

II. TERMS AND CONDITIONS


Bidders should complete Sections II through V 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 Request for Proposal, 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 Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums to the Contract.

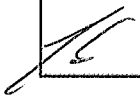
These documents constitute the entirety of the contract.

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 or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 5) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. 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. BUYER'S REPRESENTATIVE

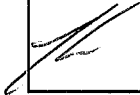
The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities.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

D. GOVERNING LAW (Nonnegotiable)

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. DISCOUNTS

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

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

F. PRICES

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


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

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases will be cumulative across the remaining periods of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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


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

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

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

I. CHANGE ORDERS OR SUBSTITUTIONS

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


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

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

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

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

J. RECORD OF VENDOR PERFORMANCE


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

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

K. CORRECTIVE ACTION PLAN


If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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


M. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, 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.

N. NON-WAIVER OF BREACH

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

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

O. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AS</i>			

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.

P. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AS</i>			

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. 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.

3. 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. 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. §§ 81-8,239.01 to 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 state law and accepts liability under this agreement only to the extent provided by law.


4. 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.

Q. ATTORNEY'S FEES

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

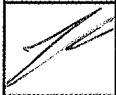
In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

R. PERFORMANCE BOND

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

The Contractor may be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be \$15,000.00. The check or bond, if required, will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.


S. ASSIGNMENT, SALE, OR MERGER

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

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

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


T. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), 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.

U. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. 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.


V. CONFIDENTIALITY

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

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (l)(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.


W. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, 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, in whole or in part, 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.

X. CONTRACT CLOSEOUT

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

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


1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,

4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

By-name personnel commitments made in the bidder'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).

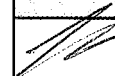
If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

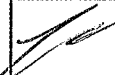
If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal 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 (Nonnegotiable)


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 Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

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

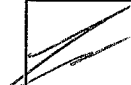
Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

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

F. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

State of Nebraska
 State Purchasing Bureau
 Attn: Matthew Hansen
 RFP # 6794 Z1
 1526 K Street, Suite 130
 Lincoln, NE 68508

Email: matthew.hansen@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

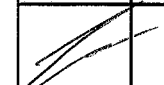
The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

G. ANTITRUST

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

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

H. CONFLICT OF INTEREST

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

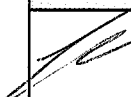
By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

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.

I. STATE PROPERTY

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


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

J. SITE RULES AND REGULATIONS

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

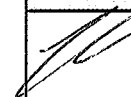
The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with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

K. ADVERTISING

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

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


L. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to

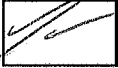
continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

M. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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.

N. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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.

O. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

IV. PAYMENT


A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[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 (Nonnegotiable)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The invoice must include at a minimum the agency name, date, location, unit number, generator make, model, serial number and a copy of the checklist showing the completed work.

Invoices will be sent to the billing address or email boxes shown below:

Lincoln Campus Locations: sbd.lincolncampusinvoices@nebraska.gov
 Lincoln Regional: sbd.lrcinvoicing@nebraska.gov
 West Region: sbd.westregioninvoicingandsupport@nebraska.gov
 Norfolk Locations: sbd.nrcinvoicing@nebraska.gov
 Omaha State Office: sbd.osobinvoicing@nebraska.gov
 Beatrice State Developmental Center: sbd.bsdcinvoicing@nebraska.gov

Office of the Nebraska Capitol Commission: occ.capitolworkorder@nebraska.gov


Department of Labor, Purchasing Department: 550 S 16th Street, Lincoln, NE 68508

Department of Veterans' Affairs:
 Norfolk Veterans Home: 600 East Benjamin Ave, Norfolk, NE 68701
 Central Nebraska Veterans Home: 4510 E. 56th St. Kearney NE 68847
 Western Nebraska Veterans Home: 1102 West 42nd Street, Scottsbluff, NE 69361
 Eastern Nebraska Veterans Home: 12505 South 40th St., Bellevue, NE 68123

Department of Transportation (Lincoln): c/o Facility Maintenance Manager, 1500 Highway 2, Lincoln, NE 68509
 Department of Transportation (District 2): PO Box 45461, Omaha, NE 68145-1720
 Department of Transportation (District 5): PO Box 220, Gering, NE 69341
 Department of Transportation (District 7): Attn: Kerry Scott, 619 Auditorium Drive, McCook, NE 69001
 Department of Transportation (District 8): 736 East 4th Street, Ainsworth, NE 69210

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)


The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph Is Nonnegotiable)

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

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

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

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. SCOPE OF WORK

The scope of work for this contract is to provide quarterly, semi-annual, annual, and incidental preventative maintenance and repairs to the generator equipment owned by the State Building Division or other State agencies (See Attachment A – Generator Information Sheet). Many facilities covered by this contract are critical to the State's operation and care should be taken to ensure that repairs are completed within 24 hours.

The State reserves the right to add additional facilities with the coordination of the contractor should the need arise. Addition of facilities is in no way guaranteed. In the event State Building Division or another State agency wishes to add an additional facility, the contractor shall establish a cost based on the regular hourly rate (requested on the Cost Proposal) and that shall be amended to the contract as a new facility.

Contractor will be required to submit a checklist of the services to be performed that must be approved by the State. The checklist must include the agency name, date, location, unit number, generator make, model, serial number, hour meter, unit number and all services listed in the work plan at a minimum. Contractor must be able to provide electronic reports of inspections/maintenance/repair history upon request by the State. The State should have access to the electronic reports 24/7 via Contractor's website/portal if available.

B. WORK PLAN (PREVENTATIVE MAINTENANCE)

1. Quarterly/Semi Annual Planned Service:

- a. Schedule visit with site contact. Contractor must contact facility manager or designated coordinator a minimum of two weeks prior to the service date. The facility manager or designated coordinator must approve and may issue a change management plan if needed.
- b. Review and sign Method of Procedure (See Attachment B) if required by facility.
- c. Perform required work, if applicable, at a minimum, as listed below:
 - i. Check and refill coolant level
 - ii. Check engine oil level
 - iii. Check jacket water heater for proper operation
 - iv. Run engine and inspect for leaks, loose connections, and proper operation
 - v. Check engine control panel, record hours, oil pressure, voltage and frequency of generator
 - vi. Inspect louvers for proper operation
 - vii. Check battery charger reading
 - viii. Ensure all switches are in correct position for automatic start
 - ix. Clean and check battery and connections
 - x. Check for proper belt alignment and belt tensions
 - xi. Check hoses and clamps
 - xii. Check proper block heater operation
 - xiii. Clean transfer switch cabinet
 - xiv. Check no load voltage
 - xv. Clean spark arrester and spark plugs, if applicable
- d. Follow up with site contact and provide completed copy of quarterly or semi-annual checklist and any recommendations.

2. Annual Planned Service:

- a. Schedule visit with site contact. Contractor must contact facility manager or designated coordinator a minimum of two weeks prior to the service date. The facility manager or designated coordinator must approve and may issue a change management plan if needed.
- b. Review and sign Method of Procedure (See Attachment B) if required by facility.
- c. Perform required work, if applicable, at a minimum, as listed below:
 - i. Inspect and refill coolant level and condition of coolant
 - ii. Check concentrate of coolant conditioner
 - iii. Inspect coolant lines, hoses and radiator for leaks and replace if necessary

- iv. Check jacket water heater for proper operation
 - v. Check engine oil level
 - vi. Check fuel pressure
 - vii. Inspect air inlet for cracks, leaks or other damage
 - viii. Inspect air cleaner indicator and reset as needed
 - ix. Inspect fan belts and adjust if needed
 - x. Run engine and inspect for leaks, loose connections, and proper operation
 - xi. Take engine oil sample for analysis
 - xii. Check air cleaner elements and seals
 - xiii. Inspect relay contacts, if accessible. Check indicating lights and fuses.
 - xiv. Check starter current draw
 - xv. Inspect all fuel lines and connections
 - xvi. Inspect engine control panel and check fault log
 - xvii. Check remote annunciator operation
 - xviii. Perform visual inspection of generator and inspect connections at generator terminals and voltage regulator (480V and below)
 - xix. Lubricate generator main bearing as needed
 - xx. Check generator for proper voltage and frequency, adjust as needed
 - xxi. Record under normal running conditions engine oil pressure, coolant temperature, voltage, frequency, and amperage (if load can be applied)
 - xxii. Inspect steady state conditions of engine and generator
 - xxiii. Check and observe exhaust gases
 - xxiv. Inspect louvers for proper operation
 - xxv. Inspect, clean and tighten lead acid battery cable connections
 - xxvi. Inspect battery electrolyte level and specific gravity of lead acid cells
 - xxvii. Load test lead acid batteries
 - xxviii. Inspect battery charging system for proper operation
 - xxix. Ensure all switches are in correct position for automatic start
 - xxx. Take fuel sample for analysis (diesel engine)
 - xxxi. Change oil, oil filter(s), and fuel filter(s)
 - xxxii. Dispose of used oil and filters
 - xxxiii. Check air filters and replace if needed
 - xxxiv. Inspect spark plugs, replace if necessary
 - xxxv. Check and adjust ignition timing
 - xxxvi. Clean and check distributor points, cap and rotor
 - xxxvii. Replace PCV valve
 - xxxviii. Check water pump
- d. Follow up with site contact and provide completed copy of annual checklist.
- e. Transfer Switch Inspection Items – This inspection does not require disconnecting power from transfer switch or switching from normal source. Contractor personnel must be trained in arc flash safety and be equipped with the proper protective gear.
- i. Verify service records of equipment for previous problems
 - ii. Verify control wiring and components
 - iii. Inspect metering and control transformers
 - iv. Verify manual switches for free movement and contact continuity
 - v. Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration
 - vi. Verify and tighten, where necessary, all control-circuit wiring terminals and cable connections
 - vii. Verify all common and ground wires
 - viii. Verify all time delay settings and adjust as necessary
 - ix. Rack out automatic section of switch and test. (Isolation bypass type)
 - x. Perform infrared heat scan survey of load contacts and provide written results
 - xi. Perform millivolt drop test on normal contacts
 - xii. Verify bus connections, splice bolts, and mounting insulator bolts. Tighten where necessary.
 - xiii. Verify both local and remote annunciation panels
 - xiv. Verify annunciator horn device
 - xv. Verify all status panel lights and replace lamps and lenses where necessary
 - xvi. Verify calibration of instruments
 - xvii. Clean interior of switchboard and remove accumulated dust and/or dirt
 - xviii. Check door closure, locking bars and mechanism for proper operation

xix. Report unsafe conditions

f. Incidental (load-banking) or emergency service (temporary generators, repairs)

i. Load-banking will be bid and scheduled according to the need listed on Attachment A – Generator Information Sheet, column T. Where there are permanently installed load banks, those should be utilized, and the customer should not be charged for the use of a rental load bank.

C. ADDITIONAL REQUIREMENTS

1. The awarded bidder must have an on-site response time with an analysis or repair within 24 hours of notification by the designated State contact unless specifically requested otherwise by the designated State contact. A list of State contacts will be provided to the awarded bidder.
2. Communicate with the designated State contact for notification and coordination for entering all sites and estimated arrival.
3. Contractor should stock commonly replaced items in the repair vehicles: batteries, battery chargers, hoses, filters, connectors, cables, etc. No return trip charges will be paid for commonly replaced items.
4. If an item needs to be replaced during preventative maintenance, the work should be performed at that time. All non-common item replacements must be approved prior to the work being completed.

D. DELIVERABLES

See Cost Proposal.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6794 Z1

Form A should be completed and submitted with each response to this Request for Proposal. 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:	Interstate Power Systems, Inc.
Bidder Address:	10143 S 136th Street Omaha, NE 68138
Contact Person & Title:	Melissa Halagarda
E-mail Address:	melissa.halagarda@istate.com
Telephone Number (Office):	n/a
Telephone Number (Cellular):	262-505-2870
Fax Number:	n/a

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:	Interstate Power Systems, Inc.
Bidder Address:	10143 S 136th Street Omaha, NE 68138
Contact Person & Title:	Melissa Halagarda
E-mail Address:	melissa.halagarda@istate.com
Telephone Number (Office):	n/a
Telephone Number (Cellular):	262-505-2870
Fax Number:	n/a

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

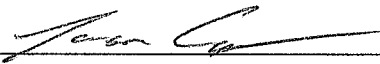
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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 MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	<i>Interstate Power Systems</i>
COMPLETE ADDRESS:	<i>10143 5136th Street Omaha, NE 68138</i>
TELEPHONE NUMBER:	<i>402-331-4104</i>
FAX NUMBER:	<i>402-331-2961</i>
DATE:	<i>5-7-23</i>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<i>Jason Coffey Branch Manager</i>

COST PROPOSAL
RFP 6794 21

Bidder's Name:
All inclusive maintenance costs including travel, labor, oil, filter, coolant, disposal fees and environmental surcharges. Manufacturer repair parts/accessories must be given at least a 10 percent off the list. The manufacturer repair parts/accessory percent discount will apply to the Initial Period and all subsequent Optional Renewal Periods. If bidder does not provide a percent of manufacturer parts and/or hourly rates, the proposal may be rejected. No mileage will be paid for preventative maintenance.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the price proposed for the period. Increases will be cumulative across the remaining periods of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

Location	Initial Period Year One			Initial Period Year Two			Initial Period Year Three			Optional Renewal Period One - Year One			Optional Renewal Period One - Year Two			Optional Renewal Period Two - Year One			Optional Renewal Period Two - Year Two		
	Preventive Maintenance (including mileage)			Preventive Maintenance (including mileage)			Preventive Maintenance (including mileage)			Preventive Maintenance (including mileage)			Preventive Maintenance (including mileage)			Preventive Maintenance (including mileage)			Preventive Maintenance (including mileage)		
	Price for each Quarterly Inspection	Price for each Semi-Annual Inspection	Price for each Annual Inspection	Price for each Quarterly Inspection	Price for each Semi-Annual Inspection	Price for each Annual Inspection	Price for each Quarterly Inspection	Price for each Semi-Annual Inspection	Price for each Annual Inspection	Price for each Quarterly Inspection	Price for each Semi-Annual Inspection	Price for each Annual Inspection	Price for each Quarterly Inspection	Price for each Semi-Annual Inspection	Price for each Annual Inspection	Price for each Quarterly Inspection	Price for each Semi-Annual Inspection	Price for each Annual Inspection	Price for each Quarterly Inspection	Price for each Semi-Annual Inspection	Price for each Annual Inspection
Building Division																					
State Office Building, 301 Centennial Mall South, Lincoln, NE 68509	\$ 389.75	\$ 1,440.61	\$ 397.55	\$ 1,489.42	\$ 405.50	\$ 1,498.81	\$ 426.77	\$ 1,573.75	\$ 447.08	\$ 1,652.44	\$ 468.41	\$ 1,735.05	\$ 492.88	\$ 1,821.82	\$ 519.33	\$ 1,914.16	\$ 542.88	\$ 1,999.99	\$ 570.00	\$ 2,088.00	\$ 600.00
1501 M Street, Lincoln, NE 68508	\$ 389.75	\$ 1,238.10	\$ 397.55	\$ 1,262.86	\$ 405.50	\$ 1,288.72	\$ 426.77	\$ 1,352.53	\$ 447.08	\$ 1,421.16	\$ 468.41	\$ 1,491.18	\$ 492.88	\$ 1,563.72	\$ 519.33	\$ 1,638.90	\$ 542.88	\$ 1,716.66	\$ 570.00	\$ 1,797.00	\$ 600.00
2020 26th St., 14th Street, Lincoln, NE 68502	\$ 372.00	\$ 4,031.81	\$ 583.44	\$ 4,112.45	\$ 596.11	\$ 4,194.70	\$ 628.89	\$ 4,494.63	\$ 656.11	\$ 4,824.69	\$ 698.91	\$ 5,154.83	\$ 733.36	\$ 5,508.65	\$ 795.00	\$ 6,219.00	\$ 845.00	\$ 6,594.00	\$ 900.00	\$ 7,500.00	\$ 1,000.00
2311 N. 46th Street, Lincoln, NE 68507	\$ 389.75	\$ 943.36	\$ 397.55	\$ 962.23	\$ 405.50	\$ 981.47	\$ 426.77	\$ 1,030.55	\$ 447.08	\$ 1,082.08	\$ 468.41	\$ 1,136.18	\$ 492.88	\$ 1,192.99	\$ 519.33	\$ 1,252.53	\$ 542.88	\$ 1,314.93	\$ 570.00	\$ 1,380.00	\$ 600.00
State Laboratory 2701 S. 14th Street, Lincoln, NE 68502	\$ 389.75	\$ 993.76	\$ 397.55	\$ 1,017.84	\$ 405.50	\$ 1,043.79	\$ 426.77	\$ 1,091.89	\$ 447.08	\$ 1,142.24	\$ 468.41	\$ 1,194.93	\$ 492.88	\$ 1,249.92	\$ 519.33	\$ 1,306.25	\$ 542.88	\$ 1,365.06	\$ 570.00	\$ 1,426.35	\$ 600.00
Lincoln Regional Center 801 W. Prospector Pl. #1, Lincoln, NE 68502	\$ 572.00	\$ 2,665.40	\$ 583.44	\$ 2,719.71	\$ 596.11	\$ 2,773.08	\$ 628.89	\$ 2,911.74	\$ 656.11	\$ 3,057.92	\$ 698.91	\$ 3,210.19	\$ 733.36	\$ 3,370.70	\$ 795.00	\$ 3,539.45	\$ 845.00	\$ 3,716.35	\$ 900.00	\$ 3,900.00	\$ 1,000.00
Lincoln Regional Center 801 W. Prospector Pl. #6, Lincoln, NE 68502	\$ 572.00	\$ 2,848.63	\$ 583.44	\$ 2,905.60	\$ 596.11	\$ 2,963.71	\$ 628.89	\$ 3,111.89	\$ 656.11	\$ 3,267.49	\$ 698.91	\$ 3,430.86	\$ 733.36	\$ 3,602.41	\$ 795.00	\$ 3,782.11	\$ 845.00	\$ 3,970.06	\$ 900.00	\$ 4,164.06	\$ 1,000.00
Lincoln Regional Center 801 W. Prospector Pl. #10, Lincoln, NE 68502	\$ 572.00	\$ 3,287.46	\$ 583.44	\$ 3,352.41	\$ 596.11	\$ 3,420.28	\$ 628.89	\$ 3,591.29	\$ 656.11	\$ 3,770.65	\$ 698.91	\$ 3,959.40	\$ 733.36	\$ 4,157.37	\$ 795.00	\$ 4,354.65	\$ 845.00	\$ 4,560.54	\$ 900.00	\$ 4,775.04	\$ 1,000.00
Lincoln Regional Center 801 W. Prospector Pl. #11, Lincoln, NE 68502	\$ 572.00	\$ 3,414.83	\$ 583.44	\$ 3,483.12	\$ 596.11	\$ 3,554.78	\$ 628.89	\$ 3,631.21	\$ 656.11	\$ 3,716.94	\$ 698.91	\$ 3,802.43	\$ 733.36	\$ 3,897.33	\$ 795.00	\$ 4,001.92	\$ 845.00	\$ 4,116.03	\$ 900.00	\$ 4,239.53	\$ 1,000.00
Lincoln Regional Center 801 W. Prospector Pl. #14, Lincoln, NE 68502	\$ 572.00	\$ 3,414.83	\$ 583.44	\$ 3,483.12	\$ 596.11	\$ 3,554.78	\$ 628.89	\$ 3,631.21	\$ 656.11	\$ 3,716.94	\$ 698.91	\$ 3,802.43	\$ 733.36	\$ 3,897.33	\$ 795.00	\$ 4,001.92	\$ 845.00	\$ 4,116.03	\$ 900.00	\$ 4,239.53	\$ 1,000.00
Lincoln Enhancement Training Center 3600 Academics Rd., Grand Island, NE 68801	\$ 572.00	\$ 3,414.83	\$ 583.44	\$ 3,483.12	\$ 596.11	\$ 3,554.78	\$ 628.89	\$ 3,631.21	\$ 656.11	\$ 3,716.94	\$ 698.91	\$ 3,802.43	\$ 733.36	\$ 3,897.33	\$ 795.00	\$ 4,001.92	\$ 845.00	\$ 4,116.03	\$ 900.00	\$ 4,239.53	\$ 1,000.00
Troop C Headquarters Building 3411 Old Potash Hwy., Grand Island, NE 68803	\$ 504.00	\$ 634.80	\$ 514.08	\$ 651.52	\$ 514.08	\$ 668.32	\$ 514.08	\$ 685.28	\$ 514.08	\$ 702.40	\$ 514.08	\$ 720.00	\$ 514.08	\$ 738.24	\$ 514.08	\$ 756.96	\$ 514.08	\$ 776.16	\$ 514.08	\$ 795.84	\$ 514.08
State Office Building 200 South Sibley, North Platte, NE 69101	\$ 674.25	\$ 2,327.21	\$ 687.74	\$ 2,374.76	\$ 701.43	\$ 2,421.73	\$ 736.56	\$ 2,542.29	\$ 773.30	\$ 2,669.41	\$ 812.00	\$ 2,802.88	\$ 852.67	\$ 2,943.02	\$ 900.00	\$ 3,091.02	\$ 950.00	\$ 3,249.02	\$ 1,000.00	\$ 3,414.02	\$ 1,000.00
Troop B Headquarters Building 300 S. South Street, North Platte, NE 69101	\$ 674.25	\$ 2,327.21	\$ 687.74	\$ 2,374.76	\$ 701.43	\$ 2,421.73	\$ 736.56	\$ 2,542.29	\$ 773.30	\$ 2,669.41	\$ 812.00	\$ 2,802.88	\$ 852.67	\$ 2,943.02	\$ 900.00	\$ 3,091.02	\$ 950.00	\$ 3,249.02	\$ 1,000.00	\$ 3,414.02	\$ 1,000.00
Troop E State Patrol, 4500 Avenue J, Scottsbluff, NE 69501	\$ 583.75	\$ 1,030.55	\$ 596.11	\$ 1,061.53	\$ 607.53	\$ 1,081.55	\$ 637.70	\$ 1,135.63	\$ 669.59	\$ 1,192.41	\$ 712.00	\$ 1,252.03	\$ 733.36	\$ 1,314.63	\$ 795.00	\$ 1,380.33	\$ 845.00	\$ 1,449.03	\$ 900.00	\$ 1,520.00	\$ 1,000.00
Troop B Headquarters Building 1401 Eisenhower Ave., Norfolk, NE 68701	\$ 668.75	\$ 1,933.93	\$ 682.13	\$ 1,952.56	\$ 696.77	\$ 1,973.61	\$ 730.56	\$ 1,277.30	\$ 767.08	\$ 1,333.66	\$ 805.44	\$ 1,401.84	\$ 845.71	\$ 1,472.04	\$ 900.00	\$ 1,548.24	\$ 950.00	\$ 1,630.44	\$ 1,000.00	\$ 1,716.64	\$ 1,000.00
Northwest Regional Center 1700 N. Weber Road, Norfolk, NE 68701	\$ 668.75	\$ 1,933.93	\$ 682.13	\$ 1,952.56	\$ 696.77	\$ 1,973.61	\$ 730.56	\$ 1,277.30	\$ 767.08	\$ 1,333.66	\$ 805.44	\$ 1,401.84	\$ 845.71	\$ 1,472.04	\$ 900.00	\$ 1,548.24	\$ 950.00	\$ 1,630.44	\$ 1,000.00	\$ 1,716.64	\$ 1,000.00
Troop A State Patrol, 4411 S. 108th, Omaha, NE 68127	\$ 256.75	\$ 587.55	\$ 261.89	\$ 598.12	\$ 267.12	\$ 611.39	\$ 260.48	\$ 641.85	\$ 269.50	\$ 673.94	\$ 269.50	\$ 707.84	\$ 269.50	\$ 743.02	\$ 269.50	\$ 780.48	\$ 269.50	\$ 818.98	\$ 269.50	\$ 859.98	\$ 269.50
Omaha State Office Building, 1315 Farnam St., Omaha, NE 68102	\$ 256.75	\$ 769.43	\$ 261.89	\$ 784.81	\$ 267.12	\$ 800.91	\$ 260.48	\$ 840.54	\$ 264.50	\$ 882.56	\$ 269.50	\$ 926.69	\$ 269.50	\$ 973.02	\$ 269.50	\$ 1,018.56	\$ 269.50	\$ 1,067.34	\$ 269.50	\$ 1,118.56	\$ 269.50
Omaha Parking Garage (Park II) 1313 Harper St., Omaha, NE 68102	\$ 256.75	\$ 526.95	\$ 261.89	\$ 539.45	\$ 267.12	\$ 556.10	\$ 260.48	\$ 573.47	\$ 264.50	\$ 592.61	\$ 269.50	\$ 613.61	\$ 269.50	\$ 637.36	\$ 269.50	\$ 663.86	\$ 269.50	\$ 692.36	\$ 269.50	\$ 723.86	\$ 269.50
Hastings Regional Center, 4200 W 2nd Street, Hastings, NE 68801 (Building Division)																					
Hastings Regional Center, Hastings, LH Station, 4200 W 2nd Street, Hastings, NE 68801	\$ 504.00	\$ 1,048.86	\$ 514.08	\$ 1,068.84	\$ 524.36	\$ 1,091.24	\$ 550.58	\$ 1,145.80	\$ 578.11	\$ 1,203.09	\$ 607.01	\$ 1,263.24	\$ 637.36	\$ 1,326.24	\$ 675.00	\$ 1,392.00	\$ 712.50	\$ 1,460.50	\$ 750.00	\$ 1,530.50	\$ 800.00
Hastings Regional Center, Hastings Administration, 4200 W 2nd Street, Hastings, NE 68801	\$ 504.00	\$ 1,084.80	\$ 514.08	\$ 1,108.80	\$ 524.36	\$ 1,129.60	\$ 550.58	\$ 1,185.60	\$ 578.11	\$ 1,243.31	\$ 607.01	\$ 1,302.63	\$ 637.36	\$ 1,373.63	\$ 675.00	\$ 1,446.33	\$ 712.50	\$ 1,521.33	\$ 750.00	\$ 1,601.33	\$ 800.00
Hastings Regional Center, Hastings Program Building, 4200 W 2nd Street, Hastings, NE 68801	\$ 504.00	\$ 1,359.81	\$ 514.08	\$ 1,387.01	\$ 524.36	\$ 1,414.75	\$ 550.58	\$ 1,474.75	\$ 578.11	\$ 1,537.09	\$ 607.01	\$ 1,601.79	\$ 637.36	\$ 1,668.79	\$ 675.00	\$ 1,738.29	\$ 712.50	\$ 1,810.29	\$ 750.00	\$ 1,886.29	\$ 800.00
Beatrice State Developmental Center, 3000 Lincoln Blvd., Beatrice, NE 68310 (Building Division)																					
Building D, State Building, 3104 State Avenue, Beatrice, NE 68310	\$ 374.75	\$ 759.40	\$ 382.25	\$ 774.59	\$ 389.69	\$ 790.05	\$ 409.38	\$ 829.58	\$ 426.61	\$ 871.06	\$ 451.35	\$ 914.62	\$ 473.91	\$ 960.35	\$ 519.33	\$ 1,010.35	\$ 542.88	\$ 1,063.91	\$ 570.00	\$ 1,120.35	\$ 600.00
Building D, State Building, 3104 State Avenue, Beatrice, NE 68310	\$ 374.75	\$ 1,108.33	\$ 382.25	\$ 1,130.49	\$ 389.69	\$ 1,153.10	\$ 409.38	\$ 1,210.76	\$ 426.61	\$ 1,271.29	\$ 451.35	\$ 1,334.86	\$ 473.91	\$ 1,401.60	\$ 519.33	\$ 1,472.50	\$ 542.88	\$ 1,547.68	\$ 570.00	\$ 1,627.18	\$ 600.00
Building 10 Administration, 843 Wyalman Drive, Beatrice, NE 68310	\$ 374.75	\$ 821.90	\$ 382.25	\$ 838.34	\$ 389.69	\$ 855.10	\$ 409.38	\$ 897.86	\$ 426.61	\$ 942.75	\$ 451.35	\$ 989.89	\$ 473.91	\$ 1,039.39	\$ 519.33	\$ 1,091.24	\$ 542.88	\$ 1,149.54	\$ 570.00	\$ 1,214.24	\$ 600.00
Building 21a, 21b, 21c, 2071 & 3070 State Ave, 3000 Peterson Blvd., Beatrice, NE 68310 (State Cottages)	\$ 374.75	\$ 1,108.33	\$ 382.25	\$ 1,130.49	\$ 389.69	\$ 1,153.10	\$ 409.38	\$ 1,210.76	\$ 426.61	\$ 1,271.29	\$ 451.35	\$ 1,334.86	\$ 473.91	\$ 1,401.60	\$ 519.33	\$ 1,472.50	\$ 542.88	\$ 1,547.68	\$ 570.00	\$ 1,627.18	\$ 600.00
Building 21d, 21e, 21f, 2056-3054 & 3052 Peterson Blvd., Beatrice, NE 68310 (Sheridan Cottages)	\$ 374.75	\$ 1,108.33	\$ 382.25	\$ 1,130.49	\$ 389.69	\$ 1,153.10	\$ 409.38	\$ 1,210.76	\$ 426.61	\$ 1,271.29	\$ 451.35	\$ 1,334.86	\$ 473.91	\$ 1,401.60	\$ 519.33	\$ 1,472.50	\$ 542.88	\$ 1,547.68	\$ 570.00	\$ 1,627.18	\$ 600.00
Building 24g, 24h, 24i, 24j, 735, 743, 723 & 719 State Drive, Beatrice, NE 68310 (Solar Cottages)	\$ 374.75	\$ 1,108.33	\$ 382.25	\$ 1,130.49	\$ 389.69	\$ 1,153.10	\$ 409.38	\$ 1,210.76	\$ 426.61	\$ 1,271.29	\$ 451.35	\$ 1,334.86	\$ 473.91	\$ 1,401.60	\$ 519.33	\$ 1,472.50	\$ 542.88	\$ 1,547.68	\$ 570.00	\$ 1,627.18	\$ 600.00
Building 27, East Apartment, 607 11th Street, Beatrice, NE 68310	\$ 374.75	\$ 509.65	\$ 382.25	\$ 525.13	\$ 389.69	\$ 545.18	\$ 409.38	\$ 572.28	\$ 426.61	\$ 599.91	\$ 451.35	\$ 628.06	\$ 473.91	\$ 666.76	\$ 519.33	\$ 706.11	\$ 542.88	\$ 746.11	\$ 570.00	\$ 806.11	\$ 600.00
Building 29, South Apartment, 3020 L Lake Street, Beatrice, NE 68310	\$ 374.75	\$ 509.65	\$ 382.25	\$ 525.13	\$ 389.69	\$ 545.18	\$ 409.38	\$ 572.28	\$ 426.61	\$ 599.91	\$ 451.35	\$ 628.06	\$ 473.91	\$ 666.76	\$ 519.33	\$ 706.11	\$ 542.88	\$ 746.11	\$ 570.00	\$ 806.11	\$ 600.00
Building 29, West Apartment, 3330 Goldman Street, Beatrice, NE 68310	\$ 374.75	\$ 1,154.06	\$ 382.25	\$ 1,177.14	\$ 389.69	\$ 1,200.68	\$ 409.38	\$ 1,260.72	\$ 426.61	\$ 1,323.36	\$ 451.35	\$ 1,388.70	\$ 473.91	\$ 1,456.80	\$ 519.33	\$ 1,527.54	\$ 542.88	\$ 1,601.94	\$ 570.00	\$ 1,679.14	\$ 600.00
Kearney Youth Rehab & Treatment Center, 2802 20th Avenue, Kearney, NE 68845 (Building Division)																					
Gomez	\$ 497.50	\$ 1,276.74	\$ 507.45	\$ 1,328.32	\$ 517.60	\$ 1,382.32	\$ 543.48	\$ 1,448.47	\$ 570.65	\$ 1,526.27	\$ 598.00	\$ 1,606.27	\$ 629.14	\$ 1,698.00	\$ 669.00	\$ 1,790.00	\$ 712.50	\$ 1,893.00	\$ 750.00	\$ 2,000.00	\$ 800.00
Brantley, Conception	\$ 497.50	\$ 1,097.55	\$ 507.45	\$ 1,118.50	\$ 517.60	\$ 1,141.89	\$ 543.48	\$ 1,188.99	\$ 570.65	\$ 1,242.83	\$ 598.00	\$ 1,303.93	\$ 629.14	\$ 1,372.83	\$ 669.00	\$ 1,441.33	\$ 712.50	\$ 1,517.33	\$ 750.00	\$ 1,594.33	\$ 800.00
Lincoln Administration</																					

INTERSTATE COMPANIES, INC.

AND SUBSIDIARIES

A Brief History

The company began as Interstate-GM Diesel, Inc., in June 1957. We operated from our Minneapolis headquarters on East 80th Street for 50 years before moving to our current corporate office building at 2901 E. 78th St. in January 2016.

Until 1986, INTERSTATE was a single product line company whose primary business was the operation of a distributorship for Detroit Diesel Corporation, whose business lines included engines and transmissions.

Starting in 1986, the company has grown and expanded through a series of mergers and acquisitions:

1986 | Acquires Holeman GM Diesel, Inc., (5 additional locations in Dakotas, Montana and NE Wyoming)

1989 | Acquires Hicklin GM Diesel, Inc., a distributor of Detroit Diesel products as well as John Deere industrial engines (3 additional locations in Illinois, Iowa and Nebraska)

1989 | Acquires exclusive distribution of MAN bus components

1989 | Is reorganized to create a holding company (Interstate Companies, Inc.) that provides strategic planning functions for its operating divisions

1992 | Acquires Barco Bearing (7 new businesses and 2 new locations)

1994 | Acquires Carrier Transport Refrigeration product line in Montana

1995 | Acquires parts and service responsibility for Carrier in Minnesota and North Dakota

1995 | Opens Interstate Power Products and Services (1 new location in West Fargo, ND)

1996 | Acquires total distribution for Carrier Transport Refrigeration in Minnesota and North Dakota

1998 | Acquires Carrier Transport Refrigeration product line in the Quad Cities area

1999 | Acquires Waukesha Engine product line in North Dakota and Montana

1999 | Acquires Assets of Badger Bearing in Wisconsin

2000 | Acquires TEC Repair, Inc., in Blaine, MN

2001 | Acquires Valley Electric Motor in Grand Forks, ND

2001 | Acquires Nichol森 Engine Group (Deutz Engines and Parts)

2003 | Acquires Chesley Truck of Roseville and Inver Grove, which become I-State Truck Centers (Freightliner)

2004 | Acquires Billings and Great Falls Truck Centers of Montana, which become I-State Truck Centers (Freightliner)

2005 | Opens new branch in Lincoln, NE, for PowerSystems

2008 | Opens new branch in Cedar Rapids, IA, for PowerSystems

2009 | Acquires Missoula Freightliner of Montana; becomes I-State Truck Center (Freightliner)

2010 | Expands into the industrial labor market with Interstate IndustrialSystems

2011 | Acquires Holcomb Freightliner in South Dakota and Iowa, which become I-State Truck Centers

2015 | Acquires Inland Power Group, a distributor for Detroit Diesel, Allison, MTU Engines, EMD Diesel Engines, MTU Onsite Energy, GE Jenbacher, and other products, adding 5 locations in Wisconsin, Illinois, Michigan and Indiana, all now part of the Interstate PowerSystems group

2016 | Moves corporate headquarters to new location at 2901 E. 78th St.

2017 | Opens state-of-the-art facility in Lakeville, MN, for Interstate PowerSystems and Interstate BearingSystems featuring 21 truck bays, 12 trailer bays, a 3,150 hp engine dynamometer and a 675-horsepower chassis dynamometer with the ability to dyno buses

2018 | Opens I-State Truck Center in Watertown, SD, a full-service facility

2018 | Acquires Trucks of Bismarck, which becomes the 9th I-State Truck Center and first in North Dakota

2018 | Moves Interstate PowerSystems branch in Cedar Rapids, IA, to a new facility, quadrupling its space, adding technicians and products and expanding hours

2018 | Acquires V&H, Inc., adding I-State Truck Center locations in Madison, Marshfield and Prentice, WI, and Assembly System facilities in Kansas City, KS, and Marshfield, WI. I-State Truck Center now has 12 locations.

2018 | With acquisition of V&H, Inc., forms new Assembly Systems division, with 3 facilities performing assembly work in West Fargo, ND, Marshfield, WI, and Kansas City, KS

2019 | Adds Western Star Trucks line to I-State Truck Center dealerships in Billings, Great Falls and Missoula, MT; Bismarck, ND; and Sioux City, IA; introduces new Freightliner Econic line at all dealerships

2019 | Announces plans to expand and upgrade its I-State Truck Center branch in Missoula, MT, to support continued growth.

INTERSTATE COMPANIES, INC.



INTERSTATE COMPANIES, INC. (ICI) is a holding company that provides centralized finance, accounting, data processing (IT), and administrative functions for its 6 operating subsidiaries. The subsidiaries, in turn, are responsible for marketing, sales, service, and inventory management functions.

INTERSTATE POWER SYSTEMS, INC.



INTERSTATE POWERSYSTEMS (IPS) is a wholesale and retail distribution company, founded in 1957 to serve the industry with Detroit Diesel engine and Allison Transmission products. Other major lines include; MTU Power Systems, Waukesha gas products, and Carrier Transicold product line of truck and trailer refrigeration equipment and replacement components and parts. IPS is currently headquartered in Minneapolis, MN, with 20 branch locations in Minnesota, North Dakota, South Dakota, Montana, Wyoming, Nebraska, Wisconsin, Illinois, Indiana, Michigan, Colorado and Iowa.



INTERSTATE BEARINGSYSTEMS (IBS) is a wholesale distributor of bearings and power transmission components. Originally founded as Barco Bearing, serving Minnesota, Wisconsin, and North Dakota. Was acquired in January 1992 and renamed as IBT currently operating from headquarters in Minneapolis and 9 locations in Wisconsin, Minnesota, and North Dakota, Montana, and Wyoming.



INTERSTATE TRANSPORT REFRIGERATION (ITR) is a dealer for Carrier Transicold products in 8 locations in Minnesota, North Dakota, Iowa and Montana. Product lines include Carrier Transicold, truck and trailer refrigeration units and auxiliary power units (APUs). Espar, Webasto and Red Dot products are also sold and serviced at these locations and throughout the entire Interstate network.



INTERSTATE INDUSTRIALSYSTEMS (IIS) provides skilled and unskilled labor to the industrial market. This group also has a full complement of support equipment that includes, vacuum trucks, welders, power washing units, etc.

I-STATE TRUCK, INC.



I-STATE TRUCK CENTERS (ITC) is a franchised dealer and service representative for Freightliner, Western Star, Thomas Built Buses, Freightliner Custom Chassis Corp. (FCCC), Isuzu, Mitsubishi-Fuso & Sprinter new and used medium and heavy-duty trucks, East trailers, Hyundai Trailers, and related parts and accessories. I-State has 12 branch locations in Minnesota, Montana, South Dakota, North Dakota, Wisconsin and Iowa.

ASSEMBLY SYSTEMS, INC.



ASSEMBLY SYSTEMS (IAS) is an assembly division with facilities in West Fargo, ND, Kansas City, KS, and Marshfield, WI. The business unit was founded in 1995 to provide subassembly for Original Equipment Manufacturers (OEMs) and focused initially on the bus coach industry. It became an operating division in 2018 as it expanded to three locations.



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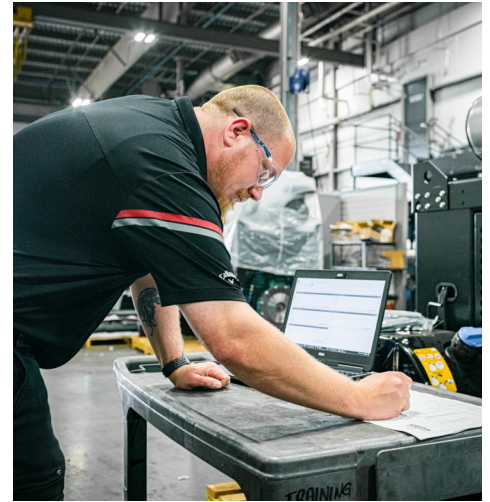
INTERSTATE Power Systems

Power Systems delivers superior products and services to our customers every day. No matter the make, model or engine you have, we have the experience to keep you on the road and on the job.

Several of Interstate's businesses operate under the Power Systems division. These include Energy Systems, Industrial Systems and Transport Refrigeration. These businesses work together, sharing training, knowledge and resources. This enables Power Systems to seamlessly provide end-to-end customized solutions.

POWER SYSTEMS SERVICES

- 24/7 on call repair and service
- ABS Light
- Air conditioning field service
- All make truck and engine repairs
- All makes generator service
- Automatic transfer switch service and repair
- Brake repair
- Chassis welding
- Check engine light diagnostics
- Construction equipment repair
- Dielectric testing
- Diesel truck repair
- Door repair
- DOT inspection
- Dynamometer service
- Electric motor repair
- Electrical service load bank testing
- Emergency vehicle inspection, maintenance and repair
- Emissions testing
- Equipment air conditioning repair
- Field service
- Gearbox repair
- Generator rental
- Generator repair
- Generator sales and service
- Genuine OEM replacement parts
- Industrial boom/crane vehicle inspection, maintenance, and repair
- Industrial services
- King pin repair
- Light tower rental
- Light utility vehicle repair shop
- Marine Auxiliary
- Marine Generator Sales and Service
- Marine Power Generation
- Marine propulsion
- Marine repair and service
- Mining equipment assembly and disassembly
- Mining equipment repair
- Mobile fleet service
- OEM Services
- Off-Highway Transmissions
- Off-Highway Engines
- Off-Highway Equipment Service
- Oil Change
- On-Highway Transmissions
- On-Highway Engines
- On-site technician service & repair
- Onsite power generation service
- Portable generator rental
- Portable generator service and repair
- Radiator repair
- Regen issues
- Semi repair
- Suspension repair
- Tires
- Tanker repair, service and inspections
- Trailer repair and service all makes
- Transmission repair
- Transport refrigeration
- Tune-up
- Water pump rental
- Wheeltime



POWER SYSTEMS PRODUCTS

ACCESSORIES & CHEMICALS

- Adhesive & sealants
- Air brake antifreeze
- Alarm & warning systems
- Antifreeze (engine)
- Cleaners & degreasers
- Conspicuity tape
- Continuous wheel
- Balancers
- Deck plates
- Diesel exhaust fluid (DEF)
- Engine/gear oil
- Fire extinguishers
- Fuel additives/conditioners
- Hose tenders
- Hub caps, wheel covers, lug nut covers & axle covers
- Hydraulic fluid
- Nylon cables & ties
- Penetrating oil
- Spray lubricant, starting fluid
- Triangle flare kits
- Wheel chocks

BRAKE & WHEEL END

- Air compressors (new & reman)
- Air dryers (new & reman)
- Air dryer cartridges (new & reman)
- Bearings (wheel)
- Brake boosters
- Brake valves (new & reman)
- Calipers
- Coiled air lines
- Disc brake pads (new)
- Drums
- Gladhands
- Governors (new & reman)
- Hubs
- Rotors
- Seals (wheel)
- Shoes (new & relined)
- Slack adjusters (auto & manual)

- Spring brakes
- Trailer hub covers
- Trailer valves
- Wheels (aluminum)
- Wheels (steel)

CAB & HOOD

- Air conditioning systems & components
- Air suspension
- Auxiliary heating/cooling
- Auxiliary power units
- Blower fans & motors
- Cab & defroster fans
- Cabin air filters
- Heating cores
- Mattresses
- Mirrors & brackets
- Seats & seat covers
- Wipers & wiper blades

CHASSIS & SUSPENSION

- Air springs
- Couplers/hitches
- Drawbars
- Fifth wheels & parts
- Landing gear parts
- Leaf springs
- Mud flap holders
- Mud flaps/top flaps
- Ride height control valves
- Shock absorbers
- Tire pressure monitors
- Torque rods
- Trailer springs

ENGINE & EXHAUST

- Air canisters
- Air filters
- Air intake hose
- Belts
- Charge air coolers (new & reman)
- Clamps
- Coolant filters
- Coolant heaters
- Engine/block heaters
- Engines (reman)

- Ether starting systems
- Exhaust brakes
- Fan clutch controls
- Fan clutches (new & reman)
- Fuel filters
- Fuel heaters
- Fuel/water separators
- Heater/radiator hose
- Hydraulic filters
- Hydraulic hose
- Muffler shields
- Mufflers
- Oil filters
- Pipe & flex tubing
- Radiator caps
- Radiators
- Thermostats

LIGHTING & ELECTRICAL

- Alternators (new & reman)
- Back-up lights
- Batteries
- Battery accessories
- Circuit breakers
- Clearance lights
- Coiled electrical cables
- Dome lights
- Driving lights
- Electrical connectors & terminals
- Flashers
- Fuses
- Headlamps & sealed beams
- Miniature lamps
- Solenoids (new & reman)
- Tail lights
- Turn signals

STEERING & AXLE

- Axle gear & pinion sets
- Carriers (new & reman)
- King pins, tie rod ends & drag links
- Lift axles
- Power steering kits & parts
- Power steering pumps
- Steering gears (new & reman)

TRANSMISSION & DRIVETRAIN

- Auxiliary transmissions
- Center bearings
- Clutch brakes
- Clutches
- Driveline
- Power take-offs (PTO) & pumps
- Transmission coolers
- Transmissions, manual (new & reman)
- Transmissions automatic (Reman)
- U-joints
- Yokes

POWER SYSTEMS MANUFACTURERS



- Donaldson
- DustGuard
- John Deere Marine
- Kohler Marine
- Mercedes Benz
- OFM Top Line
- Perkins
- Thompson Pump
- Webasto

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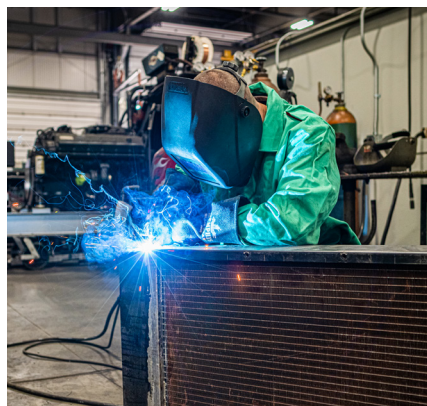
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Interstate's Industrial Services provide flexible contract labor options, from unskilled to highly skilled teams, to meet the demands of your project.

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- Construction services
- Contract labor
- Conveyor belt installation and vulcanization
- Conveyor service and repair
- Crusher maintenance and repair
- Custom service bed fabrication
- Diesel truck repair
- Drum dryer Repair
- Dry ice blasting
- Facility, equipment and rig painting and specialty coating services
- Fabrication
- Field machining and boring
- Gearbox repair
- General labor
- Generator rental
- High pressure washing services
- Hydro Vac truck services
- Industrial cleaning services and contract cleaning
- Industrial labor
- Industrial services
- Light tower rental
- Manlift & scissor lift inspection and repair
- Millwright service
- Mining equipment assembly and disassembly
- Mining equipment repair
- Mobile and fixed crane inspections and repair services
- OEM services
- Oil field services
- Pipe welding
- Plant services
- Plaz table services
- Power and processing plant maintenance and repair
- Pressure washing
- Processing and conveyor maintenance
- Pulley re-lagging
- Pump jack maintenance
- Sand blasting
- Shaft alignment
- Silo inspection and repair
- Sub labor for various industries
- Tank cleaning services
- Trailer repairs
- Trailer washouts
- Truck frame repair
- Variable frequency drives
- Water pump rental
- Welding and fabrication



INDUSTRIAL PRODUCTS

- Agricultural/farm equipment bearings
- Conveyor idlers and return rolls
- Conveyor pulleys
- Conveyor systems
- Dust control systems
- Electric motors
- Gearboxes
- Grain bins
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- Roller chain
- Screw conveyors
- Shovel parts
- Stancor pumps
- Track dozer parts
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- Vac truck

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