



Commercial - Industrial - Residential
3131 Halvor Lane
Superior, WI 54880

Original Document

Solicitation #RFP 6186 Z1

**State Purchasing Bureau
1526 K Street Ste 130
Lincoln, NE 68508
402-471-6500
Annette Walton/Julie Schiltz**

Opening Date and Time January 16th, 2020 2:00 p.m. CST

Scott Paulson

12/11/2019

Scott Paulson
Guardian Pest Solutions, Inc.
3131 Halvor Lane
Superior, WI 54880
1-800-777-4616
spaulson@guardian-online.com

3131 Halvor Lane, Superior WI 54880
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Addendum
1

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: December 9, 2019

To: All Bidders

From: Annette Walton/Julie Schiltz, Buyers
AS Materiel 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.

SP
12/11/2019

Schedule of Events

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

B. NOTIFICATION

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

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:
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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:
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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:
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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:
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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:
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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:
SP			

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:
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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:
SR			

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:
SR			

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:
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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:
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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:
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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:
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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:
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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:
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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:
			

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:
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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:
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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:
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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:
SP			

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:
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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:
SP			

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:
SP			

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:
SP			

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:
SP			

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:
SP			

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:
SR			

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:
SR			

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:
SR			

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:
SR			

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:
SP			

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:
SP			

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:
SR			

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.

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-Prepylpiperonyl 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**

**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:	Guardian Pest Solutions, Inc.
Bidder Address:	3131 Halvor Lane Superior, WI 54880
Contact Person & Title:	Scott Paulson Sales Manager
E-mail Address:	Spaulson@guardian-online.com
Telephone Number (Office):	800-777-4616
Telephone Number (Cellular):	612-968-1958
Fax Number:	218-722-2286

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:	Guardian Pest Solutions, Inc.
Bidder Address:	3131 Halvor Lane Superior, WI 54880
Contact Person & Title:	Scott Paulson Sales Manager
E-mail Address:	Spaulson@guardian-online.com
Telephone Number (Office):	800-777-4616
Telephone Number (Cellular):	612-968-1958
Fax Number:	218-722-2286

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.

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

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

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

FIRM:	Guardian Pest Solutions, Inc.
COMPLETE ADDRESS:	3131 Halwar Lane, Superior WI 54880
TELEPHONE NUMBER:	800 777 4616
FAX NUMBER:	218 722 2286
DATE:	11/21/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Scott Paulson Sales Manager



Commercial - Industrial - Residential
3131 Halvor Lane
Superior, WI 54880

Integrated Pest Management

Contents:

Section 1. Purpose

Section 2. Policy

Section 3. Definitions

Section 4. Procedures and Responsibilities

Section 5. Changes to this Policy

Section 1. Purpose.

The purpose of this policy is to direct all activities of Guardian Pest Solutions, Inc Service Specialists that manage pests or nuisance plants to do so in an environmental sensitive manner while solving pest infestation that have health, safety and economic loss concerns.

The policy is intended to provide a fundamental guideline for pest and vegetation management that will protect non-target organisms as well as human health and decrease the volume and toxicity of pesticides used.

Section 2. Policy.

With established specific pest management procedures, Guardian Pest Solutions, Inc Service Specialists shall keep all decisions consistent with the principles of integrated pest management (IPM), whenever appropriate. Additionally, if pesticides are used in the course of implementing an IPM approach, toxicity, including possible effects on non-target organisms shall be considered in the selection and application of products.



Commercial - Industrial - Residential
3131 Halvor Lane
Superior, WI 54880

Section 3. Definitions.

Integrated Pest Management (IPM): a combination of decision-making and action process that employ the most appropriate pest management methods and strategy in conjunction with sanitation practices to minimize pest damage by the most economical and environmental friendly means.

IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control products, is used to meet individual pest management goal.

The elements of Integrated Pest Management include:

- a) Preventing pest problems;
- b) Monitoring for the presence of pests and pest damage;
- c) Establishing the density of the pest population, that may be set at zero, that can be tolerated or correlated with a damage level sufficient to warrant treatment of the problem based on health, safety or economic thresholds;
- d) Treating pest problems to reduce populations below those levels established by damage thresholds using strategies that may include biological, cultural, mechanical, and chemical control methods and that must consider human health, ecological impact, feasibility, and cost-effectiveness; and
- e) Evaluating the effects and efficacy of pest treatments.

IPM program: A program that is developed to implement the Integrated Pest Management Policy. The program includes, but is not limited to, management plans specific to types of sites or pests, training requirements, record keeping and evaluation practices.

Pest: Any insect, rodent, weed, fungus or other form of live organisms that adversely interferes with the human use of same location.

Pesticide: A chemical agent registered as a pesticide by the Environment Protect Agency, which can be an herbicide, insecticide, fungicide or other chemical that repels, changes the regular growth rate of, kills or otherwise reduces levels of a targeted pest or pests.



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Section 4. Procedures and Responsibilities.

The goal of IPM is to achieve satisfactory, economical pest control with minimal or negligible environmental consequences. Control must be considered in terms of both short-term and long-term strategies or objectives. The short-term objective is most often the immediate removal of the current pest infestation. The long-term focuses on preventing a recurrence of the problem. Unlike traditional pest control, which relied almost exclusively on pesticides, IPM integrates all possible methods of pest control including:

Cultural control limits the pest's access to food, water and harborage sites by utilizing sanitation, exclusion and maintenance practices.

Sanitation - Indoors

- Pay special attention to cleaning areas where food is eaten, stored, served, cooked or disposed.
- Keep areas around sinks and toilets dry.
- Clean up spills as they happen.
- Focus cleaning efforts on areas that have more pest problems.
- Remove trash more frequently in problem areas. Empty any trash receptacles that have food or food-related items in them at least daily.
- Maintain building interiors to reduce the areas where pests can hide and to reduce food and water sources.

Sanitation - Outdoors

- Clean areas around dumpsters and outdoor trash receptacles at least weekly.
- Pick up outdoor trash regularly. Too much clutter can interfere with plant and grass growth and food and drink containers will attract wasps and other insects.

Exclusion/Maintenance

Screen all windows that will be opened and keep screening in good repair.

- Caulk or fill all holes and cracks in the walls, around pipes, etc.
- Fix leaky or "sweaty" piping to reduce water supplied to pests.



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- Doors should be tight fitting with weather stripping and door sweeps to keep out crawling pests.
- Use pest resistant, self-closing trash receptacles and dumpsters.

Physical control is another preventative strategy. It includes screens or other barriers, temperature and humidity modification, traps and physical repellents.

Chemical control is used only after all other suitable control strategies are not fully effective or practical. Factors for consideration here include selecting:

1. Pesticides with low toxicity to people and non-target organisms.
2. Application methods (such as baiting or "crack and crevice") and the timing of these applications so that the potential off-site movement or drift of the pesticide, as well as exposure of facility occupants is minimized.

Guardian Pest Solutions, Inc Service Specialists shall focus on inspection and mechanical, physical means before chemical treatment. The choice of using a pesticide will be based on a review of all current pest situations and level of infestation. Cost or staffing considerations alone will not be adequate justification for use of chemical control agents. Person(s) of Guardian's client who is (are) responsible for pest management decision shall be notified and involved in the determination of pesticide use.

Section 5. Changes to this Policy.

IPM promotes learning and adapting based on experience, a process known as adaptive management. Periodic review or emergency situations may result in the need for modifications and additions to this policy and/or the IPM program over time.

Guardian Pest Solutions, Inc Service Specialists and the client shall meet periodically (at least annually) to consider input from either party that has experience implementing the policy and IPM program. The IPM program will be revised or amended as needed, consistent with this policy.



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Superior, WI 54880

References

Company name	Wisconsin Hospitality Group
Address	10930 West Potter Road
Contact person	Ann Giuliani
Telephone number	414-266-5117
E-mail address	Ann.giuliani@whgroup.com
Project description	Full service Integrated pest management program
Length of business relationship	03/2001 - present

Company name	Bemis
Address	1500 East Aurora Ave, DES MOINES, IA 5031
Contact person	Theresa Koziol
Telephone number	515-263-3782
E-mail address	theresa.koziol@bemis.com
Project description	Full service Integrated pest management program
Length of business relationship	10/01/2015 - present



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Company name	St Paul Public Schools
Address	360 Colborne Street, St Paul, MN 55102
Contact person	Matt Babou
Telephone number	651-767-8100
E-mail address	Matt.babou@spps.org
Project description	Full service Integrated pest management program
Length of business relationship	06/2011 - present



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

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 & McLennan Agency LLC 7225 Northland Dr N #300 Minneapolis MN 55428	CONTACT NAME: Lexi Ryan	
	PHONE (A/C, No, Ext): 763-746-8539	FAX (A/C, No): 212-948-9145
E-MAIL ADDRESS: lexi.ryan@marshmma.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Old Republic Insurance Company		24147
INSURER B: XL Insurance America, Inc.		24554
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED **GUARDPEST**

Guardian Pest Solutions Inc
 3131 Halvor Lane
 Superior WI 54880

COVERAGES

CERTIFICATE NUMBER: 850240772

REVISION NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide Cov. <input checked="" type="checkbox"/> Stop Gap EL (ND) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MWC31141219	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB31141419	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Ded \$ 2,500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00064589L19A	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		MWC31141219	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pest Control Errors & Omissions		MWC31141219	1/1/2019	1/1/2020	Limit of Liability \$2M/\$4M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Minnesota and elsewhere in the USA; Liability arising from the application of pesticides.

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

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

Laura Moore

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WORKFORCE
CERTIFICATE OF COMPLIANCE

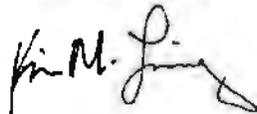
The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **GUARDIAN PEST SOLUTIONS, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **2/12/2018**

Certificate expiration date: **2/11/2022**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100

MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 •

mn.gov/mdhr

EQUIPMENT PRICING. Vendor will supply equipment at no charge upon initial setup and replace equipment as needed during monthly service at no charge. Contract Vendor must specify what equipment is included in their monthly service plan and clearly identify additional chargeable equipment. When an entity is requesting hourly service, the equipment may be chargeable.

When an entity is requesting hourly service, the equipment is chargeable. (Monthly service rates INCLUDE equipment and pesticides.)

ITEM	DESCRIPTION	PRICE
Rodent traps (metal)	Pro Ketch Mouse Trap	\$12.00 each
Rat size glue boards (per pair)	60 RB Rat Glue Board	\$6.00
Mouse size glue boards (per pair)	72 MB Mouse Glue Board	\$2.00
Bait Station - Rat	Rodent Bait Station w/concrete anchor	\$16.00
Bait Station - Mouse	Rodent Bait Station w/concrete anchor	\$16.00
Bait Station - Tamper Resistant	Rodent Bait Station w/concrete anchor	\$16.00
Purge III Clear air aerosol or State Approved Equal	Purge III	\$19.00
Metered aerosol dispenser	Time Mist	\$39.95
Insect Light Trap Rental (per month)	Lease program	\$14.00
Odor units (per month)	Air Scent Still Passive Deodorizer cup	\$0
Gilbert Flying Venus Insect Light Trap or State Approved Equal	Gilbert Flying Venus	\$195.00
UV Light Bulbs	UV Light Bulb	\$14.00 per bulb
Insect Light Trap Service, per light (includes glue board) or State Approved Equal	ILT service (includes glue board)	\$11.00
Pro Ketch Mouse Trap or State Approved Equal	Pro Ketch Mouse Trap	\$12.00
Rodent bait station with concrete anchor	Rodent Bait Station w/concrete anchor	\$16.00
RTU bait station or State Approved Equal	RTU	\$3.00 each
Mouse snap trap	Mouse Snap Trap	\$1.00 each

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.

KEVIN L MATTOX

Applicator ID
NEB 081152

License Type
Commercial

Licensed Categories
08 08W

Licensed Thru
4/15/2020

K. Mattox

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. 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
APPLICATORS****DEPARTMENT OF AGRICULTURE****Applicator ID:** NEB109555 **Expiration Date:** 04/15/2022**Applicator Type:** Commercial**Name:** FORD , ODELL J**Address:** 9312 G COURT**City, State, Zip:** OMAHA, NE 68127-**County:** DOUGLAS**Applicator Categories:**

08 - Structural and Health-Related Pest Control (residential or commercial)

If you have suggestions for new features, please E-Mail us at developer@kellyreg.com.

If you find erroneous data, please e-mail the department at tim.creger@nebraska.gov. We will respond to all inquiries as soon as possible.

Date Last Updated: 8/16/2019

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Tim C
Anim

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.

TRAVIS J PURKEY
1400 S 24TH STREET
LINCOLN, NE 68502

Applicator ID
NEB 095580

License Type
Commercial

Licensed Categories
08

Licensed Thru
4/15/2020

- 01.
- 01a.
- 02.
- 03.
- 04.
- 05.
- 05S.
- 06.
- 07.

Tim Creger, Pesticide Program Manager
Animal and Plant Health Protection

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. 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

thru
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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.

JOSHUA L PLUMB
1022 AVE H
PLATTSMOUTH, NE 68048

Applicator ID
NEB 107466

License Type
Commercial

Licensed Categories
08 08W 09

Licensed Thru
4/15/2021

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. Wood Destroying Organisms |
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