Private Security's proposal response was an employee of the state in the past 12 months.

CONTRACT PERFORMANCE -

Frontline Private Security has not had a contract terminated for default, convenience, non-performance, non-allocation of funds or any other reason.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE -

Currently, Frontline operates five sites in the Omaha area with similar requirements to what is being requested by ENVH. Midtown Crossing, Creighton University, Blue Cross Blue Shield, Bank of the West and Aksarben Village all utilize a Director of Security that oversees command officers and security officers. Midtown Crossing and Creighton University Medical Center also utilize armed off-duty officers.

See Below for details concerning similar security staffing operations for comparable facilities, including the name of the facility, location, annual hours, type of management arrangement, and years service performed.

Midtown Crossing at Turner Park - Omaha, NE

- 2009 to Present
- Site Security with security control center, including Uniformed Civilian and Armed Off-Duty Officers
- 36,750 annual hours (33,600 Uniformed Security, 3,150 Armed Off-Duty)

Creighton University Medical Center - Omaha, NE

- 2011 to Present
- Armed Off-Duty Officers Only
- 5,800 Armed Off-Duty annual hours

Blue Cross Blue Shield of Nebraska - Omaha, NE

- 2014 to Present
- Professional Office Building with security control center w/Uniformed Civilian Officers
- 11,000+ annual hours

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Bank of the West - Omaha, NE

- 2014 to 2016, then as needed
- Multi-Site (13 Omaha Metro Locations) Physical Bank Security including Uniformed Civilian Officers
- 29,500 annual hours

Aksarben Village - Omaha, NE

- 2015 to Present
- Site Security, including Uniformed Civilian and Armed Off-Duty Officers
- 5,980 annual hours (4,780 Uniformed Security, 1,200 Armed Off-Duty)

References

Gerald P. Kelly, CMP, RPA, LEED AP

Senior Vice President – Director of Asset Management

The Lund Company

120 Regency Parkway

Omaha, NE 68114

(402) 393-2402

gkelly@lundco.com

Midtown Crossing at Turner Park, Omaha, NE, 2009-Present,

Site security with control center, including Uniformed Civilian and Armed Off-Duty Officers

Bob Maher

Director of Security and Property Management

East Campus Realty LLC

Mutual of Omaha Plaza

Omaha, NE 68175

(402) 3514790

bob.maher@mutualofomaha.com

Midtown Crossing at Turner Park, Omaha, NE, 2009Present,

Site security with control center, including Uniformed Civilian and Armed Off-Duty Officers

John Strawn

Life Safety Program Coordinator

Blue Cross Blue Shield of Nebraska

1919 Aksarben Drive

Omaha, NE 68180

(402) 9827459

john.strawn@nebraskablue.com

Blue Cross Blue Shield Nebraska, Omaha, NE, 2013Present

Access control and general site security for headquarters office utilizing Armed and Unarmed Civilian Security Officers

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Scottie Spurlin

Vice President of Physical Security

Bank of the West

13505 California Street

Omaha, NE 68154

(402) 918-5560

scottie.spurlin@bankofthewest.com

13 Omaha Metro Banking Locations, 2014-2016 and as needed

Multi-Site Physical Bank Security including Uniformed Civilian Officers

SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH-

When Frontline makes the commitment to provide a proposal for security services, it has been determined that the services in the proposal can be provided while meeting the operational standards of the company as well as not impacting any of its existing customers' services. This controlled growth is key to the success of the company. Frontline Private Security does not measure its success based on its number of customers or annual billable hours, instead Frontline looks at the satisfaction of each of its customers and its positive impact in the local community as its gauge for success.

Frontline operates on the idea that a client calling for security today, needed their services yesterday. In the past, this often resulted in the Co-Owners working as security officers until they could provide a Security Officer available to cover the shift. This mentality of placing the customer's needs first has not gone unnoticed by Frontline's customers and is still a very important part of the way Frontline does business today. One of Frontline's three principles is a Customer Centric Culture which means that every employee of Frontline is a Customer Relationship Manager. If an employee does not have an answer readily available, they will strive to connect the customer with the appropriate resource within the company to ensure their needs are met.

CUSTOMER SUPPORT PROGRAM –

Should a customer service issue arises that cannot be handled by the site specific chain of command in a timely manner, The Co-Owners encourage the customer to contact them directly to work with them to ensure a timely, realistic resolution. The Co-Owners will work with the customer and interface with any necessary divisions to resolve the issue at hand. The Co-Owners both make themselves readily available if any needs arise.

QUALITY OF SERVICE -

Quality of service is measured by customer satisfaction. Frontline takes pride in the level of customer satisfaction enjoyed by its existing customers. Frontline still serves nearly every customer it has entered a renewable contract with, including their first annual customer, Ginger Cove Lake (2003). Frontline has also been the security

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provider since ground was broken at Sorenson Park Plaza (2006) and Midtown Crossing (2009). Review the list of references and contact them directly to learn more about the level of satisfaction Frontline's existing customers enjoy.

USE OF SUBCONTRACTORS -

Frontline Private Security does not use subcontractors other than individual Armed Off-Duty Officers.

USE OF TEMP AGENCY STAFF -

Frontline Private Security does not use any temp agency staff.

Technical Approach

UNDERSTANDING OF THE PROJECT REQUIREMENTS -

Frontline Private Security Understands the request to provide and assign Support Staff, on site at the facility, as needed up to twenty-four (24) hours a day, seven (7) days a week, 52 weeks a year including state and federal holidays.

Frontline Private Security will be responsible for the supervision and monitoring of the assigned Support Staff to ensure compliance with the contractual agreement.

Frontline Private Security will ensure that all assigned Support Staff are trained before commencing work. To be trained, an assigned trainee Support Staff must perform a minimum of 2 shifts with another trained Support Staff or NDVA staff and complete the NDVA facility Security Test with a satisfactory score of 80% or higher.

PROPOSED DEVELOPMENT APPROACH -

Frontline Private Security utilizes divisions and a chain of command structure similar to law enforcement organizations. Each division is accountable directly to both Co-Owners. Within each division is a unique chain of command. A chain of command provides a simple, structured way of communicating from top to bottom or from bottom to top. Employees operate outside of the chain of the command in emergency situations or any time customer impact can be avoided or minimized by doing so.

All customer requests will be handled by the Senior Command Staff designated as the point of contact (POC) for their site. If POC is unavailable, customers are encouraged to contact other command staff assigned to their site, Director of Business development, or Co-Owners to ensure their request is handled in an efficient manner. Every employee is responsible for customer relationship management, if a request is made to an employee who is unsure how to handle the request, they will work with their chain of command to find who is responsible for handling the request. Response time will vary depending on

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the nature of the request. Frontline Private Security is a 24/7 operation ensuring responses are handled in a timely manner.

No two customers are the same. Frontline Private Security works with each site to facilitate the development and/or maintenance of a site specific standard operating procedure (SOP). This ensures that the customer's needs are met by providing a benchmark for standards and practices at each site. It also ensures consistent services to the customer on a shift-to-shift and day-to-day basis. All employees of Frontline operate in accordance with the company SOP as well as site specific SOPs for their assigned site(s).

TECHNICAL CONSIDERATIONS -

Frontline hires employees only after a successful application and interview process consisting of a background check, drug screening, education verification, and immigration check. Priv All employees are required to possess a valid driver's license. Potential employees submit to a drug screening before their official employment begins. This screen is of the officer's urine and looks for abnormal body levels of amphetamines, cocaine metabolite, opiates, phencyclidine, thc, and creatine. Education verification is completed by requiring the physical certificate of a high school diploma or G.E.D., school board may be contacted for verification. Frontline follows the Department of Homeland Security's Illegal Immigration Reform and Immigrant Responsibility Act also known as the "E-Verify Program".

Frontline Private Security provides each employee with a complete uniform in order to maintain a professional, consistent image. The standard uniform comprises of; light blue, breathable tactical polo shirt with epaulets, shoulder patches and an embroidered badge, individually fitted class A Navy blue pants with a light blue pin stripe, black duty boots, and black patrol coat with shoulder patches and embroidered badge. A black baseball cap with embroidered logo or black stocking cap with embroidered logo is authorized for wear in the appropriate climate. Site specific uniforms are available upon request. Frontline will work with customer to develop site specific uniform and SOP requirements for proper wear of the uniform.

All employees of Frontline are required to adhere to the company SOP. Officers are required to submit day off requests no later than two weeks prior to having an excused absence. This allows command staff to fill in an open shift with an officer who has been trained specifically for that site to ensure no impact to the service the customer receives. Often, additional security officers are required from the customer on short notice. Frontline understands this dynamic need. An urgent need for an additional officer(s) is typically filled in one hour depending on the nature of the request.

Frontline Private Security utilizes a company-wide promotion policy for Officers. Officers are eligible for promotion after 6 months of employment. In addition to a pay increase, seniority is recognized with uniform distinction. Service stripes for the uniform are

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awarded at 6 month intervals, up to 3 stripes. These service stripes identify an officer's experience within the company to other officers and customers alike. This system has proven as an effective method of distinguishing seasoned officers while providing an incentive for new officers.

Officer of the Month / Year program recognizes and rewards security officers for the security work they conduct above and beyond the expectations of their position. Officers of the Month receiving a \$50 bonus, customized award, customized certificate and their name added to the perpetual plaque.

Officer of the Year is selected from the previous year's Officer of the Month. The officer of the month recipient that shows to have the largest positive impact overall is selected as the Officer of the Year and receives a \$300 bonus along with a personalized plaque.

Frontline Private Security can fill the positions with existing Frontline Staff, or at the request of The State of Nebraska or ENVH, Frontline Private Security can evaluate existing staff members who wish to complete the application process to become a Frontline Private Security Employee.

TRAINING AND EVALUATION -

- I. Initial Application
 - a. Applications are completed in person at the Frontline Main Office.
 - b. Applications are reviewed and a criminal background check is completed.
 - c. The applicant is contacted for an aptitude test.
- II. Aptitude Test
 - a. Aptitude Test measures skill levels in common sense, reasoning, ethics, problem-solving and grammar/pronunciation skills.
 - b. The test is 18 questions and takes approximately 30 minutes to complete.
 - c. If the test is passed, the applicant is called back for an interview.
- III. Interview
 - a. The applicant is asked a wide array of questions consisting of core questions regarding the job of a security officer as well as unique questions specific to the job site the applicant is being considered for. Specific accounts require different sets of skills and personalities.
 - b. A decision is made based on the total criteria established during the hiring process.
 - c. New employees are scheduled for New Officer Orientation.
- IV. New Officer Orientation
 - a. The New Officer Orientation class is a 4 hour introduction to Frontline and its Standard Operating Procedures.
 - b. The class covers the following topics:
 - i. Using the Standard Operating Procedure Handbook.
 - ii. Proper wear and upkeep of the Frontline uniform.
 - iii. Employment Policies including:

1. Payroll
 2. Anti-Harassment
 3. Work Leave
 4. On the Job Injuries
 - iv. How discipline and misconduct are handled throughout the company.
 - v. Proper use of a radio.
 - vi. Making contact with 911 or local law enforcement officers.
 - vii. How to properly write a police style report.
 - viii. How to respond to and deescalate possibly violent situations in accordance with company policies and Nebraska State Law.
- V. Field Training
- a. The new officer begins work on a job site by shadowing an experienced officer.
 - b. When the site supervisor determines the new officer has reached proficiency on the current assignment, they are allowed to work without a field training officer.
- VI. Evaluation of Training Standards
- a. Remedial Training
 - i. If at any time an officer is struggling with an area of work, they are brought into the main office to receive a remedial training course designed specifically to address the issue the officer is having.
 - b. Monthly Training Evaluation Tests
 - i. All officers in the company must pass a monthly test on the standard operating procedures.
 - ii. Failure results in remedial training on failed topic(s).
 - iii. Repeat failures may result in termination.

STANDARD OPERATING PROCEDURE (SOP) –

The Frontline Private Security Standard Operating Procedure handbook is a confidential manual that provides employees of Frontline with the standards they must maintain while on the job. Violation of the SOP is means for a Job Performance Interview (JPI). The Director of Training determines whether the violation requires remedial training or if it means for termination.

A site specific SOP is developed for customers with unique operating procedures and requirements. The Director of Training will work with the Director of Security to adapt any current site procedures into an SOP. This creates a standard for operation and ensures no impact is seen from the customer from shift to shift and day to day.

DETAILED PROJECT WORK PLAN -

The following operational positions will have direct and indirect roles in the management and day to day operations of the ENVH:

Common Responsibilities For All Employees – Ensure the needs of the customer are being met and quality of service consistently meets standards set forth by the Frontline Private Security Standard Operating Procedure (SOP), the mission statement, and the three principles.

Co-Owner/Chief of Security - Manages and Directs Frontline Private Security to ensure successful operation including establishing short-term and long-term goals, policies, and procedures. Manages all of Frontline's operations and approves all company policies, procedures and practices. Meets with each Director to ensure each division is utilizing the three principles and working to meet the mission statement. Manages financial processes including accounting, legal and human resources. Co-Owner/Chief of Security is accountable to Co-Owner/Police Officer.

Co-Owner/Police Officer – Certified Nebraska Law Enforcement Officer – Provides overall company oversight from a law enforcement perspective specifically managing senior command staff. Utilizes law enforcement training and background to provide site specific consultation for each customer. Manages Training and Evaluation Division, Business Development Division, AgentForce Division and Boat Patrol Divisions Supervises fleet maintenance and acquisition. Co-Owner Police Officer is accountable to Co-Owner/Chief of Security.

Director of Security – Certified Nebraska Law Enforcement Officer – Ensures customer's security needs are met by managing chain of command and assets assigned site. Consults and advises customer as necessary based on previous experience. Available 24/7 as the main point of Contact for the assigned customer. Ensures standards and practices are uniform and consistent. The Director of Security is accountable to both Co-Owners of Frontline Private Security.

Director of Training – Certified Nebraska Law Enforcement Officer – Develops, conducts, and supervises training and evaluation of employees. Maintains the Frontline Private Security Standard Operating Procedure (SOP). Assists officers in improving their knowledge, skills, and understanding of the Company SOP. Provides remedial training and conducts Job Performance Interviews when employees fail to meet the standard set forth by the SOP. Ensures training and evaluation standards remain current. Director of Training is accountable to both Co-Owners of Frontline Private Security.

Director of Business Development – Responsible for developing, managing, and following up on new business opportunities. Coordinates meetings with prospective customers and assists with setting up consultations between new/prospective customers and Co-Owner/Police Officer, Jacob Bettin. Develops marketing plan and advertising materials. Director of Business Development is accountable to both Co-Owners of Frontline Private Security.

Executive Assistant - Oversees and manages all office procedures and other tasks as assigned by the Co-owner/Chief of Security. Assists with scheduling, payroll and human resources tasks. Executive Assistant is accountable to both Co-Owners of Frontline Private Security.

Lieutenant – Certified Nebraska Law Enforcement Officer - Senior command officer for customer with multiple sites or complex management processes. Oversees all shifts, officers and resources available to complete security operations. Establishes and maintains site / customer specific standard operating procedures, site training, day off requests and mandatory customer meetings. Utilizes physical presence, foot patrols, vehicle patrols, and Segway patrols to protect life and property while reporting findings to command, customers and law enforcement personnel as required. Lieutenant is accountable to Director of Security and both Co-Owners of Frontline Private Security.

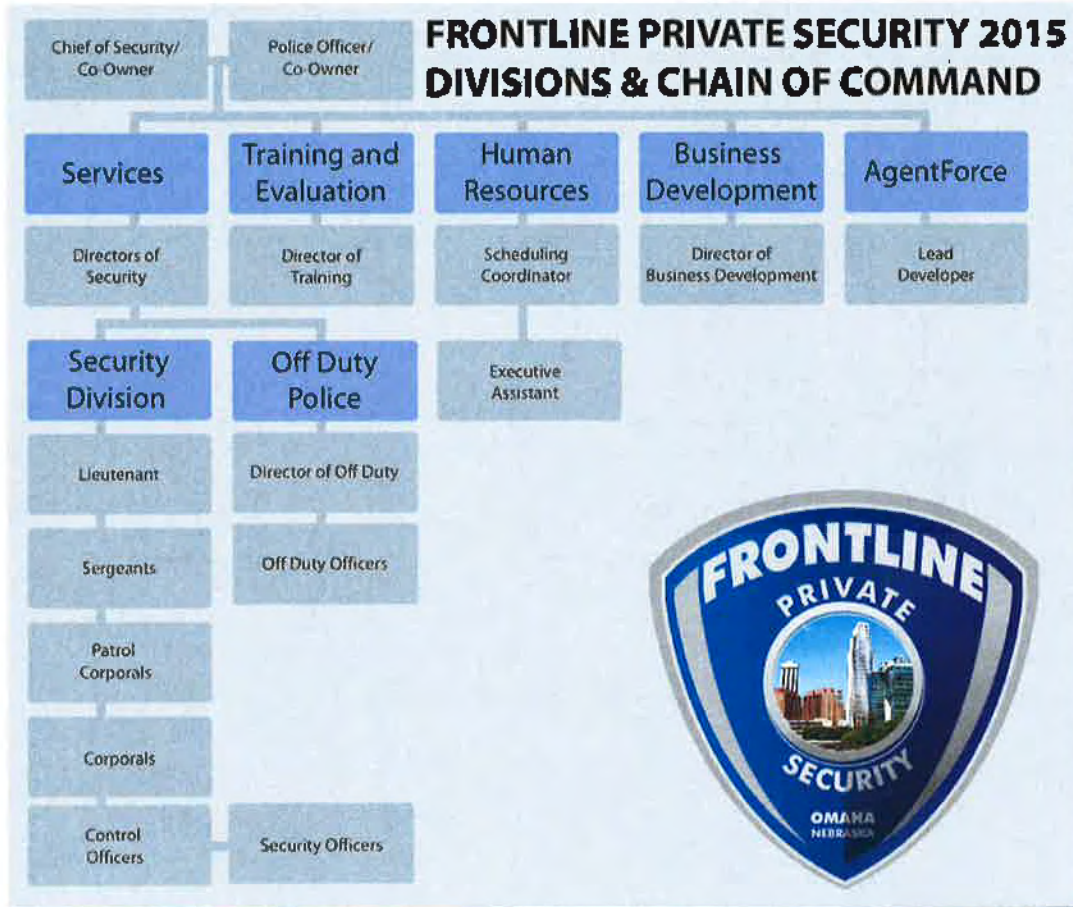
Sergeant – Civilian Security Officer - Senior command officer of specific site and/or customer oversees all shifts, officers and resources available to complete security operations. Establishes and maintains site / customer specific standard operating procedures, site training, day off requests and mandatory customer meetings. Utilizes physical presence, foot patrols, vehicle patrols, and Segway patrols to protect life and property while reporting findings to command, customers and law enforcement personnel as required. Sergeant is accountable to Director of Security and both Co-Owners of Frontline Private Security.

Patrol Corporal – Civilian Security Officer - Command officer of a specific shift to oversee operations of multiple locations, officers and resources available to complete security operations. Responsible for site training, day off requests and mandatory customer meetings. Utilizes physical presence, foot patrols, vehicle patrols, and Segway patrols to protect life and property while reporting findings to senior command, customers and law enforcement personnel as required. Patrol Corporal is accountable to Senior Command staff and both Co-Owners of Frontline Private Security.

Corporal – Civilian Security Officer - Shift specific supervisor with complex knowledge of security and control officer positions. Corporals show proficiency in Frontline procedures and complete understanding of policies. Utilizes physical presence, foot patrols, vehicle patrols, and Segway patrols to protect life and property while reporting findings to command, customers and law enforcement personnel as required. Corporal is accountable to direct Command staff and both Co-Owners of Frontline Private Security.

Control Officer – Civilian Security Officer - Utilizes computerized access control systems, closed circuit and web-based camera surveillance systems, and complex telephone systems while deploying security resources to address any potential threats or incidents. Control Officer is accountable to Senior Command staff, Director of Security and both Co-Owners of Frontline Private Security.

Security Officer - Civilian Security Officer - Utilizes physical presence, foot patrols, vehicle patrols, and Segway patrols to protect life and property while reporting findings to command, customers and law enforcement personnel as required. Security Officer is accountable to Corporal, Senior Command staff, and both Co-Owners of Frontline Private Security.



DELIVERABLES AND DUE DATES -

21JAN19	Award of Contract
22JAN19	Phone introductions and schedule implementation meeting
23-29JAN19	Implementation Meeting with Frontline and ENVH Staff
	Identification of key staff
	Hiring, training and orientation
13-19FEB19	On site orientation, training and shadowing for supervisors
	On site orientation, training and shadowing for officers
20FEB19	Transition Day
20-26FEB	Continual evaluation and review of day to day operations
27FEB-05MAR	Implementation review with Frontline and ENVH Staff
	Subsequent review meetings planned and scheduled

Reporting Forms

Frontline Private Security utilizes TrackTik software as a centralized location where officers can create and upload reports, and customers can review and print reports.

Standard reports include Daily Activity Reports, Information Reports, Damage Reports, Field Observations, and Violation Notices. Custom reports are available on request.

For more information on TrackTik, please request an in-person demonstration.

Cost Proposal

Please see the attached cost proposal sheet for detailed pricing.

Sample Invoice

Please see the attached sample invoice. Frontline Private Security uses TrackTik software for officer scheduling and management. The software has a portal which allows us and our customers to generate custom reports. Attached to the invoice is a sample report which shows the schedule for a site. Once these shifts have been worked, the actual hours the officer worked are indicated. Our billing is based on the actual hours worked. A hard copy of this report can be included with our invoice.

**State of Nebraska
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Phone: 402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 5950 Z1	October 30, 2018
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 12, 2018 2:00 p.m. Central Time	Teresa Fleming

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5950 Z1 on behalf of the Nebraska Department of Veterans' Affairs ("NDVA") for the purpose of selecting a qualified Contractor to provide personnel staffing (hereinafter "Support Staff") to perform front-desk operations at the Eastern Nebraska Veterans' Home ("ENVH") and possibly other Nebraska State Veterans' Home facilities to be available as needed by the facility up to twenty-four (24) hours a days, seven (7) days a week, three hundred sixty five (365) days a year (hereinafter "Front Desk Support Services"). A more detailed description of the Front Desk Support Services can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be two (2) years commencing upon execution of the contract by the State and the Bidder (Parties)/notice to proceed. The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

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

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

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

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

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected

and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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GLOSSARY OF TERMS

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

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

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

Agent/Representative: A person authorized to act on behalf of another.

Allegiance: Memory support neighborhood at Eastern Nebraska Veterans' Home.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

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

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

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

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

Change Order: Document that provides amendments to an executed purchase order or contract.

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

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

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

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

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

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

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

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

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

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

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

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Bid/Proposal: An offer received after the Opening Date and Time.

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Neighborhood: Living areas in which veterans and non-veterans of the Eastern Nebraska Veterans Home live.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

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

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

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

Point of Contact (POC): The person designated to receive communications and to communicate.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

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

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

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

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

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

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

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

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

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

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

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

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing Front Desk Support Services at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Teresa Fleming, Buyer
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: as.materielpurchasing@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1. Release RFP	October 30, 2018
2. Last day to submit written questions	November 14, 2018
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 22, 2018
4. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 12, 2018 2:00 PM Central Time
5. Review for conformance to RFP requirements	December 12, 2018
6. Evaluation period	December 12, 2018 – December 21, 2018
7. "Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8. Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 28, 2018
9. Contract finalization period	December 31, 2018 – January 18, 2019
10. Contract award	January 21, 2019
11. Contractor start date	February 20, 2019

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5950 Z1; ENVH Front Desk Support Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. PRICES

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the RFP is cancelled.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed three (3%) of the original price bid for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

Contractor must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal

and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 1/2" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

J. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

L. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

N. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

P. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

Q. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the RFP;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and

4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria weighting will be released with the RFP.

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

S. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

T. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

U. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.htm>

Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

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

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:
RTW			N/A

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:
RTJ			N/A

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:
RTJ			N/A

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:
RTJ			N/A

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:
RJW			N/A

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:
RJW			N/A

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:
RJW			N/A

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:
RJW			N/A

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:
RJW			N/A

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:
RJW			N/A

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:
RJW			N/A

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:
RJW			N/A

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:
RTW			N/A

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:
RTW			N/A

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:
RSW			N/A

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:
RSW			N/A

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:
RW			N/A

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.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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:
RJW			N/A

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:
RJW			N/A

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, 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.

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

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:
RSW			N/A

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:
RSW			N/A

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:
RSW			N/A

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:
RJW			N/A

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:
RJW			N/A

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:
RJW			N/A

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:
RW			N/A

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:
RJW			N/A

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.ENVHaccountspayable@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:
RJW			N/A

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:
RJW			N/A

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:
RJW			N/A

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:
RJW			N/A

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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

This RFP, on behalf of the Nebraska Department of Veterans' Affairs ("NDVA"), is for the purpose of selecting a qualified Contractor to provide personnel staffing (hereinafter "Support Staff") to perform front-desk operations at the Eastern Nebraska Veterans' Home ("ENVH") and possibly other Nebraska State Veterans' Home facilities to be available as needed by the facility up to twenty-four (24) hours a days, seven (7) days a week, three hundred sixty five (365) days a year (hereinafter "Front Desk Support Services").

B. PROJECT ENVIRONMENT

ENVH is a single level, 119,000 square foot building on a 20-acre site serving approximately 120 Veterans and non-veterans in a Skilled Nursing facility and Domiciliary setting. ENVH is located in Bellevue, Nebraska and has been in existence since 2007. The provision of Front Desk Support Services at ENVH is the primary objective of this Request for Proposal and Contractor will provide Front Desk Support Services at ENVH based on the needs of the facility as determined by ENVH during the term of this contract.

NDVA also operates three other State Veterans' Homes in Nebraska (in addition to ENVH), including facilities located in Norfolk, Kearney and Scottsbluff ("Additional Facilities"). The Additional Facilities are listed in Section V. H. Optional Additional Facilities below. While there is not an immediate need for Front Desk Support Services at the Additional Facilities, there is a possibility that the need for Front Desk Support Services could arise at one of the other facilities at some point during the term of this contract.

All of the Nebraska State Veterans' Homes receive funding from Veterans Affairs (VA), the State of Nebraska, and the Members that reside in the respective facility.

C. SCOPE OF WORK

Contractor must provide and assign Support Staff, on site at the facility, as needed up to twenty-four (24) hours a day, seven (7) days a week, 52 weeks a year including state and federal holidays.

The Contractor will be responsible for the supervision and monitoring of the assigned Support Staff to ensure compliance with the contractual agreement.

The Contractor will ensure that all assigned Support Staff are trained before commencing work. To be trained, an assigned trainee Support Staff must perform a minimum of 2 shifts with another trained Support Staff or NDVA staff and complete the NDVA facility Security Test with a satisfactory score of 80% or higher.

D. PROJECT REQUIREMENTS

The assigned Support Staff shall at a minimum but not limited to:

1. Dress in contractor uniform or business attire and must wear name badge and be visible at all times.
2. Answer the phone at the Receptionist Desk on behalf of the NDVA facility and be responsible to perform basic clerical duties. Support Staff must be courteous to facility staff, Members, visitors, etc.
3. During normal business hours, inform the Administrative Assistant and overnight shift must inform the Nurse Supervisor and Allegiance neighborhood personnel when they will be away from the desk for a prolonged period of time.
4. Monitor incoming visitors and staff, checking for "suspicious" packages or boxes. Check the reason for incoming visitors and if not clear or the visitor does not have a good reason to be in the home contact the Nurse Supervisor before allowing the visitor in the home.
5. Report immediately to the Nurse Supervisor on duty and record in the security log, any negligence or improper use of State property, equipment or the conversion of same to personal use and report the removal of any property from the facility, to include food items.
6. Be responsible to report any unauthorized use or possession of narcotics, alcoholic beverages or other unlawful drugs by members or employees. Also those persons reporting for duty under the influence of drugs or alcohol will be reported to the Nurse Supervisor and document on Attachment 1: Account Activity Report (AAR). NO ONE is authorized to have alcohol or unlawful drugs on the premises.
7. Maintain a working relationship with the facility staff on duty and must be able to tactfully and effectively communicate with the public and staff.

8. Be familiar with the Fire, Emergency and Evacuation Plan and be prepared to sound the alarm in case of fire and assist in the extinguishing of same or assist in the evacuation of the members as needed. The assigned Support Staff must be able to assist staff in the event of bomb threat, potential physical violence, and threatening weather conditions.
9. Perform regular fire watch and monitoring for potential safety hazards, theft and illegal entry into the facility.
10. Respond to all calls for assistance in a prompt manner.
11. Be responsible for logging medications received via USPS, FedEx, etc. according to facility policy.
12. Be responsible for providing adequate security to the building, grounds, Members and staff at the facility.
13. Perform specific security checks in accordance with the facility special order for security.
14. During daytime shifts, be responsible to receive mail from the USPS. Review mail received and disperse mail in accordance with the list provided by facility staff.
15. During weekend, nighttime and/or overnight shifts, ensure the main entrance door and neighborhood exits are locked and unlocked at designated times determined by the facility (for example, the facility may designate doors to be locked at 9:00 PM each night and unlocked at 5:00 AM each morning).
16. During weekend, nighttime and/or overnight shifts, make internal rounds at times designated by the facility (for example, 9:00 PM, 1:00 AM, 5:00 AM) and external rounds of the outside perimeter of the home at times designated by the facility (for example, 11:00 PM and 3:00 AM). The assigned Support Staff working the overnight shift or weekends will also unlock the facility exits at designated times (for example, 5:00 AM). The assigned Support Staff will look for unusual objects, occurrences or signs of forced entry. All doors permitting entrance from the outside will be checked to make sure they are secured. The assigned Support Staff will notify the Nurse Supervisor on duty and Allegiance Head Nurse prior to doing their rounds. Be stationed in area as designated by the facility when not performing rounds and shall remain awake and alert while on duty.
17. During weekend, nighttime and/or overnight shifts, make rounds of all the neighborhoods and core areas examining the doors, windows and being alert for fires, illegal entries and safety hazards. During the rounds the Support Staff will turn off unused, unnecessary lights and document on the Attachment 1 Account Activity Report (AAR) the rooms entered to turn off the lights and always forward phone to the Support Staff portable cell phone and keep with them.
18. Some areas require more security than others. Therefore during weekend, nighttime and/or overnight shifts, the assigned Support Staff will check the areas listed below, physically checking the premises and containers for illegal entry and record results on AAR.
 - a. Dietary – Check all kitchen, dining room doors and dietary offices to ensure they are locked and secure. Walk-in coolers and freezers are to be checked every two hours to ensure they are operating properly.
 - b. Canteen – Check entrance door and gate to ensure they are securely locked.
 - c. Accounting Office – Check door to ensure it is locked and secure and that there are no signs of forcible entry.
 - d. Commissary – Check entrance door to ensure it is locked and secure.
 - e. Medical Supply Warehouse – Check door to ensure it is locked and secured with no signs of forcible entry.
 - f. Members Warehouse Storage – Check entrance to ensure it is locked and secured.
 - g. Pharmacy – Check entrance to ensure it is locked and secured and that there are no signs of forcible entry.

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: Frontline Private Security employs a workforce of 135 civilian security officers in the Omaha area. Frontline recruits employees who are interested in a career in law enforcement. Frontline worked with Gallup to create employee retention programs. See RFP response for further information on recruitment and retention.
2.	Provide company policies on Equal Employment including EEO, ADA, Workplace Harassment, Sexual Harassment and Employee Diversity. Response: Frontline Private Security policies on EEO, ADA, Workplace Harassment, Sexual Harassment and Employee Diversity are included in our company Standard Operating Procedure and are instructed during our New Officer Orientation.
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: No employee of Frontline is allowed to have a felony conviction or serious misdemeanor conviction. All potential employees must agree to have their criminal history verified through a certified criminal background check. Background Checks are completed during initial hire and are renewed on a case by case basis.
4.	Describe performance and evaluation process of staff. Response: Frontline Security Officers are constantly informally evaluated by their direct supervisor. A formal monthly evaluation is conducted, failure results in remediation training. Repeat failures may result in termination.

5.	Describe how your company receives, processes and responds to customer requests for temporary staffing assistance.
	Response: Requests for temporary staffing are handled by our full time Schedule Coordinator. Requests can be made by email or phone. Temporary requests made with greater than 7 days notice are billed at normal rate requests made with less than 7 days notice are billed at 1.5 times the standard rate.
6.	Provide a copy on how the Support Staff will account for their hours worked.
	Response: Support staff are shared assets and hours are not billed to customer.
7.	Describe the standard shifts used by your company when assigning employees to provide services.
	Response: Frontline Private Security creates shifts based on customer needs. Frontline Private Security requires a minimum of a 4hr shift.
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: Frontline Private Security bills on a bi-weekly basis, NET30. A sample invoice, accompanied by a sample time sheet is provided in the RFP response.
9.	Provide a Detailed Management and Work Plan.
	Response: Frontline Private Security provides employee management to the customer at no additional cost. Frontline utilizes a chain of command and has a 24hr support staff which is available by phone or in person, should the customer or an employee need assistance. For details, please see RFP response.
10.	Provide your plan to meet established timelines for coverage; to handle short staffing; and any potential overtime occurrences.
	Response: Frontline Private Security is ready to provide staffing for the positions as detailed in the RFP. If a gap in coverage is identified, Frontline utilizes the 24hr command structure to fill the position until an adequate replacement can be put in place. Frontline does not bill overtime for regularly scheduled shifts.
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: Frontline Private Security is an Omaha based company which provides security services for Eastern Nebraska and Western Iowa. Frontline would provide temporary staffing at these sites on an as needed basis at an overtime rate. For long term dedicated service, Frontline would request 30 days to hire and train a officers.

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

VI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change

and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past seven (7) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past seven (7) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past seven (7) years, so declare.

If at any time during the past seven (7) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:

- a) The time period of the project;
- b) The scheduled and actual completion dates;
- c) The Contractor's responsibilities;
- d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion

date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

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

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

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

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

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

j. SUBCONTRACTORS

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

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

3. TECHNICAL APPROACH

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

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

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. PRICES

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

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:	Frontline Private Security, LLC
Bidder Address:	2510 N 85th St. Omaha, NE 68124
Contact Person & Title:	Ryan Wullschlegel - Police Officer / Director of Business Development
E-mail Address:	ryan@frontlineomaha.com
Telephone Number (Office):	402.210.5111
Telephone Number (Cellular):	402.415.1213
Fax Number:	402.502.9457

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:	Frontline Private Security, LLC
Bidder Address:	2510 N 85th St. Omaha, NE 68124
Contact Person & Title:	Ryan Wullschlegel - Police Officer / Director of Business Development
E-mail Address:	ryan@frontlineomaha.com
Telephone Number (Office):	402.210.5111
Telephone Number (Cellular):	402.415.1213
Fax Number:	402.502.9457

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.

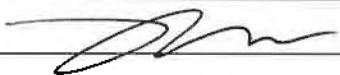
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

RSW 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:	Frontline Private Security, LLC
COMPLETE ADDRESS:	2510 N 85th St., Omaha, NE 68124
TELEPHONE NUMBER:	402.210.5111
FAX NUMBER:	402.502.9457
DATE:	10DEC18
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Ryan Wullschleger - Police Officer / Director of Business Development



Frontline Private Security L.L.C.
PO BOX 641616
Omaha, NE 68164

Invoice

Date: 9/4/2018
Invoice #: 9390-A

Bill To:
Sample Customer

Remit Payment:
 PO BOX 641616
 Omaha, NE 68164

Due Date
9/14/2018

Description	Rate	Hours	Serviced	Amount
1 Officer 24hrs per day, 7 days per week	20.00	336		6720.00

Sales Tax (7....) \$470.40

Total \$7,190.40

Balance Due \$7,190.40

Invoicing Questions?
 Contact Magnum Fogelstrom:
 402-210-5111 Ext. 104
 invoice@frontlineomaha.com

All Schedules Ordered by Time

12/11/2018 - 12/17/2018



Date	Time Label	Employee	Position
Tue Dec 11th	12pm-8pm	Stephanie MORALES [REDACTED]	Sorensen Park Plaza / Security Officer
Tue Dec 11th	8pm-12am	Peggy GONZALEZ [REDACTED]	Sorensen Park Plaza / Security Officer
Wed Dec 12th	12pm-8pm	Tristan TOSH [REDACTED]	Sorensen Park Plaza / Security Officer
Wed Dec 12th	8pm-12am	Peggy GONZALEZ [REDACTED]	Sorensen Park Plaza / Security Officer
Thu Dec 13th	12pm-8pm	Stephanie MORALES [REDACTED]	Sorensen Park Plaza / Security Officer
Thu Dec 13th	8pm-12am	Vacant Shift	Sorensen Park Plaza / Security Officer
Fri Dec 14th	12pm-8pm	Tristan TOSH [REDACTED]	Sorensen Park Plaza / Security Officer
Fri Dec 14th	8pm-12am	Peggy GONZALEZ [REDACTED]	Sorensen Park Plaza / Security Officer
Sat Dec 15th	12pm-12am	Vacant Shift	Sorensen Park Plaza / Security Officer
Sun Dec 16th	12pm-12am	Vacant Shift	Sorensen Park Plaza / Security Officer
Mon Dec 17th	12pm-8pm	ShiftBoard	Sorensen Park Plaza / Security Officer
Mon Dec 17th	8pm-12am	Peggy GONZALEZ [REDACTED]	Sorensen Park Plaza / Security Officer