

**ORIGINAL**

**Prepared for:**

Name: Dianna Gilliland/Annette Walton, Buyer(s)  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materieipurchasing@nebraska.gov](mailto:as.materieipurchasing@nebraska.gov)

**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

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 5983 Z1	December 4, 2018
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
February 12, 2019 2:00 p.m. Central Time	Dianna Gilliland/Annette Walton

Prepared by:

**Triumph Transportation Inc.  
Alissa Kern, Managing Director  
1220 Central Ave #3  
Kearney NE 68847  
(308) 293-0231**

## ADDENDUM TWO REVISED SCHEDULE OF EVENTS

Date: January 22, 2019  
 To: All Bidders  
 From: Dianna Gilliland/Annette Walton, Buyers  
 AS Materiel Purchasing  
 RE: Addendum for RFP Number 5983 Z1 to be opened February 19, 2019 at 2:00 p.m. Central

### Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
1.	Release RFP	December 4, 2018
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	January 18, 2019
3.	Last day to submit written questions	January 15, 2019
4.	Mandatory Pre-Proposal Conference Location: Central Nebraska Veterans' Home 4510 E 56 <sup>th</sup> St Conference Room J253 Kearney, NE 68847 * Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.	<del>January 22, 2019</del> 10 AM Central Time January 30, 2019 1 PM Central Time
5.	Last day to submit written questions after Pre-Proposal Conference	<del>January 29, 2019</del> February 7, 2019
6.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	<del>February 5, 2019</del> February 14, 2019
7.	Last day to submit "Notification of Intent To Bid"	<del>February 12, 2019</del> February 19, 2019
8.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	<del>February 19, 2019</del> February 26, 2019 2:00 PM Central Time
9.	Review for conformance to RFP requirements	<del>February 19, 2019</del> February 26, 2019
10.	Evaluation period	<del>February 20, 2019</del> February 26, 2019 through <del>March 6, 2019</del> March 8, 2019
11.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
12.	Post "Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	<del>March 7, 2019</del> March 8, 2019
13.	Contract finalization period	<del>March 7, 2019</del> March 8, 2019 through May 20, 2019
14.	Contract award	May 21, 2019
15.	Contractor start date	May 27, 2019

This addendum will become part of the proposal and should be acknowledged with the RFP.

**ORIGINAL**

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Address: 1526 K Street, Suite 130  
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E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

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**RETURN TO:**  
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Phone: (402) 471-6500

<b>SOLICITATION NUMBER</b> RFP 5983 Z1	<b>RELEASE DATE</b> December 4, 2018
<b>OPENING DATE AND TIME</b> February 12, 2019 2:00 p.m. Central Time	<b>PROCUREMENT CONTACT</b> Dianna Gilliland/Annette Walton

Prepared by:

**Triumph Transportation Inc.**  
**Alissa Kern, Managing Director**  
**1220 Central Ave #3**  
**Kearney NE 68847**  
**(308) 293-0231**

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of Triumph ) Application No. BR-511/  
 Transportation, Inc., Kearney, ) B-1798  
 Nebraska, seeking to amend its )  
 rates and charges subject to the ) GRANTED ON AN EMERGENCY  
 Provisions of Neb. Rev. Stat. ) BASIS  
 Chapter 75, Articles 1 and 3. )  
 ) Entered: October 12, 2016

BY THE COMMISSION:

O P I N I O N A N D F I N D I N G S

On September 27, 2016, Triumph Transportation, Inc., Kearney, filed an application for authority to amend its rates as follows:

<u>Description</u>	<u>Current</u>	<u>Proposed</u>
Statewide Wheelchair Base Rate	\$33.00	\$30.00
Statewide Mileage Rate:		
6 or more miles	\$1.50/mi.	\$2.50/mi.
Additional passengers:	\$6.05/passenger	\$10.00/per passenger
Rural Escort/Second Driver/Waiting Time	\$0.35/loaded mile	\$20.00/hour

Emergency action is requested.

Applicant is a certificated carrier that holds Certificate Number B-1798. The certificate authorizes the transportation of passengers in open class service by van, handicapped equipped passenger and cutaway vans, SUVs and sedans between points in Nebraska over irregular routes. The transportation of railroad train crews and their baggage is not authorized, Applicant is not authorized to provide point-to-point transportation of passengers in Lancaster County or to provide transportation of passengers originating in Lancaster County except for a continuation of a trip originating outside Lancaster County and shown on the same billing document as a continuation of the originating trip. The transportation of passengers and their baggage by sedan originating from or point-to-point within any territory where a taxicab company holds a certificate or permit is not authorized. The Commission reserves the right to further restrict this authority with respect to the use of sedans, on its own motion or the motion of another, in the event that a carrier which meets all applicable requirements offers taxi services in territories underserved as of November 26, 2002. The HHS Designation is yes. The Certificate was granted on November 13, 2013.

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

Application No. BR-511/B-1798

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The proposed changes reduces the wheelchair base rate, increases the mileage rate, sets a per passenger rate for each additional passenger, and changes the rural escort/second driver/wait time rate from a mileage rate to an hourly rate. The remainder of Applicant's rates remain unchanged.

Applicant states that the proposed changes are necessary due to an increase in operational expenses, such as insurance, new vehicles and routing software, over the four years since it last updated its rates. Triumph Transportation submitted documentation regarding its increased insurance costs, new vehicle purchases, and the software contract used for GPS routing of its vehicles. Based upon the documentation submitted, the Commission finds that the proposed rates are reasonable.

In applications such as these, the Commission must find that an emergency situation exists. Such a situation exists in this application as Applicant should be placed in a position to take advantage of its new rates as soon as possible.

Upon consideration of the application and being fully advised in the premises, the Commission is of the opinion and finds that the application should be granted on an emergency basis effective October 17, 2016.

O R D E R

IT IS THEREFORE ORDERED by the Nebraska Public Service Commission that Triumph Transportation, Inc., Kearney, Nebraska, be, and it is hereby, authorized to amend rates for its services on an emergency basis effective October 17, 2016, as follows:

Description	Rate
Wheelchair Base Rate:	\$30.00
6 or more miles:	\$2.50/mi.
Additional passengers:	\$10.00/per passenger
Rural Escort/Second Driver/Waiting Time	\$20.00/hour

IT IS FURTHER ORDERED by the Nebraska Public Service Commission that public notice of this action be published in The Daily Record, Omaha, Nebraska, pursuant to the provisions of Neb. Rev. Stat. § 75-121 and Commission rules.

Application No. BR-511/B-1798

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ENTERED AND MADE EFFECTIVE at Lincoln, Nebraska, this 12<sup>th</sup>  
day of October, 2016.

NEBRASKA PUBLIC SERVICE COMMISSION

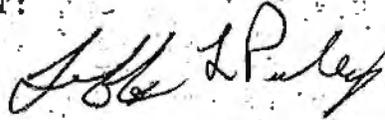
COMMISSIONERS CONCURRING

//s//Rod Johnson  
//s//Crystal Rhoades  
//s//Tim Schram  
//s//Gerald L. Vap



Chairman

ATTEST:



Executive Director

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5983 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:	Triumph Transportation Inc.
Bidder Address:	1220 Central Ave #3 Kearney NE 68847
Contact Person & Title:	Alissa Kern
E-mail Address:	<a href="mailto:alissa@camelottransportation.net">alissa@camelottransportation.net</a>
Telephone Number (Office):	888-452-3194 ext 400
Telephone Number (Cellular):	308-238-1000
Fax Number:	308-455-1063

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:	Triumph Transportation Inc.
Bidder Address:	1220 Central Ave #3 Kearney NE 68847
Contact Person & Title:	Alissa Kern
E-mail Address:	<a href="mailto:alissa@camelottransportation.net">alissa@camelottransportation.net</a>
Telephone Number (Office):	888-452-3194 ext 400
Telephone Number (Cellular):	308-238-1000
Fax Number:	308-455-1063



## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

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

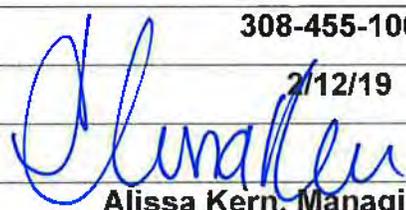
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

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

FIRM:	<b>Triumph Transportation Inc.</b>
COMPLETE ADDRESS:	<b>1220 Central Ave #3, Kearney Ne 68847</b>
TELEPHONE NUMBER:	<b>888-452-3194 ext 400</b>
FAX NUMBER:	<b>308-455-1063</b>
DATE:	<b>2/12/19</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>Alissa Kern, Managing Director</b>

# Technical Proposal

# CORPORATE OVERVIEW

## **BIDDER IDENTIFICATION AND INFORMATION**

Triumph Transportation Inc.  
Headquarters:  
1220 Central Ave, #3  
Kearney, NE 68847

A corporation within Nebraska.

Incorporated in 2011, in which the name and form of the company has not changed since inception.

## **FINANCIAL STATEMENTS**

Triumph Transportation Inc. provides transportation services to the people of Nebraska and surrounding states through our network of certified trained drivers (not sub-contracted). We pride ourselves on being a professionally operated, strictly confidential, and economical non-emergency passenger transportation provider within the State of Nebraska.

Additionally, the organization operates authorized passenger vans with certified trained drivers and escorts, while working in partnership with public and private organizations and provide services seven days a week and 24 hours a day.

Currently Triumph Transportation Inc. employs 64 certified trained drivers, 5 office/clerical employees, and 5 mechanics/managers.

Banking Reference:

Claudia Fredricks  
Vice President  
First National Bank  
810 Allen Dr.  
PO Box 5168  
Grand Island, NE 68802  
Direct: 308.382.2616  
Fax: 308.382.2182  
Email: cfredricks@fnni.com  
NMLS ID 1004746  
www.fnbplattevalley.com

## **CHANGE OF OWNERSHIP**

No change in ownership or control of the company is anticipated.

## **OFFICE LOCATION**

1220 Central Ave, #3  
Kearney, NE 68847

## **RELATIONSHIPS WITH THE STATE**

Past and Current Service Provider Agreements are as follows: (no "contract" exist)

- Department of Health and Human Services, Division of Medicaid and Long Term Care
- Department of Health and Human Services, Division of Child and Family Services
- Juvenile Probation, Division of the Nebraska Supreme Court
- Adult Probation, Division of the Nebraska Supreme Court

## **BIDDER'S EMPLOYEE RELATIONS TO STATE**

No such relationship exists.

## **CONTRACT PERFORMANCE**

No such termination exists.

## **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

### **Previous Project #1:**

Ride-to-Work program existed for 14 months between the areas of Lexington, NE and Broken Bow, NE. Employees were picked up at a specified location in Lexington, NE every morning, including weekends and holidays. The employees were then taken to the "work" location in Broken Bow, NE. When the shift was completed for the day, the employees were return to their Lexington, NE location. Triumph Transportation Inc. was the prime contractor, and was responsible for providing (one) vehicle to perform transportation services to and from the work location(s). Triumph was expected to maintain a manifest of riders, as well as signatures in order to submit back to the client for billing purposes.

For reference purposes, please contact:  
Adam's Land and Cattle Company

### **Previous Project #2:**

Ride-to-Work program existed for 24 months between the areas of Kearney, NE and Ravenna, NE. Employees were picked up at a specified location in Kearney, NE every morning, including weekends and holidays. The employees were then taken to the "work" location in Ravenna, NE. When the shift was completed for the day, the employees were return to their Ravenna, NE location. Triumph Transportation Inc. was the prime contractor, and was responsible for providing (one) vehicle to perform transportation services to and from the work location(s). Triumph was expected to maintain a manifest of riders, as well as signatures in order to submit back to the client for billing purposes.

For reference purposes, please contact:  
Schriber Foods LLC

## **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The specific professionals who will work on the contract will include:

- Reservation Executives; booking agents to submit pick-up and drop-off schedules
- Safety/Hiring Coordinator; when needing to increase the vehicle size, quantity or driver staff
- Billing Executive; employee whom will submit the invoice and can answer invoicing questions
- Office Manager; oversees all duties and responsibilities of all office functions and personnel
- Managing Director; any additional compliance or contractual questions

## **SUBCONTRACTORS**

No such intentions exist.

# Technical Approach

## **UNDERSTANDING OF THE PROJECT REQUIREMENTS**

We have previously provided shift transportation for the Interim GIVA Transportation agreement prior to RFP and Contract 5212 Z1. We understand the needs of the client.

## **PROPOSED DEVELOPMENT APPROACH**

We already provide transportation services within the state of Nebraska, approved by the Public Service Commission. The development approach would be to continue to provide services.

## **TECHNICAL CONSIDERATIONS**

N/A

## **DETAILED PROJECT WORK PLAN**

The pick-up location will be at the Central Nebraska Veterans Home parking lot located at 4510 E 56<sup>th</sup> St, in Kearney. The location in Grand Island will be at the Grand Island Hobby Lobby Parking Lot, located at 1322 N. Diers Ave, in Grand Island. It is a well lit, 24 hour parking lot on the North-west side of Grand Island, NE.

If this is typical shift working hours, the tentative schedule is as follows:

GI at 4:45am - Kearney at 5:45am Return: Kearney at 6:15am – GI at 7:15am

GI at 12:45pm – Kearney at 1:45pm Return: Kearney at 2:15pm – GI at 3:15pm

GI at 10:45pm – Kearney at 11:45pm Return: Kearney at 12am – GI at 1am

Deviation or additional trips can be added anytime, the day prior, for appropriate scheduling.

## Sections II through VI

**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:
			

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:
<i>AM</i>			

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:
<i>AM</i>			

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:
AK			

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:
AK			

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:
AK			

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:
AK			

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:
AK			

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:
AK			

**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:
			

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:
			

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:
			

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:
			

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:
AK			

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:
AK			

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:
AK			

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

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

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

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

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

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

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

**G. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		AM	Triumph is asking for reconsideration of Professional Liability, Commercial Crime, and Contractor's Pollution Liability – as this coverage is not specific to the requirements requested in the contract. *Letter of Explanation, from Insurance Provider attached.

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 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, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

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

### 3. EVIDENCE OF COVERAGE

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

Central Nebraska Veterans' Home  
 Attn: Contract Manager  
 4510 E 56<sup>th</sup> 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:
			

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:
			

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:
			

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:
<i>AK</i>			

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:
<i>AK</i>			

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:
<i>AK</i>			

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:
<i>AK</i>			

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:
			

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](mailto: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:
			

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:
			

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:
AK			

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:
AK			

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.

## **V. PROJECT DESCRIPTION AND SCOPE OF WORK**

### **A. PROJECT OVERVIEW**

The State of Nebraska, Nebraska Department of Veterans' Affairs (hereinafter "NDVA") on behalf of the Central Nebraska Veterans Home (hereafter "CNVH") is seeking a contractor to provide Transportation Services between CNVH in Kearney, Nebraska and a Designated Site in Grand Island, Nebraska for employees and visitors (hereafter "Passengers").

CNVH is a newly opened facility located in Kearney, NE that is replacing the Veterans' Home that previously operated in Grand Island, NE. CNVH has a need to encourage continued employment of the workforce still living in the Grand Island area and to minimize staff turnover in order to support staffing levels at CNVH. NDVA is soliciting for transportation services to the new CNVH facility for staff living in the Grand Island area and possible visitors to CNVH.

### **B. PROJECT ENVIRONMENT**

CNVH serves approximately 225 Veterans and Non-Veterans in a Skilled Nursing Facility and Assisted Living setting. CNVH just opened and is a State of Nebraska Facility which receives funding from Veterans Affairs (VA), the State of Nebraska, and CNVH Members.

Designated pick up and drop off sites ("Designated Sites") will need to be established in Kearney and Grand Island. The CNVH facility will be an available site in Kearney. CNVH and the awarded Contractor will need to work together to establish optimal Designated Sites as services change and available locations change.

NDVA anticipates service for approximately 0-6 individuals at each shift change occurring at 6:00am, 2:00pm, and 10:00pm, and approximately 0-12 individuals at the administrative staff shift change occurring at 8:00am and 4:30pm. There is a half hour overlap for each shift change. Actual Pick up times will be mutually agreed upon with NDVA and Contractor.

### **C. PROJECT REQUIREMENTS**

Bidder must provide a completed Attachment A, Bidder Requirements Matrix, detailing how the bidder's firm will meet each of the bidder requirements.

## 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 three (3) 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.

**Sections II through VI Reference Pages and Exhibits  
(in the following order)**

- 1. Letter from Insurance Carrier**
- 2. Certificate of Public Convenience and Necessity**
- 3. Articles of Incorporation Certificate**
- 4. Good Standing Certificate**
- 5. Triumph Transportation Inc. W9**



**Ellerbrock-Norris**  
**I N S U R A N C E**  
HASTINGS ♦ KEARNEY ♦ OMAHA

RE: Triumph Transportation, Inc

Due to minimal exposure, the following coverages are not normally seen within this line of business or classification for the services provided. Coverage can be provided if required, however we are asking that they be removed.

Professional Liability: Usually seen within professional services; i.e. financial accountants, finance

Crime: Usually seen when numerous employees or controllers have access to financials

Pollution Liability: Usually seen in organizations handling hazardous materials or operating DOT enforced equipment, not passenger vehicles.

**Jeremy Chizek** | AAI

**Ellerbrock-Norris Insurance**

4004 6th Avenue | Kearney, NE 68845 | [www.eni-aii.com](http://www.eni-aii.com)

phone 308.698.0114 | fax 308.698.0118 | [jchizek@eni-aii.com](mailto:jchizek@eni-aii.com)

Hastings, NE ♦ 402.463.2461    Omaha, NE ♦ 402.854.1320    Kearney, NE ♦ 308.698.0114

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PO Box 816 ♦ Hastings, NE 68902 ♦ [www.ellerbrock-norris.com](http://www.ellerbrock-norris.com)

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Application No. B-1798

Triumph Transportation  
2001 Avenue A, Suite A  
Kearney, Nebraska 68847

AFTER DUE INVESTIGATION, it is hereby certified that the above-named carrier has complied with all applicable provisions of Neb. Rev. Stat., Sections 75-301 to 75-322.04, (Reissue 2003), and the requirements, rules and regulations prescribed thereunder and, therefore, is entitled to receive authority from the Nebraska Public Service Commission to engage in transportation in Nebraska intrastate commerce as a motor carrier.

IT IS CERTIFIED, that pursuant to the Commission's Order the said carrier be, and it is hereby, issued this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in Nebraska intrastate commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions and limitations as are now, or may hereafter be, attached to the exercise of the privileges granted to the said carrier.

AND IT IS FURTHER CERTIFIED, that the transportation service to be performed by the said carrier in Nebraska intrastate commerce shall be as specified below:

SERVICE AND TERRITORY AUTHORIZED: COMMON: Transportation of passengers and their baggage in open class service by passenger van, handicapped-equipped passenger and cutaway vans, sport utility vehicles and sedans between points in Nebraska over irregular routes. RESTRICTION: The transportation of railroad train crews and their baggage is not authorized. The transportation of passengers and their baggage point-to-point in Lancaster County is not authorized. The transportation services of passengers and their baggage originating within Lancaster County is not authorized, except for a continuation of a trip originating outside Lancaster County and shown on the same billing document as a continuation of the originating trip. The transportation services of passengers and their baggage by sedan originating from or point-to-point within any territory where a taxicab company holds a certificate or permit is not authorized. RESERVATION: The Commission expressly reserves the right to further restrict this authority with respect to the use of sedans, on its own motion or the motion of another, in the event that a carrier, which meets all of the requirements of Article 75, Chapter 3, of the Nebraska Revised Statutes and all applicable Commission rules and regulations thereunder, offers taxi services in territories unserved as of November 26, 2002.

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

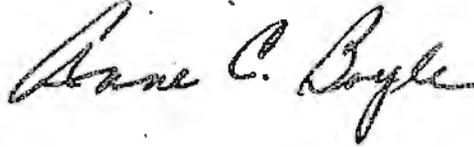
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APPLICATION NO. B-1798

PAGE 2

ISSUED at Lincoln, Nebraska, this 15th day of November, 2013,  
pursuant to Order of November 13, 2013.

S  
E  
A  
L



Anne Boyle  
Chair

STATE OF

NEBRASKA



United States of America,  
State of Nebraska } ss.

Department of State  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of Nebraska do hereby certify;

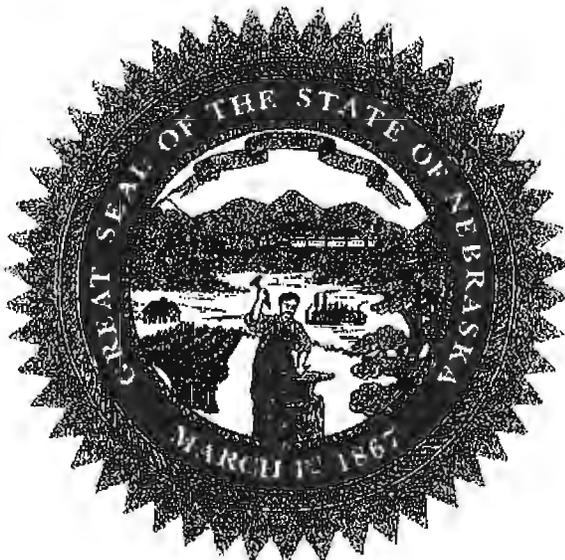
the attached is a true and correct copy of Articles of Incorporation of

**TRIUMPH TRANSPORTATION, INC.**

with its registered office located in KEARNEY, Nebraska, as filed in  
this office on March 10, 2011.

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the State of  
Nebraska on March 10, 2011.



*John A. Gale*  
SECRETARY OF STATE

This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

# STATE OF NEBRASKA

United States of America,     } ss.  
State of Nebraska                }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the  
State of Nebraska, do hereby certify that

## **TRIUMPH TRANSPORTATION, INC.**

**incorporated on March 10, 2011 and is duly incorporated under the law of  
Nebraska;**

**that no occupation taxes due from and assessable against the Corporation are  
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the  
Corporation to the Secretary of State has become delinquent;**

**that Articles of Dissolution have not been filed.**

*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

**February 25, 2019**



A handwritten signature in black ink, appearing to read "Robert B. Evnen".

Secretary of State



**5983 Z1 ATTACHMENT A  
Bidder Requirements Matrix**

**Bidder Name:** \_\_\_\_\_ Triumph Transportation Inc. \_\_\_\_\_

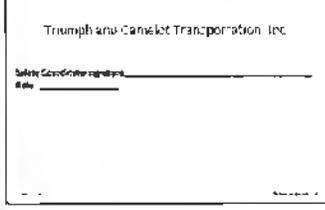
**Bidder should provide a narrative response for each of the following requirements, detailing how the bidder's firm will meet each of the requirements.**

**Description and Bidder Response**

<b>1</b>	<b>Transportation Services between Grand Island NE and Kearney NE at established designated sites; Overall Approach</b>
a	<p>Provide Transportation Services between Kearney, NE and Grand Island, NE at established Designated Sites. Describe your process.</p> <p>Bidder's Response:</p> <p>The pick-up location will be at the Central Nebraska Veterans Home parking lot located at 4510 E 56<sup>th</sup> St, in Kearney. The location in Grand Island will be at the Grand Island Hobby Lobby Parking Lot, located at 1322 N. Diers Ave, in Grand Island. It is a well lit, 24 hour parking lot on the North-west side of Grand Island, NE.</p>
b	<p>Work with NDVA to determine and establish optimal trip schedule to meet the needs of NDVA Passengers. Describe your schedule process.</p> <p>Bidder's Response:</p> <p>If this is typical shift working hours, the tentative schedule is as follows:            GI at 4:45am - Kearney at 5:45am Return: Kearney at 6:15am – GI at 7:15am            GI at 12:45pm – Kearney at 1:45pm Return: Kearney at 2:15pm – GI at 3:15pm            GI at 10:45pm – Kearney at 11:45pm Return: Kearney at 12am – GI at 1am</p> <p>Deviation or additional trips can be added anytime, the day prior, for appropriate scheduling.</p>
c	<p>Determine and establish optimal Designated Site locations, at minimum one in Kearney, NE and one in Grand Island. Provide suggested site locations.</p> <p>Bidder's Response:</p> <p>Please refer to item 1a</p>
d	<p>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.</p> <p>Bidder's Response:</p> <p>Triumph Transportation will have the van(s) at the designated locations 15 minutes prior to departure time.</p>
e	<p>Must maintain an accurate manifest of Passengers. Describe process for logging information.</p> <p>Bidder's Response:</p> <p>Client signatures for each rider will be electronically captured. Each rider must have authorization to ride before Triumph can capture the signature.</p>
f	<p>Contractor must maintain availability of drivers and vehicles for transportation services. Describe driver roster process.</p> <p>Bidder's Response:</p> <p>An ongoing subscription in our system will be created so that transportation from one of our six local vans, and established drivers, is always available to perform the transportation at the designated time and location.</p> <p>Two Full Time Drivers will be hired to perform this service, and 4 Part Time Drivers will be hired to perform this service.</p>
g	<p>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.</p>

	<p><b>Bidder's Response:</b></p> <p>With proper notification (48hrs) any of the above mentioned drivers can be available for this contract. If the service is needing more than two, 6 passenger vans, it is requested that a 72 hour notice is given.</p>																																																					
h	<p>Contractor must maintain regular communication with NDVA on a daily basis, Monday through Friday. Describe communication process with clients.</p> <p><b>Bidder's Response:</b></p> <p>Any communication needed from Triumph Transportation Inc. can be made by calling 888-452-3194. Upon award of the contract, similar communication between NDVA or CNVH and Triumph shall be maintained as necessary. Our office staff is present Monday – Thursday 8am – 5pm, Friday 8am – 12pm and a staffed, on-call representative is always available after normal office hours.</p>																																																					
<b>2</b>	<b>Vehicles</b>																																																					
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><b>Bidder's Response:</b></p> <p>Triumph Transportation holds its operating authority with the Public Service Commission and we strive to exceed the operating standards of the PSC, by following the regulations posted.</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><b>Bidder's Response:</b></p> <p>All of our vehicles are equipped with standard operating features and are kept in compliance to the vehicle operating regulations outlined by the Public Service Commission. Triumph has the ability to activate up to 10, vehicles, including multiple 6 passenger vans or 4 passenger sedans. The specific vehicles for this contract are listed on Attachment B.</p> <table border="1"> <thead> <tr> <th>Vehicles Bid</th> <th>Model</th> <th>Year</th> <th>Quantity Available</th> <th>Handicapped Accessible</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Up To 6 Passenger Vehicle</td> <td>Chrysler</td> <td>2002 – 2010</td> <td>6</td> <td>No</td> </tr> <tr> <td>Dodge</td> <td>2002 – 2009</td> <td>6</td> <td>No</td> </tr> <tr> <td>Ford</td> <td>2014</td> <td>3</td> <td>Yes</td> </tr> <tr> <td>Ford</td> <td>2005</td> <td>2</td> <td>No</td> </tr> <tr> <td rowspan="2">Up To 15 Passenger Vehicle</td> <td>Chevrolet</td> <td>2005</td> <td>2</td> <td>No</td> </tr> <tr> <td>N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td rowspan="2">Up To 25 Passenger Vehicle</td> <td>Would activate more than one van to perform.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td rowspan="2">26+ Passenger Vehicle</td> <td>Would activate more than one van to perform.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>N/A</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Vehicles Bid	Model	Year	Quantity Available	Handicapped Accessible	Up To 6 Passenger Vehicle	Chrysler	2002 – 2010	6	No	Dodge	2002 – 2009	6	No	Ford	2014	3	Yes	Ford	2005	2	No	Up To 15 Passenger Vehicle	Chevrolet	2005	2	No	N/A				Up To 25 Passenger Vehicle	Would activate more than one van to perform.				N/A				26+ Passenger Vehicle	Would activate more than one van to perform.				N/A			
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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:</p> <p>Triumph Transportation requires all drivers to do a pre-trip inspection prior to performing their trips. Every Friday drivers complete a thorough written inspection form. These forms are kept on file at the office for safety documentation as well as electronically. A complete maintenance log is kept on file for each fleet vehicle.</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:</p> <p>All Triumph vehicles are equipped with a hard wired GPS device that logs and tracks the vehicle at all times. Additionally, for a failsafe, the tablet or dispatching software that is in the vehicle is also capturing the GPS locations.</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> <p>Bidder's Response:</p> <p>Triumph Transportation is an ambulatory and non-ambulatory transportation provider. Triumph Transportation is requesting a 2 day notice for this service type. We have one dedicated wheel chair van capable of providing wheelchair transportation, Ford 2014.</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> <p>Bidder's Response:</p> <p>Triumph is able to provide vehicles that can accommodate the changing passenger volume and must be given 24 hour notice if additional seating is needed over the regular seating capacity of 6 passengers, so any trips containing 7- 11 people. It is requested that a 72 hour timeframe is allowed for anything over 12.</p>
g.	<p>Vehicles must be kept clean and neat, inside and out. Provide your policy.</p> <p>Bidder's Response:</p> <p>Our company/drivers strive to keep our vehicles clean inside and out and are instructed to carry only the required company provided items so that a clutter free atmosphere can be maintained.</p>
h.	<p>Contractor must have a lost and found policy. Provide policy.</p> <p>Bidder's Response:</p> <p>Drivers are to inspect their vehicle after the clients have exited the vehicle and prior to departure to insure that client property is not left in the van. If items are found in the van, the driver will attempt to locate the owner. If contact cannot be made with the owner of the property, it will be taken to the Kearney office.</p>
i.	<p>Vehicles must be Non-Smoking. Provide your policy.</p> <p>Bidder's Response:</p> <p>It is posted in all Triumph vehicles that smoking is prohibited within the vehicle.</p>
<b>3</b>	<b>Drivers</b>
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: <a href="https://dot.nebraska.gov/">https://dot.nebraska.gov/</a></p>
	<p>Bidder's Response:</p> <p>i. All drivers have valid Nebraska operator's licenses and must maintain 3 or less points against their driving record.</p> <p>ii. All drivers are trained and tested and must pass a defensive driving exam put forth by our insurance provider.</p> <p>iii. We are regulated by the PSC (not the DOT) and strive to meet all of the PSC regulations and requirements.</p>

b.	<p>Contractor must conduct the following screenings and provide results to NDVA prior to starting. Provide policy regarding:</p> <ul style="list-style-type: none"> <li>i. Background check</li> <li>ii. Sex Offender</li> <li>iii. Child Welfare, Juvenile and Adult Protective Services</li> <li>iv. Drug Screen</li> </ul> <p>Bidder's Response:</p> <p>Items i-iv are completed on each driver that is employed at Triumph Transportation Inc. and every year thereon.</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:</p> <p>All drivers are issued photo identification badges that include the driver's first and last name. The name badge may be worn either with a lanyard or a lapel clip.</p> <div style="display: flex; justify-content: space-around;">   </div>
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:</p> <p>Triumph's policies forbid our drivers or clients to use tobacco or vapor products while in our vehicles. Our drivers will be made aware that the VA campus is a smoke-free environment.</p>
<b>4 NDVA Regulations</b>	
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:</p> <p>Upon obtaining the specific regulatory rules that are to be followed, Triumph Transportation will employ specific drivers for this contract and train them specially for this contract and the regulations there in. Each driver will be annually trained and reviewed for understanding and acknowledgment.</p>
b.	<p>NDVA regulations are located at the DHHS regulations webpage:  <a href="http://www.sos.nv.gov/rules-and-regs/regsearch/Rules/Health%20and%20Human%20Services%20System/Title-400/Chapter-1.pdf">http://www.sos.nv.gov/rules-and-regs/regsearch/Rules/Health and Human Services System/Title-400/Chapter-1.pdf</a>  Describe regulation review and tracking plan.</p> <p>Bidder's Response:</p> <p>Please see response to 4a. We will review the regulations found at the above listed sight and make sure that our drivers and staff are refreshed on the requirements.</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> <p>Bidder's Response:</p> <p>If a staff member does not adhere to the guidelines, they will not be able to transport clients for Triumph Transportation Inc. Violation of the NDVA and Triumph's rules and regulations may result in suspension and/or termination.</p>

<b>5</b>	<b>Changes and Delays including Weather and Staffing</b>
a.	<p>Contractor shall make every effort to maintain timely schedule. Provide your inclement weather policy and circumstances that would stop the transportation schedule from starting or being completed.</p> <p>Bidder's Response:</p> <p>Triumph's drivers will be at the pick-up and drop-off locations 15 minutes prior to the requested departure time. If at any time the state highway is closed due to weather related occurrences, the trip for that time may be delayed until opening. Full Time staff will always be available to perform services.</p>
b.	<p>Contractor must immediately report to NDVA, any delays or problems in route. Describe communication policy to update NDVA on any problems mid-route.</p> <p>Bidder's Response:</p> <p>Triumph will keep in contact with the charge nurse or point of contact, to report any route changes or delays. Our drivers are able to report any delays immediately to our dispatchers in which the information can be relayed. Each driver has a cellular phone available for calls and texting if needed.</p>
c.	<p>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.</p> <p>Bidder's Response:</p> <p>Triumph Transportation understands that some changes and delays may be unavoidable and that some circumstances are out of the control of NDVA and our company. We will work with NDVA to find the fastest solution to these situations as they occur. We have seven drivers available to assist at short notice if an emergency arises.</p>
d.	<p>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.</p> <p>Bidder's Response:</p> <p>We understand that staffing changes and delays can occur from time to time. We are a scheduled transportation company and will work with NDVA to come up with a solution when emergencies transpire, but ideally, we ask for a minimum of 24-hour notice when route/staffing changes need to be made.</p>
<b>6</b>	<b>Safety and Security</b>
a.	<p>Contractor is responsible for the safety and security of the passengers. Provide safety and security policy and programs.</p> <p>Bidder's Response:</p> <p>*Fleet Safety Manual Attached at end of Attachment A. We at Triumph keep our vehicles in top working order and strive to exceed the PSC's vehicle operating standards. We also provide GPS tracking on our vehicles and each driver must pass the state background check regulations put forth by NDVA. Daily inspections, Annual operating inspections and our in-house repair facility keep our vehicles in working order.</p>
b.	<p>Contractor must have a safety program including policies and practices. Provide a listing.</p> <p>Bidder's Response:</p> <p>Each year Triumph Transportation Inc.'s drivers are recertified to work during our annual training. We provide continued safety training each quarter. We perform random drug testing and also monitor the driving habits of our drivers through our GPS system.</p>
c.	<p>Contractor must have and maintain a favorable safety record. Provide a listing of any safety issues in the last 3 years.</p> <p>Bidder's Response:</p> <p>All of our drivers undergo a full background check each year by the state of Nebraska. DMV checks are performed annually (at a minimum). In 2018 Triumph Transportation received the Silver Award of Safety from</p>

	The Great Plains Safety and Health Organization, which evaluated the safety records and performance of the drivers.
d.	Safety incidents must be reported immediately. Provide your policy. Bidder's Response: Our drivers are required to report all incidents regarding safety as soon as possible by phoning the office. Written documentation of the incident must be turned in to the office by 8:00am the following day.
e.	Contractor must have an inclement/severe weather policy. Provide your policy. Bidder's Response: In the event of inclement/severe weather such as a thunderstorm, hail or tornado, our drivers are instructed to find a safe location as soon as possible. If our company has advance notice (in the event of a snow storm) we may cancel transportation in advance, depending on the severity of the storm. We will do our best to complete the trip if it is safe to do so.

# Fleet Safety

## Purpose

Triumph Transportation, Inc. recognizes that our employees are our most valuable asset and the most important contributors to our continued growth and success. Our Company is firmly committed to the safety of our employees. Triumph Transportation, Inc. will do everything possible to prevent workplace accidents and is committed to providing a safe working environment for all employees.

Motor vehicle accidents are the leading cause of work-related fatalities. The environment in which these accidents occur involves numerous complex factors, many of which are uncontrollable. The purpose of the Fleet Safety program is to eliminate unnecessary injuries and fatal circumstances by reducing those factors that we can control. We value our employees not only as employees but also as human beings crucial to the success of their families, the local community and Triumph Transportation, Inc.

To further this goal, our Company has developed a Fleet Safety Policy effective 6-13-2018. This policy applies to all candidates for employment as well as all current employees.

## Recruitment

Triumph Transportation, Inc. focuses its initial efforts on driver selection through a variety of resources, beginning with the job application. The application will require a prospective employee to do the following:

- Drivers must be 21 years of age or older
- Valid Nebraska driver's license
- Must pass a drug test
- Must pass all background checks
- High school diploma or GED
- Over 5 years driving a private or commercial vehicle
- Must reside within the state of Nebraska

Driver selection will be made upon completion of a formal interview, background check, reference verification, review of the individual's motor vehicle record (MVR) and a negative drug screen. Authorizations will be obtained to contact prior employers and personal references.

MVRs will be requested upon completion of a satisfactory interview and periodically thereafter at a minimum of at least once per year. Management reserves the right to use its discretion in determining an unsatisfactory MVR. An excessive number of violations in the past three years will be grounds for an unsatisfactory MVR prohibiting hiring of a prospective employee or possible termination and/or disciplinary actions of an active employee.

## Drug/Alcohol Testing

Initial and periodic random drug and alcohol testing is mandatory. Any positive results will be grounds for termination. Driving under the influence of alcohol or any other illegal substances will be grounds for termination.

## Job Requirements

All positions requiring regular driving require a written job description to include main duties, functions and the necessary physical requirements required to perform all associated tasks:

- **Language-** Ability to read work-related documents and write trip information and to be able to communicate in an understandable and professional manner with managers, clients, and public.
- **Reasoning-** Ability to solve practical problems and deal with difficult situations. Ability to interpret a variety of instructions furnished in writing or verbal form.
- **Equipment-** Ability to operate a cell phone, tablet, calculator, and Navigational devices.
- **Mathematical-** Ability to add, subtract, multiply, and divide in all units of measure using whole number.
- **Physical Demands-** While performing the duties of this job, the employee is regularly required to sit for long periods; use hands to handle, or feel; reach with hands and arms, talk, and hear. At times an employee may be required to stand, walk, stoop, kneel, or crouch. The employee must occasionally lift or move up to 30 pounds. Specific vision abilities that are required by this job include close, distance, color, and peripheral vision. Drivers must have good depth perception and ability to adjust focus.
- **Professionalism and Punctuality** - Reacts well under pressure; treats others with respect and consideration regardless of their status or position; accepts responsibility for own actions; follows through on commitments. Arrives at appointments and meetings on time; uses time efficiently.
- **Other Skills-** Ability to operate at the pace of the business in order to meet deadlines by planning and prioritizing work duties.
- **Age-** Drivers 65 years of age or older are required to have a physical every 2 years. We provide a form to be filled out by your provider at your cost.
- **Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.**

## Training and Back-grounding

New-hire and periodic training is required. All employees are expected and required to actively participate identifying training needs as well as program development.

Triumph Transportation, Inc. will monitor driver habits to identify potentially unsafe driving habits that require additional training and/or disciplinary actions. We will use ride-along training combined with statistical data focusing on accident types and frequency to identify areas of improvement. One or more accidents or moving violations in a one calendar year period will require review with a supervisor to determine what, if any, disciplinary action is needed and to identify possible training opportunities. Employment may be jeopardized if accident frequency is above the required norm with no concentrated efforts being made for improvement.

Each year our company conducts a training day for all drivers. This is a time for annual van inspections, awards, review, and some new items too.

Drivers must complete the authorization forms allowing our company to complete a background check and a drug test. These are conducted upon hire and every two years thereafter. Background checks include:

- National Criminal History Record Check through the use of fingerprints
- Nebraska Sex Offender Registry
- Nebraska Child Abuse and Neglect Registry
- Nebraska Adult Abuse and Neglect Registry
- Nebraska Department of Motor Vehicles Check
- Verification of driver's license

## Fleet Safety

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If an employee of Triumph Transportation experiences a change in their permanent legal record, it must be reported within 3 days. This includes but is not limited to: civil infraction, DUI, restraining orders, driving violations, accidents, criminal charges, changes to marital status, bankruptcy, etc.

A letter explaining the circumstances for the legal change must be provided to be kept in the employee's permanent file.

## Basic Vehicle Operation and Care Guidelines

Employees are expected to treat company vehicles with an appropriate level of respect and care, demonstrating an attitude of loyalty and pride to the company. The following are basic vehicle operation principles to which employees are required to adhere:

- Always use seat belts.
- Drive defensively. Always anticipate what other drivers on the road might do wrong and plan your mode of escape. Never move through traffic aggressively.
- At no time will anyone be allowed to transport a client in a vehicle not approved by CTI.
- All approved vehicles are owned by Triumph Transportation, Inc. and must be cleaned and properly maintained.
- Vehicles are for work purposes only, **not for personal use**. Please get fuel, maintenance, and cleanings done during work time. If vehicle care is not able to be performed during work time, please contact your direct supervisor for authorization to drive the vehicle. The vans should **never** be in use unless you are in route, performing, or returning from a transport.
- License Plates:
  - Every vehicle owned by Triumph Transportation, Inc. must have two county license plates and one PSC license plate.
  - All license plates must be clean, properly attached and properly displayed.
- Vehicle Decals:
  - Triumph Transportation, Inc. vehicle signs are issued with every vehicle and are required to be displayed at all times
  - If a sign is damaged you must notify the fleet manager so the sign can be replaced or repaired.
- No Smoking and Seat Belts Sign:
  - This sign should be placed on the lower left corner of the inside passenger sliding door. If the sticker is damaged or curling please ask for a new sticker.
  - The use of tobacco products or electronic smokeless devices is not permitted at any time in any vehicle owned by Triumph Transportation, Inc by either the driver or the client.
  - All vehicles are to be free from the odor of smoke or tobacco at all times.
  - The "No smoking or use of tobacco" sign must be displayed while transporting clients.



## Fleet Safety

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### **Vehicle Cleanliness:**

- Vehicles are a direct reflection of our company and need to be kept clean from dirt and debris at all times.
- Drivers are responsible for general cleaning such as vacuuming the carpet and upholstery, wiping down the interior surfaces and cleaning all interior windows as needed.
- For exterior cleaning please limit car washes to no more than two per month, unless absolutely necessary. It is permissible to wash the car at home if weather is permitting. The maximum reimbursement amount is \$7.00 per wash.
- If the vehicle becomes soiled due to biohazards, bodily fluids, or any other type of contamination that cannot be cleaned up with general cleaning, please notify the main office **immediately** so that arrangements can be made to restore the vehicle.

### **Vehicle Damage:**

- Any damage to or inflicted upon CTI vehicles or any damage caused to personal property by a Triumph Transportation, Inc. vehicle must be reported.
- **Any damage to a CTI vehicle that occurs due to driver negligence and/or careless driving will be chargeable to the driver in the form of a payroll deduction.**
- Normal wear and tear does not need to be reported such as: door dings, and small scrapes, however, rock chips and pits can be repaired for much less than a new windshield.
- Please report damage to the vans on the weekly inspection sheet along with a brief explanation of how the damaged occurred.
- Drivers may be held accountable for unreported damages.

## Traffic Violations

Triumph Transportation, Inc. is not responsible for any traffic violations or parking tickets acquired by violation of city ordinance, state or federal laws regarding your driving habits and operation of your motor vehicle. Any ticket issued is the employee's responsibility, even if the ticket is issued while conducting business for Triumph Transportation, Inc.

## Refueling and Fuel Card Guidelines

Vehicles should be refueled when the meter reads ¼ full. For your safety when operating a vehicle, follow these guidelines:

- Turn off the vehicle's engine while refueling.
- Never smoke, light matches or use lighters while refueling.
- Do not get into the vehicle during refueling, as this presents a flash fire hazard.
- Do not overfill or top off the vehicle's fuel tank. The fuel dispenser shuts off automatically when the tank is full.
- Never force the hold-open latch on the gasoline pump with any means other than the latch provided.
- Fuel Card Policy:
  - o All of the company fuel cards are the same; however, each driver is issued their own personal PIN number. The company issued fuel cards are only to be used for CTI owned vehicles.
  - o First swipe the card at the pump. You will then be prompted to key in the vehicle mileage and driver PIN number to activate the pump. The driver PIN number will be assigned to the driver by management.

## Fleet Safety

- **YOU MUST ENTER YOUR ODOMETER READING ACCURATELY**
- Unauthorized fuel purchases will be your responsibility.

## Distracted Driving

Triumph Transportation Inc is committed to employee safety, and for this reason firmly prohibits all behavior that distracts employees while they are operating a company vehicle. General guidelines for behavior while driving are as follows:

## Cell Phone Safety Program

Of increasing concern to Triumph Transportation Inc., are the dangers of distracted driving. Recent deadly crashes involving drivers distracted by talking and texting while driving highlight a growing danger on our roads. Numerous studies have demonstrated how the use of hand-held cell phones while driving pose a significant safety risk to motorists, their passengers and others on the road.

Cell phone users drive "blind," hands-free phones are just as bad as hand-held. Motorists are more accident-prone and slower to react when they talk on cellular telephones-even hands-free models-because "inattention blindness" makes the drivers less able to process visual information.

Therefore, Triumph Transportation Inc. will no longer tolerate texting or talking on a company or personal hand-held phone while operating a company vehicle. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, reading or responding to e-mails and text messages.

**Triumph Transportation Inc.'s policy is not to use a cell phone or text message while driving,** pull off the road and make your calls short. Don't put yourself and others at risk. Your phone or text message conversation pales in importance to making sure you don't run into something or someone.

It's nearly impossible to dial your phone or text without looking at it. And it's nearly impossible to drive without looking at the road and traffic. It's completely impossible to look at both your phone and the road at the same time. Wait until you're stopped to dial, answer or text so that you can be sure to keep your eyes on the road while you're moving. Keep your calls for company business only.

Do not answer the phone if it rings while driving or in hazardous conditions like snow, heavy rain or even road construction. Let your call answer feature take the call. Once conditions improve, you can pull over, listen to the message and return the call or text at a safe and convenient moment when not driving.

***You'll survive a missed phone call; you might not survive a collision!***

## Headset/Hands-free Use

The use of headsets or hands-free devices while driving is permissible under the following conditions:

- Use of the device does not cause distraction (e.g., fiddling with the device or taking eyes off road to get it to function properly).
- Any dialing or use of the handset is handled while stopped or pulled to the side of the road.
- Conversations do not interfere with the driver's ability to drive safely.
- Road conditions are generally good and do not threaten your safety.

## Emergency Calls

The only exception to the cell phone use guideline is calls placed to 911. If placing or accepting an emergency call, it should be kept short with a hands-free option if available. The vehicle should be pulled over if possible.

## GPS Systems

Triumph Transportation, Inc understands that drivers require assistance with directions. GPS systems are extremely helpful devices, but they can also be distracting if used improperly. Employees must adhere to the following:

- Mounted GPS systems may not block or obstruct the driver's view in any way.
- GPS systems must be voice narrated and must not require that the driver look away from the road to follow instructions.
- Employees may not program the system while in motion.
- Programming or otherwise engaging with the GPS screen may only occur while stopped or while pulled off the road.

## MP3 and Other Audio Devices

In some cases, worrying about music selection or touching dials and buttons on the radio, MP3 player or other audio device may be just as dangerous as cell phone use. It takes eyes and concentration off the road, which is not permissible under policy. allows employee use of personal, portable audio devices, because we do not want to eliminate employees' ability to enjoy music while behind the wheel. However, employees must follow these guidelines:

- Employees may not take eyes off the road to adjust music settings.
- Programming music settings while stopped, pulled off the road or before departing is permissible behavior.
- Employees may not under any circumstances use MP3 players or other handheld electronic audio devices with headphones. Not only is it illegal in most states, it also impedes the driver's ability to properly hear warning signs, signals or sirens.

## Preventive Maintenance

To maintain the safety and integrity of the vehicle, will provide the necessary resources to ensure all vehicles are operating properly. All routine motor vehicle maintenance will be done according to the manufacturer's specifications. Critical components that must always be controlled, maintained and promptly repaired are: brakes, tires, suspension, steering, lights, mirrors, windows and windshield wipers.

## Maintenance and Repairs Policy

- Drivers are responsible for maintaining proper fluid levels and tire air pressure, they must also make sure all exterior lighting, horn, and wipers are functioning properly at all times.
- **Drivers are not allowed to carry additional automotive fluids in the van**, all fluid levels are to be checked and topped off prior to the first transport of the day. We do not carry a MSDS sheet in our vans, therefore drivers that are found carrying extra fluids for their van will be in violation of OSHA and Triumph Transportation, Inc.
- If the van is in poor repair and requires fluids to be added more frequently than once a day, please

## Fleet Safety

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contact your fleet manager for repairs.

- Oil changes will need to be done at 5000 miles using synthetic blend. No upgrades.
- Tires must be rotated every 10,000 miles, to be synchronized with oil changes. Please take tread readings from the inside, middle and outside tread to make sure that the tires are wearing evenly. **\*If your van has aluminum wheels please make sure to have a mechanic torque down the lug nuts after 100 miles from rotation.\***
- Repairs that are not urgent must be reported on the weekly inspection form.

## Vehicle Inspections

- Every authorized vehicle must be inspected for mechanical problems, safety concerns, cleanliness, and comfort to ensure compliance with the rules and regulations of Triumph Transportation, Inc.
  - Inspections will be conducted as follows:
    - By the driver prior to every transport (pre-trip inspection)
    - By the driver every Friday and recorded on a **weekly** inspection form.
    - By CTI fleet management at random times
    - By an ASE certified mechanic during routine maintenance
    - By a PSC investigator on an annual basis
- Vehicles that are unsafe, in need of major repairs, or failing to meet CTI standards will be taken out of service until repairs can be made.

## Accident Policy

- Whenever an accident occurs, the driver must determine if there is a medical emergency, if so please call 911.
- Drivers will need to call dispatch to inform them of the situation.
- When calling the office phone number after hours and direct contact cannot be made, the driver needs to leave a brief voicemail explaining the situation.
- Use your tablet to take pictures of the accident **prior to moving the vehicles**. Also, take photos of the surroundings and intersections/adjoining roads.
- Triumph Transportation Inc. carries **liability** coverage on our vehicles. If we cannot determine who is at fault, Triumph has to pay for all damages to their vehicle. The insurance company does not represent us in determining fault, we represent ourselves.
- Regardless of where the accident takes place, the driver will need to call 911 to have a police investigation of the accident.
- The driver will need to complete an auto accident report form found in the document folder. Be sure that all information that is requested on the form is collected at the scene of the accident. Accident forms need to be emailed to fax@Triumphtransportation.net within 24 hours.

## Vehicle Breakdowns

In the event that the vehicle incurs a breakdown the following steps need to be followed:

- **KNOW YOUR LOCATION!**
- Make sure the vehicle is in a safe location and not in a position where it will impede other motorists or endanger anyone or yourself, then call dispatch. If a client is on board, dispatch will try to get another driver to come and get them.

## Fleet Safety

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- After dispatch is called, call Andrew
- If the vehicle is disabled where it will cause an obstruction or impede traffic and work with local authorities on the scene to resolve the situation as quickly as possible.
- If the vehicle is not totally disabled you may be asked to take the vehicle to a suitable repair facility. All repairs must be authorized.

## Towing and Roadside Assistance

- If a vehicle becomes disabled and requires towing, or if a driver needs assistance with tire changing or the doors need unlock, please contact the fleet manager or dispatch for instructions.

## Insurance Requirements

- **Medical Examination:**
  - o Drivers 65 years of age or over are required to have an examination every two years
  - o All physicals are at the employee's expense
  - o We provide the form to be completed by your physician.
- **Driving Record Standards:** The following information will outline the violations and maximum standards for drivers with Triumph Transportation, Inc. These guidelines are set forth by our insurance carrier:
  - Violations or Tickets:** No more than;
    - 2 in the last 3 years
    - 1 in the last 12 months
    - Incidents involving drugs or alcohol, reckless driving, license suspension, negligent driving, etc., will make the driver uninsurable
    - All violations or citations must be reported within 3 days
  - Accidents:**
    - No more than 1 in the last 3 years
    - A preventable accident is still a violation. Any accident that results in the property damage and/or personal injury, regardless of who was injured, what property was damaged, and to what extent or where it occurred.

RFP 5983 Z1  
Addendum(s)

## ADDENDUM THREE QUESTIONS and ANSWERS

Date: February 14, 2019

To: All Bidders

From: Dianna Gilliland / Annette Walton, Buyers  
AS Materiel State Purchasing

RE: Addendum for Request for Proposal Number 5983 Z1 to be opened February 26, 2019 at 2:00 p.m. Central Time

### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal (RFP). The questions and answers are to be considered as part of the RFP. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			Is your we site down? I am trying to access solicitation number 5983 Z1	Our website is currently available. Different web browsers can make it more difficult to access. Using Chrome to view our website has seen the best results in being able to view/print our documents.  If you are using Chrome, please clear your cookies and refresh the browser.
2.	Cost Proposal	Page 1 of 2	15 passenger vans are not allowed. Would Sprinters and Transit vans be allowed?	Sprinter or Transit vehicles would be acceptable alternatives to 15 passenger vans.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

**ADDENDUM ONE  
PRE-PROPOSAL ATTENDANCE CLARIFICATION**

Date: December 27, 2018  
To: All Bidders  
From: Dianna Gilliland / Annette Walton, Buyers  
AS Materiel State Purchasing  
RE: Addendum for Request for Proposal Number 5983 Z1  
To be opened February 19, 2019 at 2:00 p.m. Central Time

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**Pre-Proposal Attendance Clarification**

The Mandatory Pre-Proposal Conference isn't available as a call-in meeting and must be attended in-person.

Conference Date: January 22, 2019  
Conference Time: 10 AM Central Time  
Conference Address: Central Nebraska Veterans' Home  
4510 E 56<sup>th</sup> St  
Conference Room J253  
Kearney, NE 68847

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

Registration Advisement:  
 Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Registration Advisement:  
 Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

## State of Nebraska Mandatory Pre-Bid/Proposal Meeting Registration Sheet

**Date:** January 30, 2019, 1 PM Central Time  
 Central Nebraska Veterans' Home  
 4510 E 56<sup>th</sup> St, Conference Room J253, Kearney, NE 68847

**Project:** 5983 Z1; Transportation Services between Kearney, Nebraska and Grand Island, Nebraska

Please Print Legibly

	Name	Company/Firm Representing*	Complete Address (Street, City, State, Zip)*	Phone* Fax	E-mail Address
1	Liz Swanson	Camelot or Triumph	1220 Central Ave Kearney NE 68847	308-627-4724	liz@camelottransportation.net
2	Darlene Karthals	Arrow Stage Lines	720 E. Norfolk Ave Norfolk, NE 68701	402-371-3850 402-371-3267	darlene@arrowstage.com
3	Rebecca Oberle	Navigator Motor Coaches	13345 Centennial Rd Omaha, NE 68138	402-371-1202 402-371-1018	Rebecca@navigatorbus.com
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\*Required information for purposes of Registration

RFP 5983 Z1  
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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

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 5983 Z1	December 4, 2018
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
February 12, 2019 2:00 p.m. Central Time	Dianna Gilliland/Annette Walton

**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 5983 Z1 for the purpose of selecting a qualified Bidder to provide Transportation Services between Kearney, Nebraska and Grand Island, Nebraska. A more detailed description 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 one (1) year commencing upon execution of the contract by the State and the Bidder (Parties). The Contract includes the option to renew for four (4) additional one (1) 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>.

A mandatory Pre-Proposal Conference will be held on January 22, 2019, 10 AM at Central Nebraska Veterans' Home (CNVH), 4510 E 56<sup>th</sup> Street, Kearney, NE 68847.

**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.

**ADA:** The Americans with Disabilities Act of 1990.

**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.

**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.

**CNVH:** Central Nebraska Veterans' Home.

**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.

**CSA:** Compliance, Safety, Accountability enforcement program; part of the Federal Motor Carrier Safety Administration.

**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.

**DOT:** The Federal department of Transportation.

**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.

**NDOT:** Nebraska Department of Transportation.

**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.

**OSHA:** The Federal agency, Occupational Safety and Health Administration.

**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.

**Passengers:** People riding Contractor vehicles to get to NDVA facility or return to Designated Site.

**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 Transportation Services between Kearney, Nebraska and Grand Island, Nebraska 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: Dianna Gilliland/Annette Walton, Buyer(s)  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto: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	December 4, 2018
2. Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	January 18, 2019
3. Last day to submit written questions	January 15, 2019
4. Mandatory Pre-Proposal Conference Location: Central Nebraska Veterans' Home 4510 E 56 <sup>th</sup> St Conference Room J253 Kearney, NE 68847  * Registration Advisement: <b>Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.</b>	January 22, 2019 10 AM Central Time
5. Last day to submit written questions after Pre-Proposal Conference	January 29, 2019
6. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	February 5, 2019
7. Last day to submit "Notification of Intent To Bid"	February 12, 2019
8. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 19, 2019 2:00 PM Central Time
9. Review for conformance to RFP requirements	February 19, 2019
10. Evaluation period	February 20, 2019 through March 6, 2019
11. "Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
12. Post "Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	March 7, 2019
13. Contract finalization period	March 7, 2019 through May 20, 2019
14. Contract award	May 21, 2019
15. Contractor start date	May 27, 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 5983 Z1; Transportation 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](mailto: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. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is mandatory. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the RFP requirements. Questions that have a material impact on the RFP or process, and questions that are relevant to all bidders, will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the RFP or process, and are only of interest to an individual bidder during the conference. If a bidder feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

**F. NOTICE OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE**

Bidders should notify the POC of their intent to attend by submitting a "Notification of Intent to Attend the Pre-Proposal Conference Form" (see Form B) by hand-delivery, U.S. Mail, or email at [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov).

**G. NOTIFICATION OF INTENT TO BID**

Bidders who intend to bid should complete a "Notification of Intent to Bid Form" (see Form C) and deliver the form by hand or U.S. mail to the POC for the RFP per the Schedule of Events. A list of vendors who submitted a Notification of Intent to Bid will be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html>.

**H. 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 the contract terminates or expires.

Any request for a price change may only take place with the following criteria and must be built into the base pricing. No additional surcharges shall be allowed.

1. Ten percent (10%) change within twelve (12) months to the Federal Standard Mileage Rates for Business; and
2. The request for a price change must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the proposed implementation. 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.

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

All bidders 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 will 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.

**J. 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.

**K. 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.

**L. 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 should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" 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 and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

**M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

**S. 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.

**T. 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.

#### **U. 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.

#### **V. 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.

**W. 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.

**X. 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.html>

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:

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:

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:

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:

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:

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:

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:

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:

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:

**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:

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:

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:

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:

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:

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:

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:

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

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

7. Return all data in a mutually acceptable format and manner.

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

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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:

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:

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:

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:

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.

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

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

### 3. EVIDENCE OF COVERAGE

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

Central Nebraska Veterans' Home  
 Attn: Contract Manager  
 4510 E 56<sup>th</sup> 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:

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:

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:

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:

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:

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:

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:

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:

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](mailto: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:

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:

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:

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:

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.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

### A. PROJECT OVERVIEW

The State of Nebraska, Nebraska Department of Veterans' Affairs (hereinafter "NDVA") on behalf of the Central Nebraska Veterans Home (hereafter "CNVH") is seeking a contractor to provide Transportation Services between CNVH in Kearney, Nebraska and a Designated Site in Grand Island, Nebraska for employees and visitors (hereafter "Passengers").

CNVH is a newly opened facility located in Kearney, NE that is replacing the Veterans' Home that previously operated in Grand Island, NE. CNVH has a need to encourage continued employment of the workforce still living in the Grand Island area and to minimize staff turnover in order to support staffing levels at CNVH. NDVA is soliciting for transportation services to the new CNVH facility for staff living in the Grand Island area and possible visitors to CNVH.

### B. PROJECT ENVIRONMENT

CNVH serves approximately 225 Veterans and Non-Veterans in a Skilled Nursing Facility and Assisted Living setting. CNVH just opened and is a State of Nebraska Facility which receives funding from Veterans Affairs (VA), the State of Nebraska, and CNVH Members.

Designated pick up and drop off sites ("Designated Sites") will need to be established in Kearney and Grand Island. The CNVH facility will be an available site in Kearney. CNVH and the awarded Contractor will need to work together to establish optimal Designated Sites as services change and available locations change.

NDVA anticipates service for approximately 0-6 individuals at each shift change occurring at 6:00am, 2:00pm, and 10:00pm, and approximately 0-12 individuals at the administrative staff shift change occurring at 8:00am and 4:30pm. There is a half hour overlap for each shift change. Actual Pick up times will be mutually agreed upon with NDVA and Contractor.

### C. PROJECT REQUIREMENTS

Bidder must provide a completed Attachment A, Bidder Requirements Matrix, detailing how the bidder's firm will meet each of the bidder requirements.

## 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 three (3) 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 Sheet Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

**THE STATE'S COST PROPOSAL 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 Proposal 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 5983 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

**Form B**  
**Notification of Intent to Attend Pre-Proposal Conference**  
**Request for Proposal Number 5983 Z1**

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail ([as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)), hand delivered or US Mail by the date shown in the Schedule of Events.

**Form C**  
**Notification of Intent to Bid**  
**Request for Proposal Number 5983 Z1**

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the State Purchasing Bureau via e-mail ([as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)), hand delivered or US Mail by the date shown in the Schedule of Events.

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

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

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

Cost      sal  
Request For Proposal Number 5983 Z1

Bidder Name: \_\_\_\_\_

Vehicle Type	Initial Contract Period Year 1		Optional First Renewal Period Year 2		Optional Second Renewal Period Year 3		Optional Third Renewal Period Year 4		Optional Fourth Renewal Period Year 5	
	Cost Per Round Trip First Shift I-80 Route*	Cost Per Round Trip First Shift Highway 30 Route*	Cost Per Round Trip First Shift I-80 Route*	Cost Per Round Trip First Shift Highway 30 Route*	Cost Per Round Trip First Shift I-80 Route*	Cost Per Round Trip First Shift Highway 30 Route*	Cost Per Round Trip First Shift I-80 Route*	Cost Per Round Trip First Shift Highway 30 Route*	Cost Per Round Trip First Shift I-80 Route*	Cost Per Round Trip First Shift Highway 30 Route*
Up To 6 Passenger Vehicle	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up To 15 Passenger Vehicle**	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 25 Passenger Vehicle	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
26 + Passenger Vehicle	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Vehicle Type	Cost Per Round Trip Second Shift I-80 Route*	Cost Per Round Trip Second Shift Highway 30 Route*	Cost Per Round Trip Second Shift I-80 Route*	Cost Per Round Trip Second Shift Highway 30 Route*	Cost Per Round Trip Second Shift I-80 Route*	Cost Per Round Trip Second Shift Highway 30 Route*	Cost Per Round Trip Second Shift I-80 Route*	Cost Per Round Trip Second Shift Highway 30 Route*	Cost Per Round Trip Second Shift I-80 Route*	Cost Per Round Trip Second Shift Highway 30 Route*
Up To 6 Passenger Vehicle	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up To 15 Passenger Vehicle**	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 25 Passenger Vehicle	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
26 + Passenger Vehicle	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Vehicle Type	Cost Per Round Trip Third Shift I-80 Route*	Cost Per Round Trip Third Shift Highway 30 Route*	Cost Per Round Trip Third Shift I-80 Route*	Cost Per Round Trip Third Shift Highway 30 Route*	Cost Per Round Trip Third Shift I-80 Route*	Cost Per Round Trip Third Shift Highway 30 Route*	Cost Per Round Trip Third Shift I-80 Route*	Cost Per Round Trip Third Shift Highway 30 Route*	Cost Per Round Trip Third Shift I-80 Route*	Cost Per Round Trip Third Shift Highway 30 Route*
Up To 6 Passenger Vehicle	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up To 15 Passenger Vehicle**	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 25 Passenger Vehicle	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
26 + Passenger Vehicle	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

\* Includes up to three (3) stops per round trip (not including the starting and ending destinations). Base Route, I-80, is 50 miles (+/- 15 miles) one-way. Base Route, Hwy 30, is 42 miles (+/- 15 miles) one-way. Quantity of Passengers and frequency of trips is to be determined by the State of Nebraska, and contractor will not impose any minimum or maximum amounts.

\*\* 15 Passenger vans are not allowed. 15 Passenger short bus is allowed.

**Price changes must comply with Section I.H. PRICES**

Cost Proposal  
Request For Proposal Number 5983 Z1

Optional Costs	Initial Contract Period Year 1		Optional First Renewal Period Year 2		Optional Second Renewal Period Year 3		Optional Third Renewal Period Year 4		Optional Fourth Renewal Period Year 5	
Cost Per Mile to subtract miles from base route	(\$ )		(\$ )		(\$ )		(\$ )		(\$ )	
Cost Per Mile to add miles to base route										
Cancellation Fee (with less than 24 hours notice)	\$		\$		\$		\$		\$	
One Way Differential	\$		\$		\$		\$		\$	
Late fee (contractor is late) Deduct	(\$ )		(\$ )		(\$ )		(\$ )		(\$ )	
Late fee (passenger is late) Add	\$		\$		\$		\$		\$	

Other Optional Services, add cost to appropriate year of service	Initial Contract Period Year 1		Optional First Renewal Period Year 2		Optional Second Renewal Period Year 3		Optional Third Renewal Period Year 4		Optional Fourth Renewal Period Year 5	
	\$		\$		\$		\$		\$	
	\$		\$		\$		\$		\$	
	\$		\$		\$		\$		\$	
	\$		\$		\$		\$		\$	
	\$		\$		\$		\$		\$	
	\$		\$		\$		\$		\$	

**5983 Z1 ATTACHMENT A  
Bidder Requirements Matrix**

**Bidder Name:** \_\_\_\_\_

**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**

<b>1</b>	<b>Transportation Services between Grand Island NE and Kearney NE at established designated sites; Overall Approach</b>
a	Provide Transportation Services between Kearney, NE and Grand Island, NE at established Designated Sites. Describe your process. Bidder's Response:
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:
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:
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:
e	Must maintain an accurate manifest of Passengers. Describe process for logging information. Bidder's Response:
f	Contractor must maintain availability of drivers and vehicles for transportation services. Describe driver roster process. Bidder's Response:
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:
h	Contractor must maintain regular communication with NDVA on a daily basis, Monday through Friday. Describe communication process with clients. Bidder's Response:
<b>2</b>	<b>Vehicles</b>
a.	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.

	Bidder's Response:				
b.	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.				
	Bidder's Response:				
	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				
c.	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.				
	Bidder's Response:				
d.	GPS Tracking included, on board camera(s) optional. If not, provide reasoning why no GPS Tracking is available.				
	Bidder's Response:				
e.	Contractor must have availability of handicap accessible vehicle(s). Specify specific vehicles that is in your fleet that offer this capability.				
	Bidder's Response:				
f.	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.				
	Bidder's Response:				
g.	Vehicles must be kept clean and neat, inside and out. Provide your policy.				
	Bidder's Response:				
h.	Contractor must have a lost and found policy. Provide policy.				
	Bidder's Response:				
i.	Vehicles must be Non-Smoking. Provide your policy.				

	Bidder's Response:
<b>3</b>	<b>Drivers</b>
a.	Contractor must verify that all Drivers provided by the Contractor:
	i. Maintain proper licensure to operate vehicle provided in capacity of this contract. Provide copies of licensures.
	ii. Drivers must be trained. Provide list of training given to drivers.
	iii. Meet all Department of Transportation ("DOT") requirements: <a href="https://dot.nebraska.gov/">https://dot.nebraska.gov/</a>
	Bidder's Response:
b.	Contractor must conduct the following screenings and provide results to NDVA prior to starting. Provide policy regarding:
	i. Background check
	ii. Sex Offender
	iii. Child Welfare, Juvenile and Adult Protective Services
	iv. Drug Screen
	Bidder's Response:
c.	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.
	Bidder's Response:
d.	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.
	Bidder's Response:
<b>4</b>	<b>NDVA Regulations</b>
a.	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.
	Bidder's Response:
b.	NDVA regulations are located at the DHHS regulations webpage: <a href="http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Health_and_Human_Services_System/Title-400/Chapter-1.pdf">http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Health_and_Human_Services_System/Title-400/Chapter-1.pdf</a> Describe regulation review and tracking plan.
	Bidder's Response:
c.	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.
	Bidder's Response:
<b>5</b>	<b>Changes and Delays including Weather and Staffing</b>
a.	Contractor shall make every effort to maintain timely schedule. Provide your inclement weather policy and circumstances that would stop the transportation schedule from starting or being completed.

	Bidder's Response:
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:
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:
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:
<b>6</b>	<b>Safety and Security</b>
a.	Contractor is responsible for the safety and security of the passengers. Provide safety and security policy and programs. Bidder's Response:
b.	Contractor must have a safety program including policies and practices. Provide a listing. Bidder's Response:
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:
d.	Safety incidents must be reported immediately. Provide your policy. Bidder's Response:
e.	Contractor must have an inclement/severe weather policy. Provide your policy. Bidder's Response:

# EVALUATION CRITERIA

## RFP NUMBER 5983 Z1

### Transportation Services

**Opening Date: Month Day, Year 2:00 p.m. Central Time**

#### **Mandatory 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.

#### **Evaluation Criteria**

All responses to this Request for Proposal, which fulfill all mandatory requirements, will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the evaluation include:

Evaluation Criteria	Possible Points
Part 1 — Corporate Overview	150
Part 2 — Technical Approach	450
Part 3 — Cost Proposal Points	200
Total Points without Oral Interviews	800
Oral Interviews, (if required)	250
Total Points with Oral Interviews	1050

#### **Part 4 – Cost Proposal Points**

Cost points should be calculated as follows:

1. Establish lowest cost submitted – lowest cost submitted receives the maximum points.
2. To assign points to all others, the following formula should be followed:

**Lowest Cost Submitted ÷ Cost Submitted x Maximum Possible Cost Points =  
Cost Points to Award (see samples below)**

Formula	Sample	Sample	Sample
Lowest Cost Submitted	\$100,000	\$100,000	\$100,000
÷ Cost Submitted	\$100,000	\$200,000	\$150,000
x Maximum Possible Cost Points	200	200	200
= Points To Award	200	100	133