

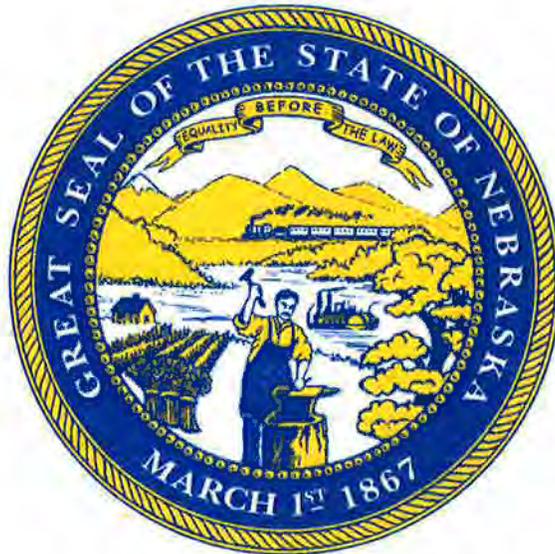


ORIGINAL

**Ecolab Inc., dba Ecolab Pest Elimination
TECHNICAL PROPOSAL FOR**

State of Nebraska-State Purchasing Bureau

Pest Control Services
RFP 6186 Z1



1 Ecolab Place, St. Paul, MN 55102

www.ecolab.com

**Contractual Services
Form**

ORIGINAL

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

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

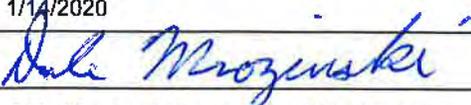
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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 Solicitation.

N/A 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.

N/A 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:	Ecolab Inc. dba Ecolab Pest Elimination
COMPLETE ADDRESS:	2750 Blue Water Rd., Ste 225 Eagan, MN 55121
TELEPHONE NUMBER:	(952) 852-0942 (Theresa Foss-AVP Government Sales-Pest Elimination)
FAX NUMBER:	(651) 306-5429
DATE:	1/14/2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Dale Mrozinski, Government Bids Analyst

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

RETURN TO:

Name: State Purchasing Bureau
Address: 1526 K St. Ste. 130
City/State/Zip: Lincoln, NE 68508
Phone: 402-471-6500

ORIGINAL

SOLICITATION NUMBER	RELEASE DATE
RFP 6186 Z1	November 15, 2019
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 16, 2020, 2:00 P.M. Central Time	Annette Walton / Julie Schiltz

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 6186 Z1 for the purpose of selecting a qualified bidder to provide Pest Control Services. 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 two (2) years commencing upon notice to proceed. The Contract includes the option to renew for two (2) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the awarded 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 solicitation 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 using an indelible method 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 determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

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 contractor'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 solicitation 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 solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation 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 solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation 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 solicitation, awards, and other documents.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES		i
TABLE OF CONTENTS.....		ii
GLOSSARY OF TERMS.....		iv
ACRONYM LIST		viii
I. PROCUREMENT PROCEDURE		1
A. GENERAL INFORMATION		1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS		1
C. SCHEDULE OF EVENTS		2
D. WRITTEN QUESTIONS AND ANSWERS		3
E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)		3
F. ETHICS IN PUBLIC CONTRACTING		3
G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL		3
H. SUBMISSION OF PROPOSALS		3
I. PROPOSAL PREPARATION COSTS		4
J. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL		4
K. PROPOSAL CORRECTIONS		4
L. LATE PROPOSALS		4
M. PROPOSAL OPENING		4
N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS		5
O. BEST AND FINAL OFFER		6
P. REFERENCE AND CREDIT CHECKS		6
Q. AWARD		6
R. DISCOUNTS		6
S. PRICES		6
T. COST CLARIFICATION		7
U. EMAIL SUBMISSIONS		7
V. REJECTION OF PROPOSALS		7
W. RESIDENT BIDDER		7
II. TERMS AND CONDITIONS		8
A. GENERAL		8
B. NOTIFICATION		9
C. BUYER'S REPRESENTATIVE		9
D. GOVERNING LAW (Statutory)		9
E. BEGINNING OF WORK		10
F. CHANGE ORDERS OR SUBSTITUTIONS		10
G. VENDOR PERFORMANCE REPORT(S)		10
H. NOTICE OF POTENTIAL CONTRACTOR BREACH		11
I. BREACH		11
J. NON-WAIVER OF BREACH		11
K. SEVERABILITY		12
L. INDEMNIFICATION		12
M. ATTORNEY'S FEES		13
N. ASSIGNMENT, SALE, OR MERGER		13
O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE		13
P. FORCE MAJEURE		14
Q. CONFIDENTIALITY		14
R. EARLY TERMINATION		14
S. CONTRACT CLOSEOUT		15
III. CONTRACTOR DUTIES		16
A. INDEPENDENT CONTRACTOR / OBLIGATIONS		16

B.	EMPLOYEE WORK ELIGIBILITY STATUS	17
C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)	17
D.	COOPERATION WITH OTHER CONTRACTORS	17
E.	PERMITS, REGULATIONS, LAWS	18
F.	INSURANCE REQUIREMENTS	18
G.	NOTICE OF POTENTIAL CONTRACTOR BREACH	20
H.	ANTITRUST	20
I.	CONFLICT OF INTEREST	21
J.	STATE PROPERTY	21
K.	SITE RULES AND REGULATIONS	21
L.	ADVERTISING	22
M.	DISASTER RECOVERY/BACK UP PLAN	22
N.	DRUG POLICY	22
O.	WARRANTY	22
IV.	PAYMENT	23
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)	23
B.	TAXES (Statutory)	23
C.	INVOICES	23
D.	INSPECTION AND APPROVAL	23
E.	PAYMENT (Statutory)	23
F.	LATE PAYMENT (Statutory)	23
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)	23
H.	RIGHT TO AUDIT (First Paragraph is Statutory)	24
V.	PROJECT DESCRIPTION AND SCOPE OF WORK	25
A.	PROJECT OVERVIEW	25
B.	SCOPE OF WORK	25
C.	FACILITY-SPECIFIC REQUIREMENTS	27
D.	WORK PLAN	27
E.	DELIVERABLES- See Cost Proposal	29
	Form A Bidder Proposal Point of Contact	30
	REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM	31

GLOSSARY OF TERMS

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

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

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

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

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

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.

Automated Clearing House: (ACH) Electronic network for financial transactions in the United States.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

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

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

Bidder: A vendor who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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.

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

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

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 administration 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: An individual or entity having a contract to furnish commodities or services.

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.

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

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

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

Evaluation: The process of examining an offer after opening to determine the bidder'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 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 solicitation, 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.

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

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

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): Source used for assignment of universal commodity codes to goods and services.

Non-responsive: A bid that does not conform to the requirements of the Request for Proposal.

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.

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.

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.

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

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.

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.

Propoal: An offer, bid, or quote submitted by a bidder in a response to a written solicitation.

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 solicitation or resultant contract, brought by a bidder who has submitted a proposal 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.

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 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 proposal which conforms to all requirements of the solicitation document.

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

Should: Expected; suggested, but not necessarily mandatory.

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 subcontractors 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 Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: An individual or entity lawfully conducting business in the State,

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

COI – Certificate of Insurance

DAS – Department of Administrative Services

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified bidders who will be responsible for providing Pest Control at a competitive and reasonable cost. Terms and Conditions, Project, and Description and Scope of Work, Requirements may be found in Sections II through V.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Name: Annette Walton, Julie Schiltz, Buyers
RFP: 6186 Z1 Pest Control
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materie purchasing@nebraska.gov

From the date the solicitation 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 solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. 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 solicitation.

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 solicitation 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 Solicitation	November 15, 2019
2.	Last day to submit written questions	December 8, 2019
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 19, 2019
4.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 16, 2020 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	January 17, 2020
6.	Evaluation period	January 18, 2020 Through February 18, 2020
7.	Post "Notification of Intent to Award" to Internet at: and/or http://das.nebraska.gov/materiel/purchasing.html	February 19, 2020
8.	Contract finalization period	February 19, 2020 Through March 19, 2020
9.	Contract award	September 1, 2020
10.	Contractor start date	September 30, 2020

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6186 Z1; Pest Control 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.materiel purchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

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

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

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

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, 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 proposal, or prejudice the State.

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

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

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru V) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through V 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 solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. 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 Proposal Point of Contact". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label including the RFP number should appear on the face of each container or bidder's proposal 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.

The State will not furnish packaging or sealing materials. It is the bidder's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events.

The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

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

Emphasis should be concentrated on conformance to the solicitation 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-responsive.

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

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 1/2" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections and be referenced in the text by the number within the section, and 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. 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.

I. PROPOSAL PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this solicitation 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. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. 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.

K. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted 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.

L. 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.

M. 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. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting

bidder, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released. (See RFP signature page for further details) Bidders 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.

N. 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 Sections II through IV;
4. Completed State Cost Proposal Template.

All proposals that are responsive to the solicitation will be evaluated based on the following:

1. Cost Proposal

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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 solicitation 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 bidder 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 will be released with the solicitation.

O. 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.

P. 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 solicitation, 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.

Q. 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 solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in bidder proposals that are not material, do not compromise the solicitation 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 solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more bidder, or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Bidder qualifications and capabilities; and,
6. State contract management requirements and/or costs.

The solicitation 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>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the internet. Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

R. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

S. PRICES

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

Prices submitted on the cost proposal form shall remain fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed 3 percent (3%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

The State will be given full proportionate benefit of any decreases for the term of the contract.

T. COST CLARIFICATION

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.

U. EMAIL SUBMISSIONS

SPB will not accept proposals by email, electronic, voice, or telephone except for one-time purchases under \$50,000.00.

V. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

W. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through IV as part of their proposal. Bidders should 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 solicitation, 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 solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

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 Solicitation Response (Initial)	NOTES/COMMENTS:
DM			

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's proposal (Solicitation 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 solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the bidder'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 Solicitation Response (Initial)	NOTES/COMMENTS:
Dm			

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 five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

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

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 required 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 Solicitation Response (Initial)	NOTES/COMMENTS:
DM			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the awarded bidder. The awarded bidder will be notified in writing when work may begin.

F. CHANGE ORDERS OR SUBSTITUTIONS

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

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

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

G. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

I. BREACH

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

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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

J. NON-WAIVER OF BREACH

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

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.

K. SEVERABILITY

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

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.

L. INDEMNIFICATION

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

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 solicitation.

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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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.

M. ATTORNEY'S FEES

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

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 ordered by the court, including attorney's fees and costs, if the other Party prevails.

N. ASSIGNMENT, SALE, OR MERGER

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

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.

O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

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.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

P. FORCE MAJEURE

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

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.

Q. CONFIDENTIALITY

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

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.

R. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other

service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
DM			

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;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor'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 Solicitation Response (Initial)	NOTES/COMMENTS:
DM			

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

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (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 goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
DM			

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

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DM			Please see the attached copy of Ecolab Inc.'s current COI with the State of Nebraska for coverage types and limits on the tab marked "COI".

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the**

mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

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:

State of Nebraska, State Purchasing Bureau
State Materiel Contract Manager
1526 K Street Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary 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. ANTITRUST

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
Dm			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

J. STATE PROPERTY

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
Dm			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
Dm			

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

M. DISASTER RECOVERY/BACK UP PLAN

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

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 delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

N. DRUG POLICY

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

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.

O. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
Dm			

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 (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (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 (Statutory)

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)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Please see the attached proposal, which includes all information in section V.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska is issuing this Request For Proposal (RFP) to find qualified bidders to provide a comprehensive Integrated Pest Management (IPM) plan for State of Nebraska buildings and facilities, and occasional on-call Pest Management Services. IPM shall consist of a number of components, including but not limited to, identifying the types of pests involved, identifying and correcting conditions contributing to pest infestations, determining areas requiring treatment, both with nonchemical methods and pesticides, selecting and implementing the treatment procedures, inspecting, and monitoring to evaluate results and to detect new pest invasions. Contract services utilizing guidelines, principles and practices of Integrated Pest Management Institute (IPM), Pesticide Action Network North America (PANNA), National Pest Management Association (NMPA), and/or other industry related standards are encouraged. Termite Services shall cover prevention and elimination for termites and other wood-destroying organisms.

1. Services for the State will be divided into the eight (8) districts See Attachment A – State of Nebraska District Map. Bidders must bid on all sites within a district. There will be one award for all sites located within each district. Failure to bid all sites for a particular district may deem the bidder non-responsive for that particular district. Bidders may bid on one district, several districts, or all districts in the State of Nebraska. The resulting contract(s) will be awarded to the lowest responsive and responsible Bidder by district. A bidder may bid and be awarded one or more districts. All travel expenses are to be included in the bid price, there will be no additional fees for travel time, or vehicle expense included in the billing invoice.
2. Any Nebraska Commercially-Licensed Pest Control Service Company may respond to this RFP. Bidders must submit a copy of the current Nebraska Commercial license with certification in at least, but not limited to, 04 – Ornamental and Turf Pest Control, 08 – Structural and Health-Related Pest Control (commercial) and 08W – Wood Destroying Organisms, in order to bid.
3. The awarded bidder(s) will need to provide a list of any subcontractors and copies of the commercial applicator licenses of any subcontractors after an Intent to Award is issued and prior to contract execution. The Contractor is required to provide any updated/new commercial applicator licenses for any subcontractor, as applicable through the contract period. Contractor shall submit them to:

State of Nebraska, State Purchasing Bureau
State Materiel Contract Manager
1526 K Street Suite 130
Lincoln, NE 68508
4. Contractor will provide labor, materials, services, skills, supervision, and necessary tools and equipment to insure that State facilities are free of pests. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents.
5. The State reserves the right to add or delete locations, facilities, or specific buildings to and from the Contract when deemed to be in the best interests of the State. These additions and deletions will be based on square footage. The State also has the right to adjust square footage for specific buildings based on written agreement between the designated facility contact or their designee and Contractor.
6. This contractor start date will be September 30, 2020. The State's current contract can be found on our website: http://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php

B. SCOPE OF WORK

Contractor will provide routine, effective inspections and treatment for pest and rodent, bird and bat, and wood-destroying insect control. Regular visits will be scheduled to establish a routine, unless otherwise requested by the designated facility contact or their designee. Schedule will be mutually agreed to between the Contractor and facility contact or their designee. Contractor will visit each property per facility requirements, to inspect, maintain, and service the interior and exterior of the associated facility for pest activity to include but not limited to the following: A minimum of a ten foot perimeter around facility, loading docks, common areas, entrance ways, hallways and stairways, lunchrooms, kitchens, kitchenettes, restrooms, maintenance areas, dormitory areas, trash collection areas, basement areas, mechanical rooms and utility areas, elevator rooms and associated elevator pits, accessible structural voids, exterior windows, tunnel areas, garage and parking areas. If service should be required between regularly scheduled services such additional service will be rendered promptly and without additional charge

1. **FEDERAL AND STATE LAWS:**

Contractor shall follow all federal and state laws regarding pesticides.

- a. United States Environmental Protection Agency requirements:
<https://www.epa.gov/regulatory-information-topic/regulatory-information-topic-pesticides>
- b. State of Nebraska Department of Agriculture requirements:
<http://www.nda.nebraska.gov/pesticide/>
- c. Federal Fungicide, and Rodenticide Act (FIFRA)
- d. Must be commercially licensed through the Nebraska Department of Agriculture

2. **PESTS, RODENTS, BIRDS AND BATS:**

a. **Pests**

Pests shall include, but is not limited to ants (all species), cockroaches, stored product pests (including pantry and fabric pests), spiders, fleas, filth flies, stinging insects and occasional invaders such as crickets and ground beetles. Some facilities may have restrictions on rodent or pest control as listed on the Cost Proposal. Additional items such as glue boards and rodent cakes are required as indicated on the Cost Proposal.

b. **Rodent Control**

Rodent Control shall include, but is not limited to, gophers, prairie dogs, mice and rats.

c. **As Needed Bird and Bat Control**

Bird and Bat Control shall include, but is not limited to, pigeons and bats. The Contractor shall provide such means as necessary following best practices to control birds and bats in the areas identified. The frequency shall be at least monthly, or more frequently if requested by the State. Methods of control shall be localized to specific areas that are nuisance areas, and shall target both species for removal/ deterrent application. If requested, an electronic report shall be provided monthly to each agency that receives this service. The report should include activity levels and areas that were treated for both removal of bats and birds, as well as any maintenance issues that should be addressed to prevent further activity to each facility that requests this service.

d. **As Needed Wood-Destroying Insect Control**

Wood-destroying insects shall include, but is not limited to; termites. If the bidder is not licensed to perform termite treatment, bidder should indicate who the subcontractor will be that will provide this service and provide a copy of the subcontractor's current Nebraska license.

e. **As Needed Bed Bug Treatment –**

This contract will cover the emergency treatment of a bed bug infestation and is subject to call-out immediately after bed bugs are discovered within a covered facility. Contractor shall be required to respond by telephone or email to the property within twenty-four hours of the notification of the discovery to arrange treatment schedule.

- i. Bedbugs: Contractor will inspect, detect and treat buildings, rooms, furnishings, fixtures and textiles where bed bugs harbor and thrive. Various methods of treatment may include but not be limited to: pesticide treatment, canister vacuuming, fogging, heat or cold treatments as necessary for the successful elimination of eggs, the five larva stages and adult bugs.
- ii. Upon arrival to a property that notifies of potential bed-bug infestation, a thorough inspection of each facility shall be conducted to locate any infestation. If an infestation is discovered, intensive treatment must be immediately scheduled to assure a resolution to eliminate all existing infestations.
- iii. Contractor must perform a thorough and complete inspection of infested and adjacent rooms (left, right, above and below) including behind the baseboards, under loose wallpaper, inside switch and outlet plates, inside furniture seams, mattress seams, in between mattress and box springs, behind head boards and art work, in paneling seams, under loose carpet and inside furniture cabinetry and drawers. Any and all hallways, corridors, service areas, pipe galleys, and storage areas adjacent to the infested area shall be inspected and treated as well.
- iv. Contractor shall be responsible for providing for the placement of barricades, tarps, plastic, flag tape and other safety equipment required to protect the public, surrounding areas, equipment and vehicles.
- v. When required, Contractor shall remove furniture, bedding, couches, chairs, rugs, and all other furnishings and fixtures in an infected area. These items are to be treated or wrapped in plastic and properly disposed of.

- vi. Contractor shall provide follow-up inspections and treatment, as needed at each affected site. Visits should be scheduled a minimum of ten (10) to a maximum of fourteen (14) days apart. Additional treatments may be required. Contractor shall monitor and provide re-treatment as necessary.

C. FACILITY-SPECIFIC REQUIREMENTS

1. AIR NATIONAL GUARD SITES
 - a. The Air National Guard facilities require specific security requirements. See Attachment B – AirNG Contractor Security Requirements 26AUG2015.
2. DEPARTMENT OF LABOR BUILDINGS:
 - a. The Department of Labor buildings are secured buildings and will require a Facilities Manager to accompany the Contractor.
3. FACILITIES WITH RESTRICTIONS ON EXTERIOR BAIT STATIONS:
 - a. None known at this time.
4. NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES (NDCS):
 - a. NDCS SECURITY
 - i. Contractor's personnel shall be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds.
 - ii. Contractor shall provide a list of personnel commitments and their information prior to the start of the contract. The list of personnel shall not be changed without the prior written approval of NDCS. Replacement of key personnel, if approved by NDCS, shall be with personnel of equal or greater ability and qualifications.
 - iii. Contractor shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. Contractor will promptly notify NDCS if allegations of sexual abuse or contact become known.
 - iv. Contractor shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). Contractor may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct).
 - v. Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.
 - vi. Contractor's personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
 - vii. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, Contractor will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per PD 104.06.

D. WORK PLAN

1. Each site may require contractor to sign in and sign out at each inspection.
2. Background checks by Nebraska State Patrol of personnel may be required to service a location.
3. All waste and trash produced in performance of these services shall be removed from the State premises and disposed of by the Contractor.

4. Contractor shall maintain a log book of current technician's activity and material usage at each of the facilities. The designated facility contact or their designee will provide an accessible location for the log book and manual.
5. Contractor will furnish a manual at each facility with Safety Data Sheet (SDS) documents for each of the products used at the facility.
6. All personnel are required to wear PPE in the execution of their duties to include; protective eye wear or face shields, respiratory protection as necessary, gloves, approved safety boots with steel or composite toe boxes, long pants or protective chaps.
7. Contractor, contractor employees, or subcontractor(s) must display an identification card at all times while providing services to the State.
8. Department articles broken or damaged during normal pest control operations shall be repaired or replaced at the Contractor's expense. This includes items of a personal nature, as well as state owned property such as furniture, walls, office equipment, etc.
9. All billable services shall be signed off by the facility contact or designee at the time of service on a service ticket. A copy of this approved service ticket shall be left with the facility contact or designee at the time of completion of the application. The service ticket does not replace an invoice.
10. CHEMICALS:
 - a. Pesticide application shall be according to need rather than by schedule. Pesticides shall be used only if control cannot be achieved with non-chemical methods.
 - b. Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.
 - c. The Contractor shall provide labels and safety data sheets (SDS) for every pesticide used on the premise. Copies will be maintained in the onsite logbook. All such pesticides must be approved by facility management.
 - d. Pesticides shall not be stored on site.
 - e. With the exception of Department of Corrections' locations, pesticides shall never be applied when employees are present.
 - f. Pesticides shall never be applied when facility HVAC systems are off.
 - g. Pesticides applied to the air must never be used for routine treatment inside facilities. Pesticides must be applied only as containerized or crack and crevice treatments in which the applied treatment is never visible.
 - h. Insecticides must be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations must be selected only as a last resort or when solids, pastes, or gels are not practical.
 - i. Insecticides approved for normal use must be limited to nonvolatile bait formulations that are either applied to cracks and crevices or concealed inside protective containers.
 - j. Bait formulations, traps, vacuuming, sanitation, and exclusion techniques must be emphasized for insect control inside facilities.
 - k. Fogging may be required for flea infestation, using Pyrethrum pt .565 or an equivalent substance. Active ingredients shall contain:
 - i. Pyrethrum 50% Technical Piperonyl Butoxide 1.000% N-Octyl Bicyclopeptene – Dicaboride 1.000% refined petroleum oil 8.000%.
 - ii. Inert: 89.500%, equivalent to 0.8% (Butylcarbity) 6-Prepylperonyl and 0.2 of related compounds.
11. UNSATISFACTORY PERFORMANCE.

The State may consider the following levels of performance by Contractor as unsatisfactory. An unsatisfactory performance determination includes, but is not limited to, the following:

 - a. more than two (2) Callbacks to correct the same problem within thirty (30) calendar days;
 - b. more than one (1) instance within one (1) calendar year of Contractor personnel assigned to an authorized Service Call, or inspection not having the skill, knowledge or license to perform the required service or inspection; or
 - c. failure to timely complete and document required Service calls, treatments and/or inspections; and,
 - d. failure to provide the tools necessary to complete the inspection, or required service.

12. REMOVAL OF PERSONNEL.

The State may request that Contractor replace unsatisfactory personnel, which request shall not be unreasonably denied.

E. DELIVERABLES- See Cost Proposal

Please see separate "Cost Proposal" binder.

TECHNICAL PROPOSAL FOR STATE OF NEBRASKA

RFQ 6186 Z1

Table of Contents

1. Ecolab Organization

Organization Structure

Financial Stability of Ecolab

Hiring, Screening Problem & Resolution Practices

2. Experience and Qualifications

References

Key Personnel to Support State of Nebraska- Qualifications and Licensees

3. Goods & Services

Scope of work

1. Ecolab Organization

ORGANIZATIONAL STRUCTURE

Ecolab is the global leader in water, hygiene and energy technologies and services. Around the world, businesses in the foodservice, food processing, hospitality, healthcare, industrial, and oil and gas markets choose Ecolab products and services to keep their environments clean and safe, operate efficiently and achieve sustainability goals.

Founded in 1923 and headquartered in St. Paul, MN, Ecolab Inc. serves customers in more than 160 countries across North America, Europe, Asia Pacific, Latin America, the Middle East and Africa. We became incorporated in February of 1924 in the state of Delaware.

Employing a global workforce of more than 48,000 employees, Ecolab delivers comprehensive programs and services to meet the unique needs of customers in the food, energy, healthcare, industrial and hospitality markets. Our 22,500 sales-and-service associates comprise the industry's largest and best-trained direct sales-and-service force. These product and service professionals are dedicated to assisting customers as they meet a full range of cleaning, sanitizing and water and energy management challenges. For more information, visit www.ecolab.com or call 1.800.2.ECOLAB. Ecolab common stock is listed and traded on the New York Stock Exchange under the symbol ECL.

In 1984, Ecolab made the decision to enter the pest elimination service business as a result of the frequent requests within the institutional marketplace for a service program designed specifically for the commercial environment. Our research indicated that most of these facilities were utilizing pest control companies and receiving low quality results.

Ecolab is the industry leader in providing Pest Management services to the institutional/ commercial market segment, offering local coverage and national support for more than **122,000 customers, 250+ in Higher Education**. *We do not offer service to the residential pest control market.* Our experience in providing pest elimination services for the institutional marketplace has been obtained as the result of listening to thousands of our service partners.

Starting with 250 Service Specialists in 1984 our team of Service Specialists has grown to over 2,000 service associates; we are able to offer local service on a national basis. ***All service associates are Ecolab associates; there are no affiliates/ franchise operators or subcontractors used.*** From the beginning, Ecolab has trained Service Specialists identically and equipped them to utilize the same written service protocols, enabling us to offer professional and uniform service throughout North America. In the state of **Nebraska**, we have **17** service specialists to support your pest needs, plus management located locally.

FINANCIAL STABILITY OF ECOLAB

Ecolab was founded in 1923 and headquartered in St. Paul, MN, Ecolab Inc. serves customers in more than 160 countries across North America, Europe, Asia Pacific, Latin America, the Middle East and Africa. Ecolab common stock is listed and traded on the New York Stock Exchange under the symbol ECL. To review Ecolab's annual report, please see attached link- http://www.annualreports.com/HostedData/AnnualReports/PDF/NYSE_ECL_2018.pdf

DUNN/BROADSTREET # for Ecolab - 00615-4611

Attached are some excerpts from our annual report:

SUMMARY MILLIONS, EXCEPT PER SHARE					
	2018	2017	2016	2018	2017
Net Sales	\$14,668.2	\$13,835.9	\$13,151.8	6%	5%
Net income Attributable to Ecolab	\$1,429.1	\$1,504.6	\$1,229.0	(5)%	22%
Percent of Sales	9.7%	10.9%	9.3%	(10)%	16%
Diluted Earnings per Share	4.88	5.12	4.14	(5)%	24%
Adjusted Diluted Earnings per Share (non-GAAP measure)	5.25	4.68	4.37	12%	7%
Diluted Weighted-Average Common Shares Outstanding	292.8	294.0	296.7	0%	(1)%
Cash Dividends Declared per Common Share	1.690	1.520	1.420	11%	7%
Cash Provided by Operating Activities	2,277.7	2,091.3	1,939.7	9%	8%
Capital Expenditures	847.1	868.6	756.8	(2)%	15%
Ecolab Shareholders' Equity	8,003.2	7,583.6	6,871	6%	10%
Return to Beginning Equity	18.8%	21.9%	17.8%	-	-
Total Debt	7,045.2	7,322.7	6,687.0	(4)%	10%
Total Debt to Capitalization	46.5%	48.9%	49.1%	-	-
Total Assets	\$20,074.9	\$19,963.5	\$18,831.1	1%	9%



HIRING & SCREENING POLICY

Ecolab is an Equal Opportunity Employer. Applicants must pass a physical exam, which includes drug and alcohol tests, plus a criminal background check and provide the company with a completed I-9 form and other required documents. Applicants must have a valid driver's license and a satisfactory driving record as determined by the Safety Department.

Ecolab conducts background verifications as part of the pre-employment screening process on all candidates who have received a conditional offer of employment. During the application process, candidates must authorize the background investigation using the company-provided process. Outlined below are the minimum items verified.

- **Education Verification-** Ecolab verifies education information included on the employment application at the Bachelor and Graduate levels. Associates and Vocational degrees will be verified where disclosed by the candidate and where required or preferred for the position.
- **Criminal Records Search-** Ecolab retains a reputable third party to conduct a criminal records search at the highest court in all counties where the person has resided, worked or attended school in the past seven (7) years. Generally, misdemeanor convictions, felony convictions, open arrest warrants, pending charges and/or related activities are reported. Although a disqualification is possible, in accordance with federal and state laws, a previous conviction does not automatically disqualify an applicant from consideration for employment with Ecolab. Human Resources will work with the Company Law Department to review candidate criminal records for applicability to the position in consideration. The following factors will be considered for those candidates with a criminal history in determining whether to hire the candidate:
 - Whether or not the applicant disclosed and/or accurately represented the conviction on the company employment application
 - The nature of the conviction and its relationship to the position
 - The time since the conviction
 - The number (if more than one) of convictions
 - Whether hiring the applicant would pose an unacceptable risk, in the sole judgment of the Company, to Ecolab associates, customers and/or business

The impact of pending charges on the application process will be reviewed on an individual basis. Candidates will be given an opportunity to review the criminal background verification results and submit a statement or explanation for consideration. A candidate with a conviction cannot be hired without review and approval from Human Resources.

- **Social Security Number Trace-** Ecolab conducts a search of an individual's connection to his or her social security number to determine if there is any background information that was not disclosed by that individual.
- **Falsified or Withheld Information-** If a candidate is found to have withheld or falsified any information during the application and pre-employment screening process, including information regarding conviction history, the individual will not be considered further for employment for any position with Ecolab.

PROBLEM RESOLUTION PRACTICES

Call Center Operations

Ecolab customers have access to their service associates **24 hours per day, 7 days a week**. Customers are provided with our toll-free number and asked to call us if they experience any problems related to our services.

1 (800) 325-1671

Customer Service Center Associates are all Ecolab trained associates. This enables Customer Service Center associates to better understand the urgency and nature of the customer calls PLUS offers effective and consistent communication.

Calls are routed to and handled in our Customer Service Center located in our National Support Center in Eagan, MN. The Customer Service Center is the processing center for all phone traffic from Customers and internal sales/service associates for the division.

The call center is the communication link between Ecolab customers and field associates across the nation function, and acts as a dispatch center, capturing information from the customer and relaying it to our service associates, making immediate contact through a pager device. An **escalation system** is in place to handle complaints, timeliness of response issues, and urgent matters. In the event a page is not responded to within 30 minutes, our Rapid Response program kicks into gear and re-pages the service associate. If the service associate still doesn't respond within an additional 30 minutes a page is automatically sent to his supervisor and the corporate accounts manager for response.

For emergency service requests, STATE OF NEBRASKA can expect Ecolab to respond as follows:

- All customer pages will be returned within 2 hours of receipt. All service requests will be followed up on within 48 hours.

2. EXPERIENCE AND QUALIFICATIONS

QUALIFIED REFERENCES

Casey's
1 SE. Convenience Blvd.
Ankeny, IA 50021
Sarah Garcia – Food Safety manager
Cell: 515-240-5952
145 locations in NE

JS Ventures Applebee's
2400 North Woodlawn Suite 230
Wichita, KS 67220
Rhod McNee – President –
rmcnee@jsvapplebees.com
16 locations in NE

Valentino's
2601 South 70th
Lincoln, NE 68506
Michael Messino – Director of Ops
michaelm@valscorp.com
20 locations

RMH Applebee's
PO Box 21960
Lincoln, NE 68542
Ryan Pilkington - Vice President of Strategic Operations
Cell 402.202.2746
rpilkington@rmhfranchise.com
12 locations

Other notable customers with a significant presence in Nebraska-

USPS- 109 active locations
Walmart- 42 locations
McDonalds- 66 locations

KEY PERSONNEL TO SUPPORT STATE OF NEBRASKA– QUALIFICATIONS AND LICENSES

Below is a table that shows the Service Specialists that will be interacting with your sites.

SVSP	Years of Industry Experience/ Ecolab Service	Pest License Number, Expiration & Certifications
Lenny Musil	32+ years	NEB 002670; 4/15/2021 Categories 08, 08W, 11
James Hecht	10 years	NEB 090990; 4/15/2022 Categories 14, 07, 08, 08W, 11
Jesse Olson	9 years	NEB 093269; 4/15/2020 Categories 08, 08W, 11
Kyle Rhode	14 years	NEB 084511; 2/29/2020 Categories 08
Ryan Parks	4 years	NEB 104671; 4/15/2022 Categories 14, 08, 08W, 11
Doug Prince	17 years	NEB 074913; 4/15/2020 Categories 14, 08, 08W, 11
Mike Prosocki	20 years	NEB 069210; 4/15/2021 Categories 07, 14, 08, 08W, 11
Chris Lane	2 years	NEB 107459 4/15/2011 Categories 08
Alan Helms	4 years	NEB 091012; 4/15/2022 Categories 08, 08W, 11
Kelly Jensen	5 years	NEB 102723; 4/15/2021 Categories 14, 08, 08W, 11
Brett Wilkins	12 years	NEB 084947; 12/31/2019- approved for renewal, waiting for new one to be issued Categories 08, 08W, 11
Jody Hayes	2 years	NEB 0109329; 4/15/2021 Categories 07, 14, 08, 08W, 11
Bruce Wetzel	24 years	NEB081281; 4/15/2020 Categories 04, 07, 08, 08W, 11

Our team in Nebraska is led by:

Brett Wilkins – District Manager

Council Bluffs, IA

Ecolab Pest Elimination: 12 Years

Areas of Expertise: Food & Beverage Auditing, Operations, Training, Product and Sales Support, General Pest Elimination, Bed Bug, Termite, Bird and Wildlife Management, Fumigation

Professional Certifications: National Pest Management Association, Good Manufacturing Practices, Food & Beverage

Professional Licenses: NE Commercial Pesticide 14, 08, 08W, 11 and 04

IA Commercial Pesticide Applicator, Categories 7A, 7B, and 7C (3OT)

All Service Specialists are highly trained and have the training, experience, and expertise to proactively keep your facility free from pest issues. Fully equipped, service ready with Ecolab's proven protocols and the industry's most innovative products and equipment.

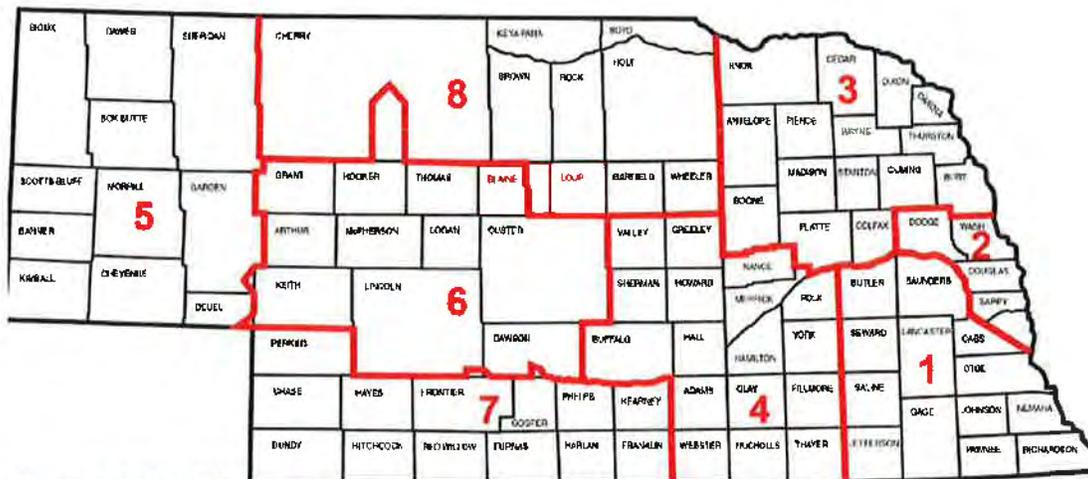
Below is a summary of the training that is provided to all field associates:

- 18-part Technical Skills Course
- Ecolab Training Academy- in classroom training in Eagan, MN, where field associates attend 2 weeks of training for hands on identification, training on standard protocols and procedures.
- State certification program
- NPMA Certification
- On-going and advanced field training
- Ecolab technical skills course
- Industry-specific training

As part of this training process, service specialists are supplied with extensive reference and support materials. Our service specialists receive on going industry training. Another key factor in our service specialists' effectiveness, in addition to training, is the Ecolab technology and equipment provided and carried on their service vehicle.

We have attached a map showing where our team is located relative to your districts.

ATTACHMENT A - STATE OF NEBRASKA DISTRICT MAP



- Coverage by SVSP By District
- 1- Lenny Musil & James Hechl. Both live in Lincoln.
 - 2- Jesse Olson lives in Omaha
 - 3- Kyle Rhode (Yankton, SD) & Ryan Parks (O'Neill)
 - 4- Doug Prince (York), Mike Prosski (Fullerton) & Ryan Parks (O'Neill)
 - 5- Chris Lane lives in Scottsbluff
 - 6- Alan Helms (North Platte) & Kelly Jensen (Kearney)
 - 7- Alan Helms (North Platte) & Kelly Jensen (Kearney)
 - 8- Ryan Parks lives in O'Neill

3. GOODS & SERVICES

SERVICES STATE OF NEBRASKA CAN EXPECT & PRICING

Ecolab Pest Elimination will provide to STATE OF NEBRASKA, a comprehensive service approach which includes:

- **Proactive Solutions:** Using proprietary protocols supported by science and an outside-in approach, Ecolab helps to achieve elimination and prevention of covered pests and protect our customers' facilities.
- **Integrated Methods:** Highly trained and professional Service Specialists provide customers with services which may include inspection, pest monitoring, sanitation and structural recommendations, mechanical trapping, and biological and targeted product applications.
 - Each regular service visit includes a sanitation and structural inspection of the covered service zones as listed below and will inform the customer of any existing sanitation or structural conditions found by Ecolab, which can contribute Pest activity or to an infestation of a Pest, will be documented on our service report.
- **Service Reports:** Ecolab will provide a written, detailed service report to customer after each service visit. Service report information includes pest activity found at the time of service, product applications and equipment installation, if any, and preparation, sanitation or structural concerns or recommendations. Ecolab's service report is recorded using an electronic documentation system which generates an on-site report. Service reports may also be available electronically on-line or via email.
- **Customer Logbook:** Ecolab maintains an on-site logbook at each customer facility. A logbook will contain the facility's service history and required safety information, including:
 - Copies of Ecolab's Service Reports.
 - CD or hard copies of product labels and Material Safety Data Sheets (MSDS).
 - Printed materials or forms required by applicable federal, state and local regulations.
 - Other relevant information concerning the services provided at customer's facility.

Zones to be Inspected During Regular Service Visits

- Building's outside perimeter up to 10 feet
- Loading Docks/ Trash Areas
- Common Areas/ Entry ways
- Hallways/ Stairs
- Lunchrooms/ Kitchens
- Dormitories
- Restrooms
- Maintenance Areas
- Basement
- Mechanical Rooms
- Elevator Rooms & Pits
- Structural Voids/ Tunnels
- Exterior Windows
- Garages & Parking Areas

Covered Pests-

Pests shall include but is not limited to- ants (all species), cockroaches, stored product pests (including pantry and fabric pests), spiders, fleas, filth flies, stinging insects and occasional invaders such as crickets and ground beetles, as well as rodents.

IPM

IPM stands for Integrated Pest Management and refers to an established program of inspecting for pests and conditions conducive to pest activity. Recommendations are made on corrections to sanitation and structural conditions and a proactive program including treatment for insects and equipment placement for rodents is required.

Integrated Pest Management (IPM) is one approach companies are taking to reduce product application. But, alone, it doesn't go far enough to ensure **both low-impact and pest-free results**. While Ecolab's comprehensive pest elimination programs incorporate the most effective elements of an integrated approach, **we leverage advanced science and innovation to take performance and efficacy to the next step**. We continually introduce enhanced products and protocols to improve the positive impact of our programs, while upholding our uncompromising goal to deliver total pest elimination for our customers.

- Proactive, outside-in approach includes frequent inspection and monitoring to help prevent pest activity and minimize product use.
- Use of non-chemical solutions and technologies wherever possible helps reduce environmental impact.
- Continuous scientific research and testing produce reduced-risk and low-impact solutions with improved efficacy.
- Non-pesticide programs help prevent pest entry by eliminating access points.

Although non-chemical solutions are utilized whenever possible, pesticides may be required for certain pests under certain conditions. If circumstances exist where a pesticide product is required to achieve results, it is utilized in a targeted fashion to reduce the amount of active ingredient used and to reduce exposure to humans and the environment.

First and foremost, any product must be effective against the target pest. This is proven through laboratory and field testing. Effective products allow for consistent results and less frequent pesticide applications. Effective products also drive service efficiency, reducing overall costs to customers. By utilizing reduced-risk pesticides, the overall impact to the environment is reduced and safety to our associates and customers is enhanced.

- ▲ Examples of reduced-risk insecticides utilized by Ecolab in our service include our proprietary Ecolab Contact Formula-CR which targets German cockroaches in kitchens. This is an EPA exempt insecticide (considered reduced risk by the U.S. EPA) with proven high efficacy against cockroaches.
- ▲ Other reduced-risk products that are used routinely in our service include Ecolab's proprietary ECO2000 baits, Advion Cockroach Gel bait and boric acid dust.

In addition to non-chemical solutions for rodents, non-toxic monitoring baits may be used and replaced with rodenticide only after feeding activity has been detected. Ecolab continues to invest in scientific research and testing to produce reduced-risk and low-impact solutions with improved efficacy

Scope of Service & Service Protocols

It is crucial to note that Ecolab does not charge for any additional Extra Service Requests (ESR's).

Being that our Service Specialists do not get paid for additional services request for covered pest, the Service Specialist will make sure that they fulfill the task with service excellence every visit.

Sanitation and Structural Inspection

A systematic sanitation and structural inspection will be conducted on each service visit and findings will be included in the service report. All service areas listed in the "Service Frequency and Communication" section of this document will be inspected. Inspection details will include covered pest activity found (including type of pest), along with structural and/or sanitation conditions that may

contribute to pest activity or infestation. Ecolab will make specific, actionable recommendations for improvements and work closely with management to encourage implementation of these corrections.

Ecolab Cockroach Protection

Ecolab provides the following services for Cockroaches:

- Inspect the facility to locate and record Cockroach activity, harborage sites, and conditions conducive to Cockroach activity.
- We will follow our 4-step protocol of residual, flush, dust and bait.
- In order to fully execute our cockroach protocol, we will need the facility to prepare for service by covering all foodservice surfaces and there should be no staff around during treatment. Ecolab will train your staff on how to prepare for the visit if needed. We will call you 24 hours prior to treating to remind of preparation needed and once treatment is completed, area should remain unoccupied for 2 hours.
- Ecolab will utilize monitoring devices in the kitchen/ food service area, if applicable. These will be checked monthly and serviced as needed.
- In the event of cockroach activity, we will add additional service visits and treatments and continue to follow up every 3-7 days until we eliminate all activity and life stages of the pest. Full prep will be required for these additional services to enable full execution of our protocol.

Ecolab Rodent Protection

Ecolab will execute an Outside-In approach to provide rodent protection based on the biology of rodents. It consists of 3 zones of protection: ("*Rodents*" are house mice, Norway rats and roof rats only):

- Exterior Zone:
 - Inspect the outside perimeter and common areas of a facility to identify signs of Rodent activity, possible entry points and conditions conducive to Rodent activity (both interior and exterior areas of the facility).
 - Install and maintain Rodent devices that include both bait and/or trapping around the outside perimeter of the facility.
 - These devices are in place to suppress exterior rodent pressure
- Introduction Zone:
 - Install and maintain multi-catch devices with a focus on protecting those areas where rodents are likely to enter the facility. These areas include but are not limited to areas of egress.
 - These devices will be inspected and serviced no less than once monthly.
- Interior Zone:
 - As needed, Ecolab will place additional equipment to protect sensitive interior areas of the facility.
 - This equipment will be inspected, cleaned and dated during each inspection.
 - Typically, interior equipment is placed in all food service areas, in break rooms and employee cafeterias, at nursing stations as needed.
 - The interior program flexes to fit existing conditions at any given time. It will change over time.
- Based on survey, Ecolab will estimate the rodent equipment needed for the sites.
- In the event of a catch in the interior zone, an escalation protocol will be implemented. We will conduct a targeted mass trapping campaign that will both snap traps and glue boards.
- We will refresh the targeted trapping every 3rd day until we go two visits without a catch. After that, revert to routine service.

Ecolab Ant & Other Pests Service

Ecolab provides the following services for Ants ("Ants" are all ants other than carpenter or other wood destroying insects, pharaoh and fire) and fleas, filth flies, stinging insects, crickets and ground beetles:

- Visual inspections of the interior and immediate exterior of the facility for signs of Ant activity.
- Targeted product applications, as necessary, to active Ant trails on the interior of the facility and exterior doorways at time of regularly scheduled service. Ecolab will utilize both ant baits and products with residual properties to limit interior ant activity and other insects.
- Actionable recommendations to correct structural or sanitation conditions that may be conducive to insect activity.
- Exterior perimeter treatments will be used for high pest activity notated.

Ecolab Large Fly Program

Ecolab provides the following services for Large Flies ("*Large Flies*" are house, blow and bottle flies):

- ▲ Inspect the facility and identify possible sources and entry points.
- ▲ Interior Services: When determined necessary, provide targeted product applications for likely areas where Large Flies may be found.
- ▲ Exterior Services: Provide product targeted product applications in dumpster area and facility entry points.

The partnership and collaboration between STATE OF NEBRASKA will be critical to manage structural and sanitation issues and ensure resolution to eliminate pest issues.

Additionally, Ecolab will establish regular meetings with STATE OF NEBRASKA appropriate stakeholders and Ecolab management on a minimum of quarterly (more often as needed or requested). These meetings will include an executive business review to discuss services, trends, and identify repetitive structural and sanitation issues. The goal of these meetings is to ensure proper quality, communication and to mitigate risk.

Additional Services and Programs (Priced Individually Outside Standard Scope of Work)-

Ecolab Bird Exclusion

Ecolab provides integrated bird management programs to utilize various deterrents including netting, destabilizing coils, rods, posts, wires, trapping and other non-lethal deterrent methods. If customer requests bird exclusion work/ netting, the scope of those services and the applicable fees will be more particularly set forth in a separate services agreement to be signed by the parties before services are rendered. Pricing for these vary greatly and will be priced based on survey.

Ecolab Termite Program

Our proven program eliminates the source of infestation and helps prevent future termite infestations. Ecolab will conduct a thorough inspection of the facility for evidence of termite activity and/or conditions conducive for termite infestation. If warranted, Ecolab will provide integrated termite service options that may include the use of termite monitors, baits, and/or the use of liquid termiticides. If termite activity is found during an inspection, a separate scope of service will be provided for termite elimination.

Ecolab uses an integrated approach to protecting facilities against subterranean termites. Treatment methods will vary depending upon the intensity of termite activity present inside and outside the structure. Treatment options include:

- ▲ **Spot Treatments:** Spot treatments are used when termite activity is confined to small areas within the structure. These treatments may include the use of liquid termiticides and above ground bait stations.
- ▲ **Barrier Treatment:** Barrier treatments are provided when termite activity is found in many locations within the structure. This treatment consists of establishing or re-establishing a complete barrier around the entire facility. A treatment warranty of up to five years will be available provided annual inspections are performed and the integrity of barrier is verified.
- ▲ **Monitor/Baiting:** A monitor/baiting service will be used when there is termite activity outside the structure. This option provides a perimeter system to reduce activity near the structure and minimize future termite attacks on the structure

Ecolab associates will evaluate the termite situation of each facility and make recommendations as to which method or combination of methods will provide the best structural protection.

Ecolab Bed Bug Programs

Ecolab bed bug elimination protocols are intensive services that prevent or eliminate infestations. The serious nature of bed bug infestations and the financial consequences of ongoing bed bug issues mandate a thorough approach. There is no middle ground when it comes to bed bugs; they must be quickly and effectively eliminated from the infested and surrounding areas to reduce the risk of spreading the problem.

Ecolab's service protocol will entail the following:

- Initial inspection to determine the extent of the infestation. This will include inspecting rooms, furnishings, fixtures and textiles.
- Initial service in the infested room(s) and if appropriate adjacent rooms (including rooms one floor up/ down, as well as those next to).
- Treat all areas conducive to bedbug harborage or breeding
- A 24-hour follow-up service in the infested room(s) to ensure no more live activity exists and provided no activity is seen- the room can be put back into use.
- A 2-week follow-up service in the infested room(s) to ensure all life-stages have been eliminated and that the room is bed bug free.

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: December 9, 2019

To: All Bidders

From: Annette Walton/Julie Schiltz, Buyers
AS Material State Purchasing Bureau

RE: Addendum for Request for Proposal Number 6186 Z1 to be opened January 16, 2019 at 2:00
P.M. Central Time

Questions and Answers

No questions were received for Request for Proposal Number 6186 Z1.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc.1 333 South 7th Street, Suite 1400i Minneapolis, MN 55402-2400 Ecolab	CONTACT NAME: US Centralized Services PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com	FAX (A/C, No): 212-948-5382
	INSURER(S) AFFORDING COVERAGE	
INSURED Ecolab Inc.ii Nalco Company LLCi Nalco Championf 1 Ecolab Placef St. Paul, MN 55102	INSURER A : National Union Fire Ins Co Pittsburgh PA	
	INSURER B : ACE Property and Casualty Insurance Company	
	INSURER C : New Hampshire Insurance Company	
	INSURER D : The Insurance Company of the State of PA	
	INSURER E : American Home Assurance Company	
INSURER F :		NAIC #

COVERAGES **CERTIFICATE NUMBER:** CHI-008461559-26 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL5425808	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 2,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL5425813 (Products)	12/31/2019	12/31/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ -
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000
	OTHER:						GENERAL AGGREGATE \$ 5,000,000
A	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CA9767380 (AOS)	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
I	<input checked="" type="checkbox"/> ANY AUTO			CA9767381 (MA)	12/31/2019	12/31/2020	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA9767382 (VA)	12/31/2019	12/31/2020	BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	XEUG27930426005	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000						AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input checked="" type="checkbox"/>	WC046912744 (AOS)	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC046912747 (CA)	12/31/2019	12/31/2020	E.L. EACH ACCIDENT \$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WC046912749 (FL)	12/31/2019	12/31/2020	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
D	Workers Compensation Cont.			WC046912748 (MA)	12/31/2019	12/31/2020	E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D				WC046912746 (WI) (Incl Stop Gap ND,WA,WY)	12/31/2019	12/31/2020	SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of Nebraska and Certificate Holder are additional insured, primary and noncontributory on the General Liability. Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska.]]

CERTIFICATE HOLDER

State of Nebraska
Administrative Services
Purchasing Bureau
1526 K Street, Suite 130, PO Box 94847
Lincoln, NE 68509-4847

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.[]		NAMED INSURED Ecolab Inc.[] Nalco Company LLC[] Nalco Champion[] 1 Ecolab Place[] St. Paul, MN 55102	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Workers Compensation Cont:[]
Carrier: New Hampshire Insurance Company[]
Policy Number: WCO46912745 (AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT)[]
Effective Date: 12/31/2019[]
Expiration Date: 12/31/2020[]
Limits: Refer to Workers Comp limits on certificate[]

Excess Workers Compensation & Employers Liability Policy:[]
Carrier: National Union Fire Ins Co of Pittsburgh, PA[]
Policy Number XWC5565581 (OH)[]
Effective Date: 12/31/2019[]
Expiration Date: 12/31/2020[]
WC: Statutory Benefits / EL: \$1M/\$1M/\$1M[]
Limits apply excess of \$1M Self-Insured Retention[]

Ecolab Inc.[]
December 31, 2019-2020[]
Certificate Description of Operations Language[]
Named Insured: coverage under the policies shown above apply to Ecolab Inc., its subsidiaries, and business units including but not limited to the following:[]

Ecolab Inc.	Nalco Company LLC	Nalco Champion[]
1 Ecolab Place	1601 West Diehl Road	7705 Highway 90-A[]
St. Paul, MN 55102	Naperville, IL 60563	Sugar Land, TX 77478[]

Chemstar[]	Abednego Environmental Services, LLC	Champion Technologies, Inc.[]
Ecolab Production LLC	Cascade Water	ChampionX Holding Inc.[]
Ecolab USA	ChemStaff	ChampionX LLC.[]
EcoSure	Nalco Industrial Outsourcing	ChampionX USA Inc.[]
Ecovalon, Inc.	Nalco Production LLC	
Food Protection Services LLC	Nalco U.S. 2 Inc.	
Food Safety Specialists, Inc.	Nalco Water[]	
FPS Region 3 LLC	Nalco Water Pretreatment Solutions, LLC	* coverage remains in effect under []
Kay Chemical	Quantum Technical Services, LLC[]	the Ecolab coverages until []
Lobster Ink US, Inc		these businesses are spun-off from []
Microtek Medical, Inc.		Ecolab, at which time coverage by []
Pest Elimination		Ecolab will cease and be replaced []
Research Fumigation Co., LLC		by separate coverage for the[]
Royal Pest Solutions, Inc.		ChampionX businesses.[]
Swisher		

Additional Insured: Where required by written contract executed prior to loss, the certificate holder and any person or organization are included as additional insured on the auto liability, general liability and umbrella liability policies. The following endorsements are attached to the policies shown above:[]



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED Ecolab Inc.¶ Nalco Company LLC¶ Nalco Champion¶ 1 Ecolab Place¶ St. Paul, MN 55102
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	
NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability (Premises/Ongoing Operations) and General Liability (Products/Completed Operations)¶
 Additional Insured-Where Required Under Contract or Agreement CG2010 (Premises); 94954 (Products/Completed Ops)¶
 ¶Additional Insured-Vendors CG2015¶
 Additional Insured-Primary Insurance 74434 (Premises/Ongoing Operations); 94955 (Products/Completed Operations)¶
 General Liability (Premises/Ongoing Operations)¶
 Additional Insured-State of Governmental Agency or Subdivision or Political Subdivision-Permits or Authorizations CG2012¶
 Additional Insured-Lessor of Leased Equipment CG2028¶
 Additional Insured-Owners, Lessees or Contractors-Automatic Status When Requirement in Construction Agreement with You CG2033¶
 Additional Insured-Owners, Lessees or Contractors - Scheduled Person or Organization CG2010¶
 General Liability (Products/Completed Operations)¶
 Additional Insured-Owners, Lessees or Contractors-Completed Operations CG2037¶
 ¶
 Automobile Liability¶
 Additional Insured-Where Required Under Contract or Agreement 87950¶
 Leasor-Additional Insured and Loss Payee CA20010
 Insurance Primary as to Certain Additional Insureds 74445¶
 Waiver of Subrogation: Where required by written contract executed prior to loss, waiver of subrogation is granted on the auto liability, general liability, workers' compensation and umbrella liability policies. The following endorsements are attached to the policies shown above:¶
 General Liability (Premises/Ongoing Operations) and General Liability (Products/Completed Operations): Waiver of Transfer of Rights of Recovery Against Others to Us CG2404¶
 Automobile Liability: Waiver of Transfer of Rights of Recovery Against Others to Us 62897¶
 Workers' Compensation & Employers Liability: Waiver of Our Right to Recover from Others WC000313¶
 ¶
 Notice of Cancellation: The following endorsements are attached to the policies shown above:¶
 General Liability (Premises/Ongoing Operations), General Liability (Products/Completed Operations) and Automobile Liability: Limited Advice of Cancellation to Scheduled Entities 108538¶
 ¶
 Workers' Compensation & Employers Liability: Limited Advice of Cancellation Provided Via Email to Entities Other Than the Named Insured WC990056¶
 ¶
 Pesticide or Herbicide Applicator Coverage CG2264 is attached to the general liability (premises) liability policy shown above¶
 ¶
 Blended Pollution Endorsement is attached to the general liability (premises) policy shown above¶
 ¶
 Waiver of Governmental Immunity Endorsement CG2414 is attached to the general liability (premises) policy shown above¶
 ¶
 Alternate Employer Endorsement WC000301, WC000301A are attached to the workers' compensation policies shown above¶
 ¶
 Longshore and Harbor Workers' Compensation Act Coverage Endorsement WC000106A is attached to the workers' compensation policies shown above¶
 ¶
 Maritime Coverage Endorsement WC000201B (Jones Act) is attached to the workers' compensation policies shown above.¶
 ¶
 Outer Continental Shelf Lands Act Coverage Endorsement WC000109C is attached to the workers' compensation policies shown above.¶
 ¶
 Umbrella SIR of USD\$1M is applicable only to General or Products Liability first loss after primary limits are exhausted.¶
 ¶
 Umbrella POLICY TERRITORY IS WORLDWIDE. As respects the U.S., Umbrella is excess of general liability, auto liability, and employers' liability primary coverages. As respects Canada and other countries, coverage applies excess of a retained amount of USD\$5 million per occurrence for general liability, products liability, employer's liability and auto liability. This retained limit can be satisfied either through insurance or paid by Ecolab.¶
 Limits shown are in US Dollars (USD)¶
 The insurance evidenced herein and in the referenced policies is not intended to provide coverage beyond that required by written contract, beyond the Named Insured's indemnification obligations or at law.¶

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6186 Z1

Form A should be completed and submitted with each response to this solicitation. 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:	Ecolab Inc. dba Ecolab Pest Elimination
Bidder Address:	2750 Blue Water Rd. Ste 225 Eagan, MN 55121
Contact Person & Title:	Dale Mrozinski, Government Sales Analyst
E-mail Address:	gov.sales@ecolab.com
Telephone Number (Office):	(952) 852-0958
Telephone Number (Cellular):	n/a
Fax Number:	(651) 308-5429

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:	Ecolab Inc. dba Ecolab Pest Elimination
Bidder Address:	2750 Blue Water Rd. Ste 225 Eagan, MN 55121
Contact Person & Title:	Theresa Foss, AVP Government Sales, Pest Elimination
E-mail Address:	theresa.foss@ecolab.com
Telephone Number (Office):	(952) 852-0942
Telephone Number (Cellular):	(303) 523-6279
Fax Number:	(651) 308-5429

NEBRASKA

Good Life. Great Roots.

DEPARTMENT OF AGRICULTURE



Mr. Roger Lange
District Manager
Ecolab Pest Elimination
1703 N St.
Aurora, NE 68818

December 5, 2019

Dear Mr. Lange:

This letter provides information regarding the business license provisions of the Nebraska Pesticide Act and Pesticide Regulations.

In the State of Nebraska, the only corporate business license required by statute or regulation is for those companies or individuals engaged in the aerial application of pesticides. There are no provisions for any other business license under the Act or Regulations, therefore, companies or individual engaged in structural pest control are not required to obtain or possess a business license.

Tim Creger
NEBRASKA DEPARTMENT OF AGRICULTURE

A handwritten signature in black ink that reads "Tim Creger".

Pesticide/Fertilizer Program Manager

Greg Ibach, Director

Department of Agriculture

P.O. Box 94947 OFFICE 402-471-2341 FAX 402-471-6876
301 Centennial Mall South
Lincoln, Nebraska 68509

nda.nebraska.gov

LICENSES FOR STATE OF NEBRASKA-

Nebraska Department of Agriculture
Pesticide Applicator License

The person named on this card is licensed to purchase and use restricted use pesticides. Categories apply only to commercial and noncommercial applicators.

Kyle D Rohde
Applicator Signature

KYLE D ROHDE
1300 GREEN STREET
YANKTON, SD 57078

Applicator ID: NEB 084511 R License Type: Commercial

Licensed Categories: 08 11 14 Licensed Thru: 2/29/2020

Categories of commercial and noncommercial application of restricted use pesticides:
 01. Agricultural Pest Control - Plant
 01a. Fumigation of Soil
 02. Agricultural Pest Control - Animal
 03. Forest Pest Control
 04. Ornamental and Turf Pest Control
 05. Aquatic Pest Control
 05S. Sewer Root Control
 06. Seed Treatment
 07. Right-of-Way Pest Control
 08. Structural/Health Pest Control
 08W. Wood Destroying Organisms
 09. Public Health Pest Control
 09C. Chlorine Products
 10. Wood Preservation
 11. Fumigation
 12. Aerial Pest Control
 14. Wildlife Damage Control
 REG - Regulatory sub-category
 D/R - Demonstration/Research sub-category

The Poison Center, Omaha
Pesticide Accident Hotline
NE State Patrol
NE Dept. of Agriculture
1-800-955-9119
1-800-424-9300
1-800-325-5555
1-877-800-4080

Nebraska Department of Agriculture
Pesticide Applicator License

The person named on this card is licensed to purchase and use restricted use pesticides. Categories apply only to commercial and noncommercial applicators.

Jody C Hayes
Applicator Signature

JODY C HAVES
5716 5TH 148TH PLZ
OMAHA, NE 68137

Applicator ID: NEB 109329 License Type: Commercial

Licensed Categories: 08 Licensed Thru: 4/15/2021

Categories of commercial and noncommercial application of restricted use pesticides:
 01. Agricultural Pest Control - Plant
 01a. Fumigation of Soil
 02. Agricultural Pest Control - Animal
 03. Forest Pest Control
 04. Ornamental and Turf Pest Control
 05. Aquatic Pest Control
 05S. Sewer Root Control
 06. Seed Treatment
 07. Right-of-Way Pest Control
 08. Structural/Health Pest Control
 08W. Wood Destroying Organisms
 09. Public Health Pest Control
 09C. Chlorine Products
 10. Wood Preservation
 11. Fumigation
 12. Aerial Pest Control
 14. Wildlife Damage Control
 REG - Regulatory sub-category
 D/R - Demonstration/Research sub-category

The Poison Center, Omaha
Pesticide Accident Hotline
NE State Patrol
NE Dept. of Agriculture
1-800-955-9119
1-800-424-9300
1-800-325-5555
1-877-800-4080

Nebraska Department of Agriculture
Pesticide Applicator License

The person named on this card is licensed to purchase and use restricted use pesticides. Categories apply only to commercial and noncommercial applicators.

James R Hecht
Applicator Signature

JAMES R HECHT
5543 CANTERBURY LN
LINCOLN, NE 68512

Applicator ID: NEB 090990 License Type: Commercial

Licensed Categories: 14 07 08 08W 11 Licensed Thru: 4/15/2022

Categories of commercial and noncommercial application of restricted use pesticides:
 01. Agricultural Pest Control - Plant
 01a. Fumigation of Soil
 02. Agricultural Pest Control - Animal
 03. Forest Pest Control
 04. Ornamental and Turf Pest Control
 05. Aquatic Pest Control
 05S. Sewer Root Control
 06. Seed Treatment
 07. Right-of-Way Pest Control
 08. Structural/Health Pest Control
 08W. Wood Destroying Organisms
 09. Public Health Pest Control
 09C. Chlorine Products
 10. Wood Preservation
 11. Fumigation
 12. Aerial Pest Control
 14. Wildlife Damage Control
 REG - Regulatory sub-category
 D/R - Demonstration/Research sub-category

The Poison Center, Omaha
Pesticide Accident Hotline
NE State Patrol
NE Dept. of Agriculture
1-800-955-9119
1-800-424-9300
1-800-325-5555
1-877-800-4080

Nebraska Department of Agriculture
Pesticide Applicator License

The person named on this card is licensed to purchase and use restricted use pesticides. Categories apply only to commercial and noncommercial applicators.

Alan G Helms
Applicator Signature

ALAN G HELMS
1213 WILLOW
NORTH PLATTE, NE 69101

Applicator ID: NEB 091012 License Type: Commercial

Licensed Categories: 11 08 08W Licensed Thru: 4/15/2022

Categories of commercial and noncommercial application of restricted use pesticides:
 01. Agricultural Pest Control - Plant
 01a. Fumigation of Soil
 02. Agricultural Pest Control - Animal
 03. Forest Pest Control
 04. Ornamental and Turf Pest Control
 05. Aquatic Pest Control
 05S. Sewer Root Control
 06. Seed Treatment
 07. Right-of-Way Pest Control
 08. Structural/Health Pest Control
 08W. Wood Destroying Organisms
 09. Public Health Pest Control
 09C. Chlorine Products
 10. Wood Preservation
 11. Fumigation
 12. Aerial Pest Control
 14. Wildlife Damage Control
 REG - Regulatory sub-category
 D/R - Demonstration/Research sub-category

The Poison Center, Omaha
Pesticide Accident Hotline
NE State Patrol
NE Dept. of Agriculture
1-800-955-9119
1-800-424-9300
1-800-325-5555
1-877-800-4080

Nebraska Department of Agriculture
Pesticide Applicator License
The person named on this card is licensed to purchase and use restricted use pesticides. Categories apply only to commercial and noncommercial applications.

Kelly B. Jensen
with this license

KELLY B JENSEN
2595 EAST 106 ST
KEARNEY, NE 68847

Applicator ID: **NEB 102723**
License Type: **Commercial**

Licensed Categories: **11 14 08 08W**
Licensed Thru: **4/15/2021**

- Categories of commercial and noncommercial applications of restricted use pesticides:
- | | |
|--|---|
| 01. Agricultural Pest Control - Plant | 08. Structural/Health Pest Control |
| 01a. Fumigation of Soil | 08W. Wood Destroying Organisms |
| 02. Agricultural Pest Control - Animal | 09. Public Health Pest Control |
| 03. Forest Pest Control | 09C. Chlorine Products |
| 04. Ornamental and Turf Pest Control | 10. Wood Preservation |
| 05. Aquatic Pest Control | 11. Fumigation |
| 05S. Sewer Root Control | 12. Aerial Pest Control |
| 06. Seed Treatment | 14. Wildlife Damage Control |
| 07. Right-of-Way Pest Control | REG - Regulatory sub-category |
| | D/R - Demonstration/Research sub-category |
- The Poison Center, Omaha: 1-800-955-9119
Pesticide Accident Hotline: 1-800-424-9300
NE State Patrol: 1-800-525-5555
NE Dept. of Agriculture: 1-877-800-4080

Nebraska Department of Agriculture
Pesticide Applicator License
The person named on this card is licensed to purchase and use restricted use pesticides. Categories apply only to commercial and noncommercial applications.

Leonard L. Musil
with this license

LEONARD L MUSIL
73 P ROAD
ADAMS, NE 68301

Applicator ID: **NEB 002670**
License Type: **Commercial**

Licensed Categories: **11 08 08W**
Licensed Thru: **4/15/2021**

- Categories of commercial and noncommercial applications of restricted use pesticides:
- | | |
|--|---|
| 01. Agricultural Pest Control - Plant | 08. Structural/Health Pest Control |
| 01a. Fumigation of Soil | 08W. Wood Destroying Organisms |
| 02. Agricultural Pest Control - Animal | 09. Public Health Pest Control |
| 03. Forest Pest Control | 09C. Chlorine Products |
| 04. Ornamental and Turf Pest Control | 10. Wood Preservation |
| 05. Aquatic Pest Control | 11. Fumigation |
| 05S. Sewer Root Control | 12. Aerial Pest Control |
| 06. Seed Treatment | 14. Wildlife Damage Control |
| 07. Right-of-Way Pest Control | REG - Regulatory sub-category |
| | D/R - Demonstration/Research sub-category |
- The Poison Center, Omaha: 1-800-955-9119
Pesticide Accident Hotline: 1-800-424-9300
NE State Patrol: 1-800-525-5555
NE Dept. of Agriculture: 1-877-800-4080

Nebraska Department of Agriculture
Pesticide Applicator License
The person named on this card is licensed to purchase and use restricted use pesticides. Categories apply only to commercial and noncommercial applications.

Jesse L. Olson
with this license

JESSE L OLSON
808 DEVON DRIVE
PAPILLION, NE 68046

Applicator ID: **NEB 093269**
License Type: **Commercial**

Licensed Categories: **11 08 08W**
Licensed Thru: **4/15/2020**

- Categories of commercial and noncommercial applications of restricted use pesticides:
- | | |
|--|---|
| 01. Agricultural Pest Control - Plant | 08. Structural/Health Pest Control |
| 01a. Fumigation of Soil | 08W. Wood Destroying Organisms |
| 02. Agricultural Pest Control - Animal | 09. Public Health Pest Control |
| 03. Forest Pest Control | 09C. Chlorine Products |
| 04. Ornamental and Turf Pest Control | 10. Wood Preservation |
| 05. Aquatic Pest Control | 11. Fumigation |
| 05S. Sewer Root Control | 12. Aerial Pest Control |
| 06. Seed Treatment | 14. Wildlife Damage Control |
| 07. Right-of-Way Pest Control | REG - Regulatory sub-category |
| | D/R - Demonstration/Research sub-category |
- The Poison Center, Omaha: 1-800-955-9119
Pesticide Accident Hotline: 1-800-424-9300
NE State Patrol: 1-800-525-5555
NE Dept. of Agriculture: 1-877-800-4080

Nebraska Department of Agriculture
Pesticide Applicator License
The person named on this card is licensed to purchase and use restricted use pesticides. Categories apply only to commercial and noncommercial applications.

Ryan A. Parks
with this license

RYAN A PARKS
1503 LAWNSDALE AVE
O NEILL, NE 68763

Applicator ID: **NEB 104671**
License Type: **Commercial**

Licensed Categories: **08 14 08W 11**
Licensed Thru: **4/15/2022**

- Categories of commercial and noncommercial applications of restricted use pesticides:
- | | |
|--|---|
| 01. Agricultural Pest Control - Plant | 08. Structural/Health Pest Control |
| 01a. Fumigation of Soil | 08W. Wood Destroying Organisms |
| 02. Agricultural Pest Control - Animal | 09. Public Health Pest Control |
| 03. Forest Pest Control | 09C. Chlorine Products |
| 04. Ornamental and Turf Pest Control | 10. Wood Preservation |
| 05. Aquatic Pest Control | 11. Fumigation |
| 05S. Sewer Root Control | 12. Aerial Pest Control |
| 06. Seed Treatment | 14. Wildlife Damage Control |
| 07. Right-of-Way Pest Control | REG - Regulatory sub-category |
| | D/R - Demonstration/Research sub-category |
- The Poison Center, Omaha: 1-800-955-9119
Pesticide Accident Hotline: 1-800-424-9300
NE State Patrol: 1-800-525-5555
NE Dept. of Agriculture: 1-877-800-4080

Nebraska Department of Agriculture
Pesticide Applicator License

Mike R. Proski

MIKE R PROSOSKI
102 3RD STREET
FULLERTON, NE 68638-9534

Applicator ID: NEB 069210
License Type: Commercial

Licensed Categories:
07 11 14 08 08W

Licensed Thru:
4/15/2021

- Categories of commercial and noncommercial applicators of restricted use pesticides:
- | | |
|--|--|
| 01. Agricultural Pest Control - Plant | 09. Structural/Health Pest Control |
| 01a. Fertilization of Soil | 09W. Wood Destroying Organisms |
| 02. Agricultural Pest Control - Animal | 09. Public Health Pest Control |
| 03. Forest Pest Control | 09C. Chlorine Products |
| 04. Ornamental and Turf Pest Control | 10. Wood Preservation |
| 05. Aquatic Pest Control | 11. Fumigation |
| 05a. Sewer Root Control | 12. Aerial Pest Control |
| 06. Seed Treatment | 14. Wildlife Damage Control |
| 07. Right-of-Way Pest Control | REG - Regulatory sub-category |
| | DR - Demonstration/Research sub-category |

The Pesticide Center, Omaha
Pesticide Accident Hotline: 1-800-955-9119
NE State Patrol: 1-800-424-9300
NE Dept. of Agriculture: 1-800-525-3555
1-877-800-4080

NEBRASKA

Good Life. Great Roots.

DEPARTMENT OF AGRICULTURE

NEBRASKA DEPARTMENT OF AGRICULTURE

PESTICIDE APPLICATORS

Applicator ID: NEB081281
Applicator Type: Commercial

Expiration Date: 04/15/2020

Name: WETZEL, BRUCE D
Address: 11517 MEREDITH CIR
City, State, Zip: OMAHA, NE 68164
County: DOUGLAS

Applicator Categories:

- 01 - Ornamental and Turf Pest Control
- 07 - Right-of-Way Pest Control
- 08 - Structural and Health-Related Pest Control (residential or commercial)
- 8W - Wood Destroying Organisms
- 11 - Fumigation

Nebraska Department of Agriculture
Pesticide Applicator License

Brett A Wilkins

RETT A WILKINS
900 RAMELLE DR
COUNCIL BLUFFS, IA 51501

Applicator ID: IEB 084947
License Type: Commercial

Licensed Categories: 8 08W 11
Licensed Thru: 12/31/2019

Categories of commercial and noncommercial applicators of restricted use pesticides:

01. Agricultural Pest Control - Plant	08. Structural/Health Pest Control
01a. Fertilization of Soil	08W. Wood Destroying Organisms
02. Agricultural Pest Control - Animal	09. Public Health Pest Control
03. Forest Pest Control	09C. Chlorine Products
04. Ornamental and Turf Pest Control	10. Wood Preservation
05. Aquatic Pest Control	11. Fumigation
05a. Sewer Root Control	12. Aerial Pest Control
06. Seed Treatment	14. Wildlife Damage Control
07. Right-of-Way Pest Control	REG - Regulatory sub-category
	DR - Demonstration/Research

The Pesticide Center, Omaha: 1-800-955-9119
Pesticide Accident Hotline: 1-800-424-9300
NE State Patrol: 1-800-525-3555
NE Dept. of Agriculture: 1-877-800-4080

Nebraska Department of Agriculture
Pesticide Applicator License

CHRISTOPHER L LANE
1028 MAIN ST
BAYARD, NE 69334

Applicator ID: NEB 107459
License Type: Commercial

Licensed Categories: 08
Licensed Thru: 4/15/2021

Nebraska Department of Agriculture
Pesticide Applicator License

The person named on this card is licensed to purchase and use restricted use pesticides. Categories apply only to commercial and noncommercial applicators.

DOUG L PRINCE
1926 NEBRASKA AVE
YORK, NE 68467

Applicator ID
NEB 074913

License Type
Commercial

Licensed Categories
11 14 08 08W

Licensed Thru
4/15/2020



Authorized Signature

Categories of commercial and noncommercial applicators of restricted use pesticides:

01. Agricultural Pest Control - Plant	08. Structural/Health Pest Control
01a. Fumigation of Soil	08W. Wind Destroying Organisms
02. Agricultural Pest Control - Animal	09. Public Health Pest Control
03. Forest Pest Control	09C. Chlorine Products
04. Ornamental and Turf Pest Control	10. Wood Preservation
05. Aquatic Pest Control	11. Fumigation
05S. Sewer Root Control	12. Aerial Pest Control
06. Seed Treatment	14. Wildlife Damage Control
07. Right-of-Way Pest Control	REG - Regulatory sub-category
	DR - Demonstration/Research sub-category

The Poison Center (Omaha) 1-800-955-9119
Pesticide Accident Hotline 1-800-424-9300
NE State Patrol 1-800-525-5355
NE Dept. of Agriculture 1-877-800-4080

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank. Ecoblab Inc.	
2 Business name/disregarded entity name, if different from above Ecoblab Pest Elimination	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>D</u> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 26252 Network Place	Requester's name and address (optional)
6 City, state, and ZIP code Chicago, IL 60673-1262	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
4	1	-	0	2	3	1	5	1	0

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/1/2020</u>
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.