

RFP 5983 Z1

Submitted by Arrow Stage Lines

Original

EXPERIENCE CONFIDENCE

Original

ARROW
STAGE LINES



OPERATED BY BUICK, INC.
MORRIS, NE. Certified
DS DOT 433377 Member
GVW 54,100 IMC
NE PSD P1252
NV CPIN 2147

#experiencethejourney
#arrowstogelines





Original

Project Description and Scope of Work

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.

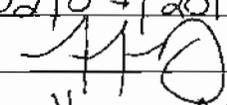
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

JH 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:	Busco Inc DBB Arrow stage Lines
COMPLETE ADDRESS:	4220 552nd St Omaha NE 68117
TELEPHONE NUMBER:	402 402-731-1900
FAX NUMBER:	402-731-2571
DATE:	02/07/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Jeffrey Howes Manager Corporate/Regional Dirct

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:
JA			

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:
JH			

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. NOTICE (POC)

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

D. GOVERNING LAW (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.

E. BEGINNING OF WORK

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

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.

F. CHANGE ORDERS

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

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.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

H. BREACH

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

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.

I. NON-WAIVER OF BREACH

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

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.

J. SEVERABILITY

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

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.

K. INDEMNIFICATION

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

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.

L. ATTORNEY'S FEES

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

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.

M. ASSIGNMENT, SALE, OR MERGER

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

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.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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.

O. FORCE MAJEURE

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

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.

P. CONFIDENTIALITY

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

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.

Q. EARLY TERMINATION

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

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.

R. CONTRACT CLOSEOUT

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

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:
JA			

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:
JA			

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/material/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:
JA			

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:
JA			

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:
JA			

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:
JA			

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 two (2) years 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 two (2) years following termination or expiration of the contract.

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

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

1. **WORKERS' COMPENSATION INSURANCE**

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

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
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:

Central Nebraska Veterans' Home
 Attn: Contract Manager
 4510 E 56th Street
 Kearney, NE 68847

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:
JA			

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:
JA			

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:
JA			

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:
JA			

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:
JA			

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:
JA			

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:
JA			

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.

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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:
JA			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Contractor shall invoice Nebraska Department of Veterans' Affairs ("NDVA") no less frequently than monthly. Invoices shall be sent electronically to NDVA.CNVHpayables@nebraska.gov and at a minimum, include the dates of service, description of service, unit costs of service, and total amount. 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:
JA			

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

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

E. PAYMENT

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

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:
JA			

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:
JA			

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 (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



Original

Corporate Overview

RFP 5983 Z1

Corporate Overview

2.a.

Busco Inc.

Dbas Arrow Stage Lines

4220 South 52nd Street

Omaha, NE 68117

Organized to do business in Nebraska

Organized in 1928

Originally Arrow Stage Lines Inc.

Then changed to Busco, Inc. dbas Arrow Stage Lines

Corporate Overview

2. b.

BUSCO, Inc. d/b/a Arrow Stage Lines

**Financial Statements and
Independent Accountants' Review Report**

December 31, 2017 and 2016

Lutz

BUSCO, Inc. d/b/a Arrow Stage Lines

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Board of Directors and Stockholders
BUSCO, Inc. d/b/a Arrow Stage Lines
Norfolk, Nebraska

We have reviewed the accompanying financial statements of BUSCO, Inc. d/b/a Arrow Stage Lines, a Nebraska corporation, which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of income and comprehensive income, stockholders' equity, cash flows, and the related notes to the financial statements for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our reviews, except for the issue noted in the Known Departure From Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Known Departure from Accounting Principles Generally Accepted in the United States of America

As described in Note 9 to the financial statements, accounting principles generally accepted in the United States of America require that variable interest entities be consolidated into the financial statements of primary beneficiaries. Management has informed us that the Company has not consolidated certain variable interest entities in these financial statements.

Lutz & Company, P.C.

April 30, 2018

For public information purposes only; not part of RFP or contract.

**Request for Proposal Number 5983 Z1
Proposal Opening: February 26, 2019**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Arrow State Lines

1. Financial Statements

Lutz

Corporate Overview

2. c.

No change of ownership

) Corporate Overview

2. d.

Base of operations:

Arrow Stage Lines – Grand Island
1982 Metro Street
Grand Island, NE 68801
308-384-0371

Corporate Office:

Arrow Stage Lines – Omaha
4220 South 52nd Street
Omaha, NE 68117
402-731-1900

Corporate Overview

2.e.

Arrow Stage Lines is currently contracted to supply and deliver transportation services between Grand Island and Kearney, Nebraska.

We are currently operating in year three of three year contract

71725 04

Corporate Overview

2.f.

No employee relations to the state

Corporate Overview

2. g.

No contract terminations

RFP 5983 Z1

Corporate Overview

2. h.

1. Children's Hospital: Duration of 2 years.

September 2016 to December 2018

Service Monday-Friday from 5 a.m. to 9 p.m.

Shuttle employees from off-site parking lot to 2 different locations for Children's Hospital employees

Use 4 30 passenger coaches on this each day

The contract was originally for 2 years from September 2016 to September 2018 but actually ended December 31, 2018.

Arrow Stage Lines was the main contractor on this contract.

Contact: Rich Holter

Childrens Hospital

8200 Dodge Street

Omaha, NE 68117

rholtter@ChildrensOmaha.org

402-707-7890

This project is similar to what we would be providing for this RFP as it is a shuttle service of employees. Timeliness is very important.

2. Bryan LGH – on going

This is a contract that we have been doing for a number of years. It is a daily service of shuttle employees from a parking lot to the hospital for their work shift. Service is provided Monday-Friday from approximately 6 a.m. to 6 p.m.. We use a 16 passenger sprinter van for this service.

Arrow Stage Lines is the contractor for this service

Contact:

Anne Hargreaves

Bryan Medical Center East

1600 S. 48th Street

Lincoln, NE 68506

Anne.hargreaves@bryanhealth.org

402-481-8971

RFP 5983-Z1

Corporate Overview

2. i.

For proper execution of the DHHS proposed transportation contract, the Contract Manager position would be based in the Arrow Stage Lines Grand Island location, and would be the main Point of Contact for the Contractor location. The Contract Manager will be the Point of Contact for all Complaints or Observations from the Contractor. This position would have the responsibility and authority to manage the day-to-day operations of the Contract, and assure that the Contract is executed in a manner resulting in a superior level of safe, on-time, reliable, customer friendly service. The Contract Manager would generally be expected to allocate 50% of their time to the Contract, with peak times or occasional needs requiring 100% of their time. Additional Management support would be provided from the Regional Directors office as needed.

The Contract Manager would be assisted and supported by additional local Grand Island, Lincoln and Omaha staff that would report directly to them.

Contract Manager would execute all required aspects of Safety functions, inspections, monitoring, and training of motor coach operators. Any safety issues, accidents, or injuries will be reported immediately to the Contract Manager. They are responsible for generating monthly Subcontractor Safety & Personnel Report. The Safety Director and staff would generally be expected to allocate 50% of their time to the Contract, with peak times or needs occasionally requiring 100% of their time. Additional Safety/Training support can be provided from the corporate Safety Directors office as needed.

Contract Manager would execute all required aspects of dispatch duties and is responsible for the day-to-day scheduling and performance of Motorcoach Operators and for the coordination of motor coaches/ vehicles between the Contract needs and maintenance schedules. Any operational or performance issues will be reported immediately to the Contract Manager. They also are responsible for collecting data and generating daily tallies of ridership utilization, charter hours and miles. Responsible for collecting data, and providing information to Sales staff for the billing of said contract. The Contract Manager would be expected to allocate 100% of their time to the Contract, with peak times or needs occasionally requiring additional support provided by the Contract Manager as needed.

Contract Maintenance/Cleaning Staff would execute all required aspects of maintenance and motor coach/vehicle cleaning duties, Responsible for the day-to-day performance of the Motor coaches/vehicles and for the coordination between the Dispatch needs and maintenance schedules. Any maintenance or performance issues will be reported immediately to the Contract Manager. The Maintenance and Cleaning Staff would be expected to allocate 100% of their time to the Contract, with peak times or needs occasionally requiring additional support provided by the Maintenance Director for the Region as needed.

The Contract Manager would develop and perform daily audits of Contract Performance as executed by the local Contract Staff. Audited performances would include, but not be limited to; on-time performance, safe operation, motor coach/vehicle readiness and reliability, motor coach/vehicle cleanliness and comfort, completion of maintenance schedules. Audited items would be checked and any deficient items would be addressed and corrective actions taken if necessary. All deficiencies will be reported to the appropriate Contract Manager, and to the Contract Region Director. The corrective actions taken will be tracked and evaluated by the Contract Region Director.

The Contract Manager would be assisted, supported, and have direct communication with the Contract Region Directors' offices. The Regional Safety Coordinator and the Regional Maintenance Manager would act as Contract Safety and Maintenance Managers. They would provide support and expertise to the Contract Manager in each of their respective departments. They would assist the Contract Manager with the initial Start-up, hiring, and training of local Contract Staffing. They would ensure the proper resources are allocated for the successful execution of the Contract. If additional staff or resources are

needed at start-up, or other short term periods, the Regional Directors office would have the capability and authority to reallocate from other company locations if necessary. The Contract Safety and Maintenance Managers would develop regularly scheduled inspections and reports to enable them to properly monitor the successful operation of the Contract.

Regional Director JEFFREY HOWES
Contract General Manager 5% Utilization in the program

Monitor all aspects of the business. Successfully execute business plan by ensuring the performance of regional team consisting Regional Managers and staff. Responsible for the overall Quality, Ethical Standards, and Productivity of the Region. Responsible for setting and monitoring Regional and Location Budgets along with providing and allocating resources within the organization. Ensures the company operates within legal and regulatory compliance.

Regional Safety Coordinator BRANDON SMITH
15% Utilization in the program

Assists in the development, implements and coordinates a Safety/Risk Management and Loss Prevention Program for the Region based on DOT, FMCSA and OSHA regulations. Assists with Company Crisis Management Plan. Works with locations to develop location specific training goals and programs. Reviews accidents, incidents, and injuries and investigates for root causes and implements action of correction and training. Accomplishes department goals by working closely with Corporate Safety Director. This office would assist the efforts of the Location and Contract Managers to accomplish the directives set by the Safety Department.

Regional Maintenance Manager DAVID KARNES
15% Utilization in the program

Responsible for managing and directing the functions and processes of the Regions maintenance departments. Ensures coaches placed in service are safe, reliable, and free of mechanical defects with all installed equipment in working order. Sets preventative maintenance schedules. Directs the use of and procedures for the Vehicle Maintenance Data System. Authorizes the need and use of maintenance tools and equipment. Ensures compliance with DOT, EPA AND OSHA rules and regulations. Accomplishes department goals by working closely with Regional Director, Location Managers, Contract Managers, and Maintenance Personnel. This office would assist the efforts of the Location and Contract Managers to accomplish the directives set by the Maintenance Department.

Corporate Human Resources Director CHELLE COOPER
5% Utilization in the program

Has overall responsibility for Human Resources Department, and Payroll Department. Supervises the administration of DOT Driver Qualification files. Negotiates and implements Company Benefit Programs. Conducts wage studies and develops Compensation Plans. Directs and coordinates recruiting and staffing throughout the company. This office would assist the efforts of the Location and Contract Managers to accomplish the directives set by the Human Resources Department.

Region Sales Manager JOLENE WEBB
5% Utilization in the program

Directs and Supports Sales Assistant in the booking of Charter Services for the Contract. Is responsible for the account maintenance of all aspects of the sales department and coordinates with other departments, including operations and accounting as necessary. Handles incoming customer inquiries and orders via the telephone, fax, email and walk-up clientele. Take reservations from clients then enter orders via the Company utilized computer system as required. Answer questions about services in accordance with the established policies & procedures.

Sales Assistant DARLENE KORTHALS
5% Utilization in the program

Assists in the booking of Charter Services for the Contract. Handles incoming customer inquiries and orders via the telephone, fax, email and walk-up clientele. Take reservations from clients then enter orders via the Company utilized computer system as required. Answer questions about services in accordance with the established policies & procedures

Dispatcher Melissa Jameson
20% Utilization in the program

Responsible for overseeing and meeting the needs of the contracted customer. Will answer any incoming calls from the customer and will rotate with the contract manager to ensure that the contractor is reachable for any communication 24/7 to meet the needs of the contracted customer. Will work closely with the contracted customer to see to it that the day to day needs and changes are met and delivered.

Location Manager SHANE NORTH
Contract Manager 30% Utilization in the program

Responsible for overseeing the daily operations of the Grand Island Location and the surrounding area. Plans, organizes, directs and controls the activities of the operational staff. Focuses on maintaining and improving the company in the areas of operations, dispatch, maintenance, and customer service. Responsible for managing and directing the maintenance functions and processes of the location maintenance department. Ensures company has the safest of coaches placed in service, and they are free of mechanical defects with all installed equipment in working order. Handles all after hours calls. Provides training of Motorcoach Operators and cleaning Staff. Promotes the Company's commitment towards safety to all employees, and assists with maintaining and improving the company safety program.

- Manages staff to ensure that policies, procedures, and quality of service standards are met in accordance with the company's goals.
- Promotes companies safety policies and ensures safety policies and procedures are followed by regional personnel in compliance with local, state, and federal rules and regulations, such as, but not limited to; DOT, OSHA, ADA and CSA.
- Reviews and approves the setting of budgets for the operations of the Region facilities.
- Resolves all operational issues that arise.
- Directly manages the Safety, Dispatch/Operations, Maintenance, and Cleaning Staff.
- Ensures all staff is trained in their job responsibilities.
- Responsible for the timely submission of performance reviews, disciplinary actions, and all other company required documents.
- Supports Maintenance and Parts Departments on a daily basis to ensure equipment is properly maintained and available when needed.
- Ensures customer needs are met.
- Supports and assists company with implementing all company programs.
- Monitors and ensures all maintenance data is entered into Vehicle Maintenance System.
- Oversees the purchasing of parts and supplies and monitors inventory.
- Implements, maintains and monitors preventative maintenance schedules.
- Ensures compliance with DOT, EPA AND OSHA rules and regulations.

- Responsible to provide training of new Diesel Service Technicians and Bus Cleaners.
- Coordinates and schedules all outside company repairs and ensures payment.
- Responsible for maintaining cleanliness and organization of the maintenance shop.
- Responsible for maintenance shop budget.
- Complies with company and safety policies and procedures. Ensures a safe working environment.
- Arranges for non-company facilities for on-the-road bus repairs.
- Maintains maintenance and repairs for building and grounds.
- Provides training for Motorcoach Operators with company approved and prescribed training materials and curriculum.
- Manages ADA requirements.
- Assists and/or serves as a liaison with the Safety Director regarding compliance of DOT, federal, state and local safety laws, regulations, codes and rules.
- Assists when necessary with training and compliance with OSHA, DOT, ADA, human resource paperwork, reporting, and recordkeeping.
- Monitors OER drive cam activities, and provides coaching of Motorcoach Operators on unsafe actions.
- Provides re-training/coaching plans for drivers who fail to meet drive cam standards, and post-accident follow-up as needed.
- Monitors Hours-of-Service reports and applies company policy to any violations.
- Monitors and maintains records of EPA compliance.
- Directs inspections of maintenance shop for safety compliance, and monitors activities where accidents could occur.
- Responsible for reporting employee accidents/incidents, and assisting Safety Director with information gathering and processing claims. This also includes customer issues.
- Maintains up-to-date MSDS books.
- Reviews and analyzes injury and accident reports. Assists in determining preventability, and root causes.
- Ensures through HR reports and directives, that Motorcoach Operators have current DOT physicals, regulatory drug testing and that license expirations are monitored.
- Directs fire, safety, vehicle and security inspections to identify problems on the local level. Investigates and implements solutions.
- Complies with company and safety policies and procedures.
- Assists Safety Director with all staff safety training.
- Coordinates, directs, and/or conducts safety meetings under the direction of the Safety Director.
- Contributes to process improvement on a regular basis.

Current staffing levels at the Operations office of Arrow Stage Lines include;

Safety/Training – 3
 Operations/Dispatch – 5
 Maintenance Managers – 2
 Maintenance Mechanics – 8
 Maintenance Parts – 2
 Motorcoach Cleaners – 9
 Motorcoach Operators – 51
 Sales & Marketing – 5
 Human Resources – 5

RFP 5983 Z1

Corporate Overview

2. j.

No subcontractors



Bidder

Requirements

Matrix

Original

5983 Z1 ATTACHMENT A Bidder Requirements Matrix	
Bidder Name: _____ Busco, Inc. dba Arrow Stage Lines _____	
Bidder should provide a narrative response for each of the following requirements, detailing how the bidder's firm will meet each of the requirements.	
Description and Bidder Response	
1	Transportation Services between Grand Island NE and Kearney NE at established designated sites; Overall Approach
a	Provide Transportation Services between Kearney, NE and Grand Island, NE at established Designated Sites. Describe your process. Bidder's Response: Arrow Stage Lines will provide Safe, Comfortable and Reliable transportation between Kearney, NE and Grand Island, NE at established designated sites.
b	Work with NDVA to determine and establish optimal trip schedule to meet the needs of NDVA Passengers. Describe your schedule process. Bidder's Response: Arrow Stage Lines will work closely with NDVA on determining and establishing optimal trip schedules based on the needs of the NDVA passengers
c	Determine and establish optimal Designated Site locations, at minimum one in Kearney, NE and one in Grand Island. Provide suggested site locations. Bidder's Response: Arrow Stage Lines will work closely in determining and establishing optimal pickup and drop off locations in both Grand Island, NE and in Kearney, NE
d	Establish arrival and departure times to optimally serve NDVA Passengers. Vehicles shall be onsite within (15) minutes of agreed arrival times and available for loading and unloading within (15) minutes of agreed departure times. Provide arrival time preparation procedures, loading and unloading processes to meet schedule times. Bidder's Response: Arrow Stage Lines will work closely with NDVA in establishing arrive and departure times to serve the NDVA passengers in the optimal way possible. Arrow Stage Lines vehicles will be onsite within 15 minutes of agreed upon arrival times and also at the pickup locations for passenger loading and unloading to ensure prompt departure times.
e	Must maintain an accurate manifest of Passengers. Describe process for logging information. Bidder's Response: Arrow Stage Lines will have and will keep said accurate passenger manifest based on the manifest of the passengers riding provided by NDVA
f	Contractor must maintain availability of drivers and vehicles for transportation services. Describe driver roster process. Bidder's Response: Arrow Stage Lines will maintain availability of drivers and vehicles for transportation services with the shuttle schedule set forth by NDVA
g	Contractor must be able to respond to changing needs (quantity of passengers, frequency of trips or alternate routes). Describe your process for when a change is requested and how much lead time needed to complete the request. Bidder's Response: Arrow Stage Lines will work closely with NDVA to respond with the changing needs of quantity of passengers, frequency of trips or alternate route with prior notification to Arrow Stage Lines of changing needs from NDVA
h	Contractor must maintain regular communication with NDVA on a daily basis, Monday through Friday. Describe communication process with clients. Bidder's Response: Arrow Stage Lines will have designated personal to maintain regular communication with NDVA using a variety of different types of communication but not limited by cell phone, land lines, email, text messaging or in person
2	Vehicles

a.	<p>Transportation services must be provided in suitable vehicles that meet all applicable State and Federal requirements; such as, but not limited to NDOT, DOT, OSHA, ADA and CSA. Provide copies of inspection safety certificates.</p>																									
	<p>Bidder's Response: All Arrow Stage Lines vehicles meet all applicable State and Federal requirements. Arrow Stage Lines will not use 15 passenger vans</p>																									
b.	<p>Bidder must provide with their bid response the current list of vehicles proposed, including, quantity, type (make and model), condition (including mileage on vehicles and tires), vehicle amenities (seating, heat, air conditioning, wireless internet, etc.) Provide your current fleet listing. Contractor will report any changes to the list for the duration of the contract.</p>																									
	<p>Bidder's Response: See vehicles listed on Form B-Cost proposal. Arrow Stage Lines will use these vehicles or vehicles similar in kind. Arrow Stage Lines will report any changes to the list of vehicles for the duration of the contract.</p>																									
	<table border="1"> <thead> <tr> <th data-bbox="219 688 553 743">Vehicles Bid</th> <th data-bbox="553 688 748 743">Model</th> <th data-bbox="748 688 954 743">Year</th> <th data-bbox="954 688 1203 743">Quantity Available</th> <th data-bbox="1203 688 1445 743">Handicapped Accessible</th> </tr> </thead> <tbody> <tr> <td data-bbox="219 743 553 827">Up To 6 Passenger Vehicle</td> <td data-bbox="553 743 748 827"></td> <td data-bbox="748 743 954 827"></td> <td data-bbox="954 743 1203 827"></td> <td data-bbox="1203 743 1445 827"></td> </tr> <tr> <td data-bbox="219 827 553 911">Up To 15 Passenger Vehicle</td> <td data-bbox="553 827 748 911"></td> <td data-bbox="748 827 954 911"></td> <td data-bbox="954 827 1203 911"></td> <td data-bbox="1203 827 1445 911"></td> </tr> <tr> <td data-bbox="219 911 553 995">Up To 25 Passenger Vehicle</td> <td data-bbox="553 911 748 995"></td> <td data-bbox="748 911 954 995"></td> <td data-bbox="954 911 1203 995"></td> <td data-bbox="1203 911 1445 995"></td> </tr> <tr> <td data-bbox="219 995 553 1087">26+ Passenger Vehicle</td> <td data-bbox="553 995 748 1087"></td> <td data-bbox="748 995 954 1087"></td> <td data-bbox="954 995 1203 1087"></td> <td data-bbox="1203 995 1445 1087"></td> </tr> </tbody> </table>	Vehicles Bid	Model	Year	Quantity Available	Handicapped Accessible	Up To 6 Passenger Vehicle					Up To 15 Passenger Vehicle					Up To 25 Passenger Vehicle					26+ Passenger Vehicle				
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c.	<p>Vehicle inspection and maintenance logs must be kept and will be made available to NDVA upon request. Provide a copy of your vehicle inspection and maintenance logs.</p>																									
	<p>Bidder's response: All Arrow Stage Lines vehicle inspections and maintenance logs are kept on file within the Federal Guidelines. They will be available to NDVA upon request.</p>																									
d.	<p>GPS Tracking included, on board camera(s) optional. If not, provide reasoning why no GPS Tracking is available.</p>																									
	<p>Bidder's Response: Arrow Stage Lines vehicles have GPS Tracking and Drive Cam cameras.</p>																									
e.	<p>Contractor must have availability of handicap accessible vehicle(s). Specify specific vehicles that is in your fleet that offer this capability.</p>																									
f.	<p>Contractor must be able to provide vehicle(s) to meet changing passenger/trip volume, in accordance with the schedule and manifest provided by NDVA. Please provide the minimum time frame needed to change the capacity or type of vehicle.</p>																									
g.	<p>Vehicles must be kept clean and neat, inside and out. Provide your policy.</p>																									
	<p>Bidder's Response: All of Arrow Stage Lines vehicles are cleaned at the end of each day and will be maintained by the driver during the course of each trip to ensure and pleasurable riding experience.</p>																									

h.	<p>Contractor must have a lost and found policy. Provide policy.</p> <p>Bidder's Response: Arrow Stage Lines will collect all lost and found and attach the date, vehicle number to such item and return it to NDVA in providing the item to be returned to the rightful owner.</p>
i.	<p>Vehicles must be Non-Smoking. Provide your policy.</p> <p>Bidder's Response: All of Arrow Stage Lines vehicles are non-smoking</p>
3 Drivers	
a.	<p>Contractor must verify that all Drivers provided by the Contractor:</p> <p>i. Maintain proper licensure to operate vehicle provided in capacity of this contract. Provide copies of licensures.</p> <p>ii. Drivers must be trained. Provide list of training given to drivers.</p> <p>iii. Meet all Department of Transportation ("DOT") requirements: https://dot.nebraska.gov/</p> <p>Bidder's Response: Arrow Stage Lines drivers have and will maintain proper licensure to operate vehicle provided in capacity of this contract. Arrow Stage Lines Drivers have been trained and go through additional training every year to keep the driver educated in changing vehicles, operations, safety functions and procedures. All Arrow Stage Lines drivers meet all DOT requirements.</p>
b.	<p>Contractor must conduct the following screenings and provide results to NDVA prior to starting. Provide policy regarding:</p> <p>i. Background check</p> <p>ii. Sex Offender</p> <p>iii. Child Welfare, Juvenile and Adult Protective Services</p> <p>iv. Drug Screen</p> <p>Bidder's Response: Arrow Stage Lines will conduct the following screenings on drivers that will be assigned to drive the DNVA including background check, sex offender, child welfare, juvenile and adult protective services and drug screen with the results of said test to be provided to NDVA prior to starting</p>
c.	<p>Contractor must furnish and require name badges to be worn above the waist by contractor staff at all times while providing services for NDVA and while working in the NDVA Facility. Name badge shall include individual's first and last name and Contractor name. Provide an image example.</p> <p>Bidder's Response: Arrow Stage Lines will provide name badges and require that they be worn above the waist while providing services for NDVA and while working in the NDVA facility. The said name badges shall include individual's first and last name along with the name Arrow Stage Lines.</p>
d.	<p>Drivers must observe No-Smoking policies at each location and during transport. Provide a plan on how to accommodate drivers that smoke without breaking the No-Smoking policies.</p> <p>Bidder's Response: Arrow Stage Lines drivers will observe and adhere to the no-smoking policies at each location and during transport.</p>
4 NDVA Regulations	
a.	<p>Contractor must adhere to and inform contractor staff of NDVA regulations prior to visiting NDVA facilities and designated Sites. Describe communication policy on how to share NDVA regulations with your staff.</p> <p>Bidder's Response: Arrow Stage Lines will adhere to and will inform Arrow Stage Lines staff of NDVA regulations prior to visiting the NDVA facilities and designated sites. Arrow will inform their staff through written memos and also by word of mouth of the regulations. Staff will be directed to website listed below as well.</p>
b.	<p>NDVA regulations are located at the DHHS regulations webpage: http://www.sos.ne.gov/rules-and-reqs/regsearch/Rules/Health_and_Human_Services_System/Title-400/Chapter-1.pdf</p> <p>Describe regulation review and tracking plan.</p> <p>Bidder's Response: The link to the webpage will be provided to the Arrow Stage Lines Staff</p>
c.	<p>Prohibit Contractor staff that do not adhere to NDVA guidelines, link provided above in 4.b., from providing services to NDVA. Provide your HR process for handling staff that do not adhere to NDVA guidelines.</p>

	Bidder's Response: Arrow Stage Lines will work closely with NDVA staff to ensure compliance with Arrow Stage Lines staff of the guidelines. Arrow Stage Lines will prohibit staff to provided services to NDVA if staff members do no adhere to the said NDVA guidelines.
5	Changes and Delays including Weather and Staffing
a.	Contractor shall make every effort to maintain timely schedule. Provide your inclement weather policy and <u>circumstances that would stop the transportation schedule from starting or being completed.</u> Bidder's Response: Arrow Stage Lines will make every effort in maintaining timely schedules. In case of bad weather, Arrow Stage Lines will be in touch with NDVA staff to inform them of any delays with the schedule. If roads are closed, transportation would be suspended until they are open again.
b.	Contractor must immediately report to NDVA, any delays or problems in route. Describe communication policy to update NDVA on any problems mid-route. Bidder's Response: Arrow Stage Lines will report to NDVA immediately if there are any delays or problems in route. NDVA will have a contact at Arrow Stage Lines and Arrow Stage Lines will be in contact with personal from NDVA of their choosing.
c.	Changes and delays may be necessary and unavoidable due to circumstances such as traffic, inclement weather, or NDVA staffing circumstances (including call-ins, and Mandatory/Voluntary Overtime). Provide policy and procedures in dealing with changes and delays. Bidder's Response: Arrow Stage Lines will work closely with NDVA staff with changes due to unavoidable circumstances due to traffic, inclement weather or NDVA staffing circumstances (including call-ins, and mandatory/voluntary overtime). Arrow Stage Lines will be in close contact by providing a 24/7 phone number for any such changes or delays.
d.	Staffing changes and delays will be as minimal as possible. Notifications regarding changes and delays shall be communicated promptly to the contractor. Describe procedure in accommodating staffing changes and delays. Bidder's Response: Arrow Stage Lines will work closely with NDVA staff with changes and delays which will be communicated promptly to Arrow Stage Lines. Arrow Stage Lines will provide a number that is answered 24/7 for any changes or delays.
6	Safety and Security
a.	Contractor is responsible for the safety and security of the passengers. Provide safety and security policy and programs. Bidder's Response: Arrow Stage Lines is responsible and makes all of their passenger safety and security a top priority. Arrow Stage Lines Staff is educated in safety and security procedures.
b.	Contractor must have a safety program including policies and practices. Provide a listing. Bidder's Response: Arrow Stage Lines has a Safety Department which manages and implements a Safety Program including policies and practices that ensure the safety and security of our passengers. Arrow Stage Lines requires all new drivers to go through a 90 hour driver training program and consists of classroom training and hands on driving training. Throughout the onboarding process everyone must complete an additional 20 hours of hands on driving with a driver trainer before they are released to drive on their own. Review are conducted periodically to ensure each individual is performing at Arrow Stage Lines expectations. For existing drivers, Arrow Stage Lines conducts quarterly driver safety meetings, as well as mandatory on-line training classes and hands on module training programs throughout the year. Everyone is held accountable to abide by the FMSCA'S rules and regulations and these rules are enforced by a very stern safety policy that was revised 11/10/14
c.	Contractor must have and maintain a favorable safety record. Provide a listing of any safety issues in the last 3 years. Bidder's Response: Arrow Stage Lines has and maintains a "Satisfactory" rating with the Department of Transportation which is tshe highest rating possible. Arrow Stage Lines has and maintains a "Satisfactory" rating with the Department of Defense which is the highest rating possible.
d.	Safety incidents must be reported immediately. Provide your policy. Bidder's Response: Arrow Stage Lines requires its employees to report any safety incidents immediately at which time will be communicated to predetermined set NDVA Staff.
e.	Contractor must have an inclement/severe weather policy. Provide your policy.

	Bidder's Response: Arrow Stage Lines has an inclement/severe weather policy.
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Handwritten notes on a yellow sticky note, including the letters "SC" and some illegible text.