

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

SOLICITATION NUMBER	RELEASE DATE
RFP 6625 Z1	December 21, 2021
OPENING DATE AND TIME	PROCUREMENT CONTACT
February 1, 2022 2:00 P.M. Central Time	Annette Walton/ Joy Fischer

**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 6625 Z1 for the purpose of selecting a qualified Contractor to provide State Capitol Food Service with the availability for other food service/catering opportunities. 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 three (3) years commencing upon notice to proceed The Contract includes the option to renew for three (3) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

A Mandatory Pre-Proposal Conference will be held on January 6, 2022, 2:00 p.m. CT at 1445 K St., Lincoln, NE 68508 Hearing Room 1507.

PUBLIC POSTING NOTICE:

Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.02 to 84-602.0) and in furtherance of public records law, State contracts must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal and response will be posted to a public website managed by DAS, which can be found at

<http://statecontracts.nebraska.gov> And <http://das.nebraska.gov/materiel/index.html>

These postings will include the entire proposal and response. If the bidder wishes to withhold proprietary or other commercial information from disclosure, the bidder must identify the proprietary information, mark the proprietary information according to state law, and submit only the proprietary information in a separate file named conspicuously the words "PROPRIETARY INFORMATION" or if submitting the proposal or response electronically, as a separate electronic file that is named "PROPRIETARY INFORMATION". The bidder may submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its 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 State determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this 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.

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GLOSSARY OF TERMS

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

After Receipt of Order: 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: 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: In a competitive proposal, the final offer submitted which contains the bidder's most favorable terms.

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 or contract 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.

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

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

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

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

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

Contract Administration: The 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 lawfully conducting business in the State who provides goods or services under the terms of a written solicitation.

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

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

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: Individual(s) selected by the requesting agency for the evaluation of a RFP.

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 Destination: The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Free on Board 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.

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

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

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: 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.

Proposal: 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 timely 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.

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.

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 contractor 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

ARO – After Receipt of Order

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

F.O.B. – Free on Board

NIGP – National Institute for Governmental Purchasing

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 State Capitol Food Service with the availability for other food service/catering opportunities at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to 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 / Joy Fischer Procurement Contracts Officers
RFP#: 6625 Z1
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-1428 / 402-471-0974

E-Mail: annette.walton@nebraska.gov / joy.fischer@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 all Central Time
1. Release Solicitation	December 21, 2021
2. Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	January 5, 2022
3. Last day to submit written questions before Mandatory Pre-Proposal	January 5, 2022
4. Mandatory Pre-Proposal Conference Location: Nebraska State Capitol 1445 K St., Lincoln, NE 68508 Hearing Room 1507. <i>* Registration Advisement: Proposals will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet. Potential bidder may either attend in person or send a representative of the company.</i>	Thursday, January 6, 2022 2:00 PM CT
5. Last day to submit written questions after Pre-Proposal Conference	January 10, 2022
6. 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	January 18, 2022
7. Last day to submit "Notification of Intent To Submit a Proposal"	January 31, 2022
8. Virtual Proposal Opening Location: Zoom Meeting (link to attend found in Section I.Q. Proposal Opening	February 1, 2022 2:00 PM Central Time
9. Review for conformance to solicitation requirements	February 2, 2022
10. Evaluation period	February 3, 2022 Through February 10, 2022
11. "Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
12. Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	February 11, 2022
13. Contract finalization period	February 11, 2022 Through February 25, 2022
14. Contract award	February 28, 2022
15. Contractor start date	March 1, 2022

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 6625 Z1; State Capitol Food Service 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. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. 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 ShareFile:

<https://nebraska.sharefile.com/r-rdfaca3f6eff74b45a549dedd34172e6d>

It is recommended that -bidder's submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question
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Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. PRE-PROPOSAL CONFERENCE

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

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

Bidders should notify the POC of their intent to attend by submitting a "Notification of Intent to Attend the Pre-Proposal Conference Form" (see Form B) via ShareFile:
<https://nebraska.sharefile.com/r-r02b68c395ab844cdbc604556d313c2f2>

G. NOTIFICATION OF INTENT TO SUBMIT A PROPOSAL

Vendors who intend to submit a proposal should complete a "Notification of Intent to Submit a Proposal Form" (see Form C) and submit for the solicitation per the Schedule of Events to ShareFile.
<https://nebraska.sharefile.com/r-rbdc5013045474f4985e39f21da0e7135>

A list of vendors who submitted a Notification of Intent to Submit a Proposal will be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html>.

H. RECYCLING (§81-15,159(d)(2))

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

The State also encourages the use of products utilizing soy or beets, however, the State cannot give a preference for using these products.

I. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (§ 21-2,203 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 of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

J. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject 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.

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

K. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the 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.

L. SUBMISSION OF PROPOSALS

The State is accepting only electronically submitted responses. The State will not accept proposals by email, voice, or telephone.

Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP is received electronically and submitted by the date and time indicated in the Schedule of Events. Proposals must be submitted via ShareFile by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP 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 RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

1. Bidders must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

Proposal submission link <https://nebraska.sharefile.com/r-rcfc198ae00ec46a58f9b39920c233979>

- a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.

- b. **ELECTRONIC PROPOSAL FILE NAMES**

The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:

 - i. RFP 6625 Z1, Company Name, Description of Service
 - ii. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6625 Z1 Company Name, File 1 of 2.
 - iii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6625 Z1 Company Name Proposal 1 File 1 of 2.

Proposal responses should include the completed Form A, "Contact Information". The RFP number should be included in all correspondence.

M. 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.

N. 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.

O. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as
 - a. Corrected 6625 Z1 Company Name Proposal #1,
 - b. Corrected 6625 Z1 Company Name Proposal #2, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect product price, quantity, quality, delivery, or contractual conditions.

P. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. The State is not responsible for proposals that are late or lost regardless of cause or fault.

Q. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. 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 first page of solicitation for further details) . Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

Link to attend Virtual Proposal Opening:

<https://us02web.zoom.us/j/84706993772?pwd=Q1EvTUk2V3NITVRMbW9IRC9UckJFQT09>

R. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed in ink or via DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI; and
5. Completed Technical Approach Section V.H Bidder Requirements.

S. EVALUATION COMMITTEE

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

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

T. EVALUATION OF PROPOSALS

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

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

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 bidder signature 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.

Neb. Rev. Stat. §71-8611 allows for a preference with respect to vending facilities in any state-owned building or on any property owned or controlled by the state, priority shall be given to blind persons, except that this shall not apply to the Game and Parks Commission or the University of Nebraska. This priority shall only be given if the product price in the proposal submitted is comparable in price to the product price in the other proposals submitted for similar products sold in a similar building or on similar property and all other components of the proposal for a contract, except for any rent paid to the State, are found to be reasonably

equivalent to other bidders. Blind persons must be licensed by the Commission for the Blind and Visually Impaired pursuant to its rules and regulations.

Therefore, if a blind person submits a proposal in accordance with Neb. Rev. Stat. §71-8611 to a vending services solicitation and has checked "yes" requesting priority/preference to be considered in the award of this contract, the following will need to be completed by the State Purchasing Bureau:

- a. Product Price Comparability Determination;
- b. Reasonably Equivalent Determination on all other components of the proposal, except for "Rent Paid to the State."

Note: For purposes of the Commission for the Blind and Visually Impaired Act per Neb. Rev. Stat. §71-8603, Vending facility means:

- c. Cafeterias, snack bars, cart services, shelters, counters, shelving, display and wall cases, refrigerating apparatus, and other appropriate auxiliary equipment necessary for the vending of articles approved by the office, agency, or person having control of the property on which the vending facility is located; and
- d. Manual or coin-operated vending machines or similar devices for vending articles approved by the office, agency, or person having control of the property on which the vending facility is located;

Evaluation criteria will be released with the solicitation.

U. 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.

V. PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

W. 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 BAFO. 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 BAFO.

X. 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.

Y. 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 bidders; or,
9. Award one or more all-inclusive contracts.

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>

Z. ALTERNATE/EQUIVALENT PROPOSALS

Bidder may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the bidder shall be held liable therefore.

AA. EMAIL SUBMISSIONS

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

BB. 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.

CC. 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. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. 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 VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the 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:

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:

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 electronically, personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at such addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon receipt.

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. PROCUREMENT CONTRACT OFFICER’S (PCO) REPRESENTATIVE

The State reserves the right to appoint a PCO’s Representative to manage [or assist the PCO in managing] the contract on behalf of the State. The PCO’s Representative will be appointed in writing, and the appointment document will specify the extent of the PCO’s Representative authority and responsibilities. If a PCO’s Representative is appointed, the Contractor will be provided a copy of the appointment document and is required to cooperate accordingly with the PCO’s Representative. The PCO’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

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

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the 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. No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change.

H. VENDOR PERFORMANCE REPORT(S)

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

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.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party’s discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

K. NON-WAIVER OF BREACH

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this 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 (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ATTORNEY GENERAL

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.

N. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. 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:

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.

Q. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:

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

T. 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:

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:

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:

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:

The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within six (6) months 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 six (6) months 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
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
COMMERCIAL CRIME		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

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 Purchasing Bureau
 Attn: Annette Walton
 Email: annette.walton@nebraska.gov

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

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

4. DEVIATIONS

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

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach 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.

I. ANTITRUST

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

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

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

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.

K. STATE PROPERTY

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

M. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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.

N. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

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

Contractor certifies it maintains a drug free workplace 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.

P. WARRANTY

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

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. INSPECTION AND APPROVAL

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

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

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

D. RIGHT TO AUDIT

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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this solicitation

A. ADMONITION TO BIDDERS

The United States, Department of Interior has recognized the Nebraska State Capitol (Capitol) as a Registered National Historic Landmark and as such possesses exceptional architectural, historic, and cultural value for our nation. Original building and site finishes, details and furnishings are of the highest quality available, both in material and craftsmanship. The mission of the Office of the Capitol Commission (OCC) is to ensure that all contracts for construction, maintenance and services in the Capitol are performed to a standard at least equal to the quality of original construction. The services to be performed, the specifications, the time and place of performance and any other special items and conditions applicable to the RFP are set forth below and in the attached specifications.

B. PROJECT OVERVIEW

The State of Nebraska represented by the Office of the Capitol Commission (hereinafter referred to as "OCC") is requesting proposals for the operation of the State Capitol Food Service with the availability for other food service/catering opportunities, Lincoln, Nebraska, Monday through Friday, except on holidays.

The Contractor will be required to provide Cafeteria food service for Capitol occupants, State personnel and visitors in a traditional cafeteria-style setting, including a hot line for a daily entrée, side dishes, soups, grill service, a salad bar, and desserts. Contractor will also stock a self-service station with freshly prepared packaged to-go foods, such as sandwiches, salads, snacks, and an assortment of non-alcoholic beverages. The Contractor will provide food items not generally available in vending machines.

The Contractor shall provide management, supervision, and required labor; and plan, schedule, and ensure quality professional services as specified in the contract. The Contractor shall ensure all licenses, city health certifications and inspections are up-to-date and current; and shall adhere to all State and Federal rules/regulations and policies as they pertain to the State Capitol Food Service operation.

The Capitol Cafeteria and Kitchen, herein called the Capitol Food Service Facilities, includes approximately 3,100 square feet on the first floor of the Capitol consisting of approximately 1,500 square feet of dining and approximately 1,600 square feet of cashier, serving and fryer stations and a prep area. The Capitol Food Service Facilities also include approximately 1,700 square feet of kitchen space in the basement of the Capitol consisting of Kitchen equipment, shelving for food and kitchen supplies, walk-in refrigeration/freezer, storage, food preparation and dish washing areas.

The Capitol Food Service Facilities have recently been renovated with updated equipment, custom cabinetry, and surfaces.

C. SCOPE OF WORK

1. HOURS OF OPERATION

The minimum operating hours for State Capitol Food Service shall be from 7:30 a.m. to 2:30 p.m., Monday through Friday except on State observed holidays (Identified in Section B).

The Contractor may request a change in the operating hours based on business demands and cost considerations. The operating hours cannot be changed without first obtaining the OCC's written approval, which shall not be unreasonably withheld.

Notifications of change in operation hours or closures shall be posted in a visible location for visitors and occupants at least 3 working days prior to the change or cancellation, except in emergencies.

Cafeteria Service Hours of Operation

Monday-Friday 7:30 am – 2:30 pm

Capitol Open to Public

Monday – Friday 7:30 am – 5:30 pm

Saturday 10:00 am - 5:00 pm

Sunday 1:00 pm – 5:00 pm

Tours Available On the hour (Except at NOON)

Table 1 - State-observed Holidays. All State Offices are closed on these Holidays.

New Year's Day	January 1 (Capitol Closed)	Capitol Closed
Martin Luther King, Jr. Day	Third Monday in January	Open 10:00 a.m. to 5:00 p.m.
President's Day	Third Monday in February	Open 10:00 a.m. to 5:00 p.m.
Arbor Day	Last Friday in April	Open 10:00 a.m. to 5:00 p.m.
Memorial Day	Last Monday in May	Open 10:00 a.m. to 5:00 p.m.
Juneteenth	June 19 th (or the nearest Friday or Monday)	Open 10:00 a.m. to 5:00 p.m.
Independence Day	July 4 (or the nearest Friday or Monday)	Open 10:00 a.m. to 5:00 p.m.
Labor Day	First Monday in September	Open 10:00 a.m. to 5:00 p.m.
Indigenous Peoples Day	Second Monday in October	Open 10:00 a.m. to 5:00 p.m.
Veteran's Day	November 11	Open 10:00 a.m. to 5:00 p.m.
Thanksgiving Day	Fourth Thursday in November	Capitol Closed
Day after Thanksgiving	Friday following Thanksgiving	Capitol Closed
Christmas Day	December 25 (or the nearest Friday or Monday)	Capitol Closed

The hours that the Contractor can access the Capitol Building is addressed in V.3. Access to Premises by Contractor.

2. CATERING AND COURTYARD USE

a. CATERING DURING NORMAL BUSINESS HOURS 8:00am – 5:00pm

- i. The Contractor may perform catering, but such catering shall be secondary to the primary function of providing food service in the Capitol Food Service Facilities.
- ii. The Contractor shall not close off any portion of the dining or service area within the Capitol Food Service Facilities for a catered event during prime meal hours, 11:00 a.m. through 2:00 p.m. Monday through Friday, and shall not at any time close the Capitol Food Service Facilities in its entirety for a catered event during normal operating hours 7:30 am – 2:30 pm.
- iii. Catering in rooms or locations other than the Capitol Food Service Facilities is permitted if the event is requested or sponsored by Capitol agencies, the Legislature, or the Supreme Court. To cater for outside organizations in Legislative meetings rooms the Contractor shall request a copy of the approval from the Legislature or from the Legislative office/Senator sponsoring the event in that space.

b. CATERING AFTER NORMAL BUSINESS HOURS 6:00am – 10:00pm

- i. The Contractor may provide catering functions in the Capitol Food Service Facilities after normal State Capitol Food Service hours, but such functions must be approved in advance in writing by OCC on a State Capitol Food Service Facility Use form.
- ii. After hours catering events will be limited to the dining room and the designated public restrooms. It is the responsibility of the Contractor to notify the event organizer of these restrictions. There shall be no food or beverages allowed in the corridors.
- iii. It is the Contractor's responsibility to monitor attendees to ensure they stay within the open designated areas.

c. COURTYARD USE

- i. The courtyard adjacent to and accessible from the Capitol Food Service Facilities is NOT part of the Capitol Food Service Facilities.
- ii. The courtyard is available for tenants and visitors to enjoy during normal State Capitol Food Service hours 7:30 am – 2:30 pm.
- iii. There are 6 benches in the courtyard. The benches are NOT to be moved or relocated.
- iv. The courtyard shall not be an extension of a catered function. No chairs, tables, serving equipment, and portable heaters or lights are allowed.
- v. Requests to have this courtyard open during other than normal State Capitol Food Service hours must be approved in advance in writing by the OCC on a Capitol Food Service Facilities Use permit form.

- vi. OCC reserves the right to restrict access to the courtyard at any time due to maintenance, construction, safety concerns or other issues.
- d. **CATERING OUTSIDE OF THE CAPITOL AFTER NORMAL BUSINESS HOURS**
 - i. This is an option requiring an alternative proposal outlined in Section V. I.
 - ii. Catering guidelines will be available at the Mandatory Pre-Proposal.

3. ACCESS TO PREMISES BY CONTRACTOR

Guidelines for Contractor access to the Capitol are outlined below. The hours of non-public access will vary based upon the Contractor's Cafeteria Operation Plan.

The Contractor shall provide a list of names and phone numbers of management/supervisors and a separate list of employees that will be working during Cafeteria operational hours. OCC will provide a contact list to the Contractor of key OCC and security personnel. OCC and Contractor contact lists shall be kept current and shared when changes are made.

- a. **GENERAL GUIDELINES: CONTRACTOR EMPLOYEES SHALL NOT:**
 - i. Allow unauthorized individuals access into the Capitol basement, basement kitchen or building during non-public hours.
 - ii. Bring drugs, alcohol, or weapons onto the Capitol grounds.
 - iii. Handle or use any State or other contractor's equipment, telephone, or personal property not associated with the Cafeteria operation.
- b. **PUBLIC HOURS (Monday through Friday, 7:30 a.m. to 5:30 p.m.):**
 - i. During public hours the Contractor, employees, and agents may enter the Capitol using one of the 4 ground floor entrances.
 - ii. The south entrance is the closest to the Capitol Food Service Facilities.
- c. **NON-PUBLIC HOURS (Before or after Public hours and weekends)**
 - i. Access during non-public hours requires authorization and approval by the OCC.
 - ii. The Contractor, Contractor's employees and agents may enter the Capitol Food Service Facilities during non-public times for the purpose of preparing to operate, receiving, or making deliveries.
 - iii. Entry during non-public hours requires an access badge. A request for an access badge shall be submitted and approved by the State. The cost of the initial access badge is \$7.00 and lost/stollen replacement badges are \$15.00 and are the responsibility of the Contractor.
- d. **DELIVERIES TO THE CAPITOL**
 - i. All deliveries to the Capitol must be made during the hours of Monday – Friday, 7:30 a.m. to Noon and 1:00 p.m. to 3:00 p.m. at the south dock (H Street) East drive.
 - ii. The Contractor or their employees shall be available when deliveries are made to allow access at the dock entrance and accept the order.
 - iii. No deliveries other than those that can be hand-carried shall be made at any of the ground floor entrances.
- e. **LOCKS/KEYS TO CAPITOL FOOD SERVICE FACILITIES**
 - i. OCC shall provide two (2) sets of keys to the Capitol Food Service Facilities. Additional keys shall be provided ONLY by OCC at the request and expense of the Contractor.
 - ii. The Contractor agrees not to change or add any locks to any doors or windows in the Capitol Food Service Facilities. If the Contractor desires any changes or additional locks, a written request shall be made to OCC explaining such request. This request must be approved in writing by OCC before any such change will be made by OCC.

4. SIGNS AND SIGNAGE

- a. Contractor will not place or cause to be placed or maintained on or in the Capitol Food Service Facilities, any permanent signs, promotional posters, banners, or similar materials without first obtaining OCC's approval.
- b. The Contractor will first obtain OCC's approval before placing or maintaining any temporary decorations, lettering or advertising matter on the floor, wall, ceiling surfaces, windows, doors, or State-owned equipment of the Capitol Food Service Facilities or other areas of the Capitol.
- c. The Contractor will maintain such approved signs, posters, banners in good condition and repair/replace as needed.

d. All signs and signage will be at the Contractor's expense.

5. STARTING DATE

The effective date of this agreement is listed in the Schedule of Events.

6. PARKING PRIVILEGES

The Contractor will be offered the opportunity to purchase up to two (2) parking permits for Lot "A" directly South of the Capitol upon contract start date. The cost of the parking permits is \$24.00 per month for each permit.

D. BUSINESS REQUIREMENTS

1. CUSTOMER BASE

Current number of employees housed in the Capitol: approximately 1,000.

State Employees housed within 4 blocks of the Capitol: approximately 4,200; registered visitors (including school tour groups) to the Capitol in a year: approximately 100,000.

The heaviest period of business in the Capitol includes the months immediately preceding, during and following the Legislative sessions. Sessions run approximately January through Mid-June in odd numbered years and January through Mid-April in even numbered years.

2. RENT PAYMENTS

The rent amount of \$800 per month shall be made in monthly payments to the State, made payable to the Office of the Capitol Commission (OCC), no later than the first day of the following month beginning with the commencement of the contract.

During the initial 3-year term of the contract, and before each renewal option, the parties shall meet and discuss the intent to renew the contract. After collaboratively reviewing the Monthly Sales Reports, and all other pertinent factors (utility costs, OCC and Capitol Security staff time required, etc.), the parties shall negotiate a reasonable adjustment to the rent amount (either up, down, or remaining static) for the next Renewal Period. Any adjustment in the rent amount shall be reflected in an amendment to the contract.

In the event that the parties cannot agree to a reasonable increase to the rent amount, the rent amount shall be the monthly rate during the initial period plus ten percent of that rate. Nothing in this subsection shall prevent either party from exercising any right to cancel or not renew pursuant to this agreement.

3. CONTRACTOR'S DIRECT OPERATING COSTS OF FOOD SERVICE

The Contractor shall pay all "direct operating costs incurred in connection with State Capitol Food Service, meaning all costs directly attributable to the provision of the State Capitol Food Service. The term includes, but is not limited to, the following costs:

- a. Salaries of the Contractor's personnel;
 - i. General supervision, including hourly and salaried personnel;
 - ii. Labor, including all personnel who are directly involved with the food service operation;
- b. All taxes and fees imposed by federal, state or local authorities in connection with the provision of the State Capitol Food Service;
- c. All food, beverages, supplies, and food service-related expenses necessary for the efficient, economical, and sanitary operation of State Capitol Food Service including, but not limited to, the following:
 - i. Food and beverage inventory and contracts;
 - ii. Supplies, including cleaning supplies;
 - iii. Uniforms, table linen, flowers, and candy;
 - iv. All utensils, cookware, storage, and transport items needed for food preparation and serving;
 - v. Specialty event and catering items;
 - vi. Telephone, data connection, facsimile, printing, and stationary supplies;
 - vii. Point of sale equipment or Cash Register;
 - viii. Bookkeeping and payroll preparation;
 - ix. All food service-related permits and licenses necessary for the proper operation of food services;
 - x. Rent;
 - xi. Grease waste collection and removal; and,

d. Costs for parking if parking is requested.

4. REPORTS AND FINANCIAL STATEMENTS

The Contractor shall provide OCC with a Monthly Sales Report to be completed and delivered by the tenth day of the following month. Such reports shall include at least the following breakdowns: sales and other revenues, food costs, labor costs, supply costs, and other fixed and non-fixed costs, and total profit/loss. Catering costs, if catering is provided, shall be listed separately.

The Contractor shall also provide an annual report for the year within ten days of the end of the contract year.

The Contractor shall maintain accurate and current books and records in connection with the Food Service Operation, including an annual independent review of the financial statements, and shall retain such records for three (3) years. OCC shall have the right to review such records during regular business hours. This will include all vendor invoices, payroll documents, client invoices, cash receipts, sales receipts, independently audited financial statements, and any other Contractor documents, books, and records created by or used for the operation of food service at the State Capitol.

5. POLICY CONTROL

All general and specific policies connected in any way with the Capitol Food Service Facilities will be formulated by OCC and implemented by the Contractor. The Contractor will not cause, by Contractor's own directive, any policy to be set or enacted without proper authorization from OCC.

6. ACCESS BY THE STATE

OCC will always have full access to the food service and preparation area and equipment with or without notice.

7. ANNUAL REVIEW AND SPECIAL MEETINGS

OCC and the Contractor shall meet at least annually to formally review service, pricing, and other operational issues. OCC and the Contractor may meet more often upon request of either party.

8. SMOKING

The Capitol, including the Capitol Food Service Facilities shall be no smoking in its entirety.

E. FACILITY, EQUIPMENT AND SERVICES

1. CAPITOL FOOD SERVICE FACILITIES - MAINTENANCE AND REPAIR OF THE BUILDING

OCC, at its sole expense, shall maintain, in good condition and repair, the exterior and interior portions, including heating and ventilation systems, fume hoods and related ductwork of the Capitol Food Service Facilities. The Contractor shall give OCC timely notice of the necessity for repairs as they come to the attention of the Contractor. Repairs needed because of acts of misuse or neglect by the Contractor, Contractor's employees, agents, invitees, shall be billed to the Contractor by OCC.

All repairs and replacements requested by the Contractor shall be equal in quality to original work and materials and be subject to the OCC's written approval.

The Contractor shall be responsible for maintaining the Capitol Food Service Facilities in as good condition as it exists at the commencement of this contract and maintaining them in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests and comply with all applicable laws, rules and regulations of the State of Nebraska and any governmental unit having jurisdiction over the Capitol Food Service Facilities.

If necessary or required by licensure or regulatory requirements, any equipment and furnishings that need to be moved shall be coordinated with OCC and the Contractor. The Contractor shall be responsible for thoroughly cleaning the floors and wipe down walls from fresh spills and debris.

The Contractor shall provide the Capitol Food Service Facilities with trash receptacles and shall be responsible for removing all refuse to a centrally located refuse area in the basement of the Capitol. OCC shall provide for refuse removal from the Capitol. However, such refuse shall not include grease.

2. STATE OWNED EQUIPMENT, FURNISHINGS, AND INVENTORY

OCC will provide to the Contractor in operational condition, food preparation, food service, and shelving equipment. OCC will make all repairs and replacements of State-owned equipment and furnishings in the Capitol Food Service Facilities.

All production/serving/preparation equipment, tables, chairs, and other movable equipment and furnishings existing at the commencement of the contract is and shall remain the property of the State. OCC will establish a preventative maintenance schedule for the equipment and will coordinate with the Contractor a quarterly assessment of the use and care of the equipment by the Contractor.

The Contractor shall immediately notify OCC of any issues or repairs needed on State equipment, fixtures or furnishings. Any State-owned equipment or furnishing damaged by negligence or improper use or care on the part of the Contractor or Contractor's paid employees or representatives will be repaired or replaced by OCC at the Contractor's expense.

3. STATE EQUIPMENT INVENTORY

Copies of a current Inventory of Equipment, Furnishings, and Tableware will be available to bidders at the Mandatory Pre-proposal Conference and Walk-Through. OCC will review the inventory within 15 days prior to the date of occupancy of the premises by the Contractor. If there are updates to the inventory, a copy will be provided to the Contractor. All State-owned tableware, equipment, etc. shall not be removed from the Capitol premises.

4. REPLACEMENT COSTS AND ANNUAL INVENTORY

OCC will perform an annual inventory and will coordinate all inventory dates with the Contractor. OCC will also perform an inventory upon termination of this contract. OCC will provide copies of all annual inventories to the Contractor.

Upon review of the annual inventory, the Contractor may be asked to replace, within 30 days, any inventory (i.e., flatware, glassware, tableware, equipment, etc.) originally provided by OCC that was lost due to breakage, pilferage, or any other cause that reflects a twenty (20%) difference from the previous year. Replacement purchases will conform exactly to weights, standards patterns, and brands of tableware, glassware, flatware, equipment, and other items originally obtained by OCC. OCC will purchase a reasonable replacement and bill the Contractor.

5. CONTRACTOR OWNED EQUIPMENT, FURNISHINGS

Any additional equipment and/or furnishings required by the Contractor in the operation of the Capitol Food Service Facilities shall be the responsibility of the Contractor at Contractor's expense.

The cost of a utility extension or connection to additional equipment and/or furnishings requested by the Contractor shall be approved and overseen by OCC at the Contractor's expense.

Any cost of repair or replacement of Contractor owned equipment shall be borne by the Contractor.

The Contractor will provide the Point-of-Sale or Cash Register equipment.

6. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS

It is the intent of OCC that the appearance and décor of the Capitol Food Service Facilities remain substantially as is, which is patterned after the original appearance of the facility in 1930.

The Contractor shall not make any unapproved additions, alterations, or improvements in or to the Capitol Food Service Facilities, including, but not limited to the installation of fixtures, appliances, or equipment or the painting or changing of the Capitol Food Service Facilities or any part thereof.

Should the Contractor desire additions, alterations, or improvements, Contractor may submit a written request to the OCC outlining the need and desire for such changes. This request must be approved in writing by OCC before any such change may be made. OCC will choose the contractor and manage the project. If approved, the cost of any additions, alterations or improvements shall be borne by the Contractor unless otherwise agreed upon between the parties.

All additions, alterations and improvements requested by the Contractor, authorized by the Office of the Capitol Commission, and made shall become the property of OCC upon the expiration or termination of the contract. However, OCC may require the removal at Contractor's expense, any such additions, alterations, or improvements at the end of the contract term or any renewal thereof.

7. UTILITIES

The Capitol Food Service Facilities rent includes heating, air circulation and air conditioning service to the same extent as provided to building spaces. OCC shall further provide electrical power, natural gas, water, and sewer connections, and access to the State Internet and telephone providers.

Rent does not include the cost of telephone, internet, or any provider other than the State’s providers. Use of any outside provider needs to be requested/approved by the OCC.

8. SANITATION

- a. Sanitation standards commensurate with most strict city or state certification at all times.
- b. The Contractor will be responsible for the cleaning and sanitation of food preparation areas, the main serving area, additional serving areas, and restrooms located in the basement Kitchen
- c. OCC will assume responsibility of removing stains and painting the walls and ceilings, cleaning Venetian blinds, and windows. OCC will be responsible for pest control services within the food service area. The Contractor is responsible for any and all fees paid by OCC for pest control services if the need for such pest control services is attributable to or arising out of the acts or omissions of the Contractor.
- d. The Contractor and a designated representative from the Capitol maintenance staff will meet quarterly to jointly inspect equipment, review preventative maintenance schedules, and review equipment cleaning and maintenance practices of the Contractor staff.
- e. Designated responsibilities of each party are listed below in Table 2. Responsibility Matrix, and any omission from this list does not constitute waiver of responsibility by either party.
- f. OCC will review and make recommendations for daily cleaning and care of the wood dining room tables and chairs.

Table 2. Responsibility Matrix

RESPONSIBILITY	OCC	CONTRACTOR	COMMENT
Cleaning Kitchen Floors		X	Sweep and Mop
Cleaning Serving Area Floors		X	Sweep and Mop
Cleaning Dining Area Floors		X	Sweep and Mop
Cleaning Tabletops, Main Dining		X	After each mealtime
Cleaning Tabletops, Additional Areas		X	After each mealtime
Cleaning Seating Surfaces, Main Dining		X	After each mealtime
Cleaning Table legs, stands, supports		X	As or If Needed
Cleaning Chairs, all surfaces		X	As or If Needed
Repairing State tables/chairs, counters	X		As or If Needed
Repairing State equipment and fixtures	X		As or If Needed
Replacing State equipment, fixtures	X		As or If Needed
Cleaning kitchen, walls, and ceilings		X	As or If Needed
Wax of floors in the 1 st floor area	X		As or If Needed
Painting, any area	X		As or If Needed
Replacing Ceiling Tile	X		As or If Needed
Window cleaning, kitchen	X		As or If Needed
Exterior Window cleaning, main dining	X		As or If Needed
Interior Window cleaning		X	As or If Needed
Trash removal, kitchen & main dining areas		X	Daily
Trash removal, all other areas	X		

Cleaning carpets, draperies, artworks	X		
Cleaning ornate finishes and fixtures	X		
All equipment used by Contractor for food service		X	
Purchase/Repair/Replace Access system	X		As or If Needed
Cleaning all small wares, service ware		X	
Cleaning vent surfaces, kitchen & equipment		X	
Cleaning exhaust hood surfaces, all areas		X	
Cleaning a/c ductwork filters	X		
Cleaning exhaust ductwork, internal filters	X		
Cleaning exhaust hood primary filters	X		
Applying/Removing Contractor Decorations		X	
Cleaning table linens and accessories		X	
Removal of Contractor signage/posters		X	
Installation of signs	X		
Trash Removal from Capitol Food Service Facilities to location as assigned by OCC		X	
Repair of Telephone lines and Fax lines	X		
Cleaning/stocking of restrooms located in kitchen basement area		X	
OCC Approved Grease Waste collection and removal		X	

F. MENU PRICING

1. Pricing must be held firm for the first six (6) months of the initial contract period. If adjustments are necessary at the end of this period, a request for increase must be submitted in writing to OCC for discussion review and approval. Pricing changes for menu items must be posted for customers with a minimum two (2) week notice before the increase goes into effect.
2. Pricing – A detailed price listing is required to be included in the proposal. Pricing as shown in proposal may not be changed except upon the written agreement of the State.
3. Sale of Alcohol
The use, sale, or serving of alcohol or alcoholic beverages on the Capitol Food Service Facilities is absolutely prohibited except as provided in Nebraska RRS 53-186.

G. WELLNESS OPTIONS

Contractor may be required to partner with OCC to help implement marketing mechanisms to further encourage healthy choices. Marketing mechanisms may include such things as making healthier choices more plentiful, more visible, and less expensive compared to less healthy counterparts.

1. WELLNESS-OPTIONS HEALTHY CRITERIA
 - a. Foods
 - i. Less than 500 calories per serving
 - ii. Less than 20% of total calories (%daily value) from Total Fat per serving
 - iii. Less than 25 grams of Carbohydrates per serving. Fruit in any form is permitted, regardless of Carbohydrate count.
 - iv. Less than 200 mg sodium per serving.
 - b. Beverages
 - i. Juice: Fruit and vegetable juices should contain 100% juice.
 - ii. Low-calorie: Beverages containing less than 50 calories per 12 oz serving.

NOTE: Contractor can provide OCC with a list of items for consideration and review (with the nutritional breakdown) at any time to determine if food/beverage items can be labeled as a healthy food choice.

OCC may require a change the percentage of healthy food items at any time with a 30-day notice to the Contractor. Nutritional analysis should be based on each item's food label. If a food label is not available

(such as cafeteria prepared foods) Contractor must conduct recipe analysis to determine the nutritional breakdown with the use of credible system/tool. This analysis will determine if it meets the “healthy” criteria, which should be provided to OCC upon request.

H. ATTACHMENTS:

Attachments have been provided to assist bidder in their response.

- Attachment A –State Capitol Food Service Menu;
- Attachment B - Bidder Supplied Equipment List;
- Attachment C – Photos; and,
- Attachment D – State-Owned Equipment List

I. BIDDER REQUIREMENTS

1. OPERATION MANAGEMENT PLAN

Bidder should present a clear descriptive narrative of the proposed approach to the operation of the State Capitol Food Service by providing responses in the spaces given. This section should include details on food preparation, servicing, cashiering, and clean up; menu selection and price, including portion and/or item sizing, and grade and quality of the food products; variety; flexibility; carry-out, and catering or other options; extended hours (if proposed); and other innovative or unique ideas that will best serve the needs of employees and visitors to the Capitol.

Bidder Response:

2. MENU SELECTION:

a. Bidder must describe the proposed method of marketing of meals and/or a la Carte items based on the operation management plan. Complete pricing information for meals and a la Carte items must be clearly stated on Attachment A – State Capitol Food Service Menu. Menu Items sold by Contractor will be subject to sales tax unless the purchaser is tax exempt under the State Statutes.

Bidder Response:

b. Bidder will provide a full description of meals it intends to make available to diners. The menu must include:

- i.** A listing of the a la Carte items which will constitute a complete meal for breakfast, lunch, and snacks.
- ii.** The weight in ounces of items included in a meal.
- iii.** The calorie content of meals or a la Carte items.
- iv.** A description of salad options available to include approximate portion size.
- v.** A description of desert options available to include approximate portion size.
- vi.** A description of beverage options available.
- vii.** A description of the method of payment for meals.

Bidder Response:

3. Bidder must submit as part of the proposal a listing with descriptions of a typical daily/weekly/daily special menu, which includes a Wellness Option, ala Carte items as well as a complete hot prepared meal contemplated as part of the menu as outlined above.

Bidder Response:

4. Describe the marketing mechanisms the bidder would implement to further encourage healthy food choices.

Bidder Response:

5. Bidders may provide in the bid a section addressing extended hours, with an explanation of the rationale for the extended hours.

Bidder Response:

6. Bidder should outline the need, desire and a description of any signage proposed.

Bidder Response:

7. Bidders should identify whether an earlier start date is possible or suggested.

Bidder Response:

8. The bidder must include in the proposal if they will require additional parking permits. Subject to State Building Division Approval.

Bidder Response:

9. Any additional Contractor equipment and/or furnishings requested to be placed in the public area of the Capitol Food Service Facilities shall be approved in advance by OCC. If bidder has additional equipment that they would like to supply, please complete and submit Attachment B State Capitol Food Service Bidder Supplied Equipment List with bidder's response.

Bidder Response:

J. ALTERNATIVE PROPOSALS

The State, at its sole discretion, may consider alternative proposals, or proposals which deviate from the Request for Proposal requirements, provided the bidder also submits a proposal for the work described herein. Alternative proposals may be considered if overall contract performance would be improved but not compromised, and if they are in the best interests of the State of Nebraska. Alternative proposals must be accompanied by a separate Technical Proposal which clearly identifies deviations from the primary proposal and allows such deviations to be fully evaluated. A full cost proposal for each alternative proposal must be submitted in accordance with the requirements of this Request for Proposal. Alternative proposals will be evaluated only after the primary proposal has been evaluated.

K. PRICE COMPARABILITY DETERMINATION

All bidders should submit their proposed menus or products with pricing on Attachment A – State Capitol Food Service Menu in order for the State to conduct a Product Price Comparability Determination to evaluate if priority shall only be given to a blind person per Neb. Rev. Stat. § 71-8611.

A Product Price Comparability Determination will be determined by requiring all bidders to submit their proposed menus or products with pricing in order for the State to conduct a Product Price Comparability Determination to evaluate if priority shall only be given to a blind person per Neb. Rev. Stat. §71-8611.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Please respond to each section in the response box below.

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

Bidder Response:

b. FINANCIAL STATEMENTS

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

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

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

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

Bidder Response:

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

Bidder Response:

d. OFFICE LOCATION

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

Bidder Response:

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Bidder Response:

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

Bidder Response:

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Bidder Response:

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The bidder's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Bidder Response:

- i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**
 The bidder should present a detailed description of its proposed approach to the management of the project.

 Staffing matrix
 Bidder must provide a proposed staffing matrix that identifies the proposed staffing organization, functional responsibilities, and key personnel and hours. The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

Bidder Response:

- j. **SUBCONTRACTORS**
 If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:
 - i. name, address, and telephone number of the subcontractor(s);
 - ii. specific tasks for each subcontractor(s);
 - iii. percentage of performance hours intended for each subcontract; and
 - iv. total percentage of subcontractor(s) performance hours.

Bidder Response:

2. TECHNICAL APPROACH

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

- a.** Technical –
 - i.** Section V.H. – Bidder Requirements
 - ii.** Attachment A – State Capitol Food Service Menu
 - iii.** Attachment B – Bidder Supplied Equipment (optional)

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6625 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

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

Form B
Notification of Intent to Attend Pre-Proposal Conference
Request for Proposal Number 6625 Z1

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

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via ShareFile by the date shown in the Schedule of Events. <https://nebraska.sharefile.com/r-r605499dc19d642718c52cb6c5292fb9e>

Potential bidder may either attend in person or send a representative of the company.

Form C
Notification of Intent to Submit Proposal
Request for Proposal Number 6625 Z1

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

The "Notification of Intent to Submit Proposal" form should be submitted to the State Purchasing Bureau via ShareFile by the date shown in the Schedule of Events. <https://nebraska.sharefile.com/r-r9428bd5951ca49cea3adcde24e45cc70>

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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 INK OR VIA DOCUSIGN

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