State of Nebraska Department of Transportation
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

RETURN TO:
Nebraska Department of Transportation
Operations Division
5001 S. 14th Street,
Lincoln, NE 68512
Phone: (402) 479-4356
Fax: (402) 479-4567

SOLICITATION NUMBER       RELEASE DATE
RFP #R06-18                December 6, 2017

OPENING DATE AND TIME       PROCUREMENT CONTACT
January 23, 2018, 3:00 P.M. Central Time Gloria Ryken

PLEASE READ CAREFULLY!

SCOPE OF SERVICE
The State of Nebraska, Department of Transportation (NDOT), Operations Division, is issuing this Request for Proposal (RFP) Number R06-18 for the purpose of selecting a qualified Bidder to provide Janitorial Services. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the Nebraska Department of Transportation and the Bidder (Parties) and with notice to proceed. The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.


Mandatory Pre-Proposal Conference will be held on December 20, 2017, 9:00 A.M. CDT at Operations Division, Bldg. # 00101, 5001 S. 14th Street, Lincoln, NE 68512.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at http://statecontracts.nebraska.gov.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.
Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.
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GLOSSARY OF TERMS

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

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

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

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

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

All or None Bid: means a conditional bid which requires the award of all line items on which bids are offered and Bidder declines to accept award on individual line items.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder’s competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

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

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.


Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

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

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

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

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

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

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

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled “Service Contract Award” by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

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

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

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

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

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

Evaluation: The process of examining an offer after opening to determine the vendor’s responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with “Renewal Period”.

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in “Installation by Contractor”, and “Installation by State”, as found in the RFP, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Bid/Proposal: An offer received after the Opening Date and Time.
**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Lump Sum Bid:** is a bid in which the Bidder offers a lower price than the sum of the individual bids if all items are awarded, but agrees to the award of individual line items at the prices quoted.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Must:** See Mandatory/ Must and Shall/Will/Must.

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

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

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

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Proposal:** See Bid/Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and
97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers.

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

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

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Services:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**Termination:** Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-
Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.
I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION
The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing Janitorial Services at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS
Procurement responsibilities related to this RFP reside with the Nebraska Department of Transportation. The point of contact (POC) for the procurement is as follows:

Name: Gloria Ryken
Agency: Nebraska Department of Transportation (NDOT)
Address: 5001 So. 14th Street
          Lincoln, NE 68512
Telephone: (402) 479-4356
E-Mail: ndot.OperationsProcurement@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder’s proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS
The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE/TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Release RFP</td>
<td>December 6, 2017</td>
</tr>
<tr>
<td>2. Last day to submit &quot;Notification of Intent to Attend Pre-Proposal</td>
<td>December 18, 2017</td>
</tr>
<tr>
<td>Conference&quot;</td>
<td></td>
</tr>
<tr>
<td>3. <strong>Mandatory</strong> Pre-Proposal Conference:</td>
<td>December 20, 2017</td>
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<tr>
<td>Location: Operations Division</td>
<td>9:00 A.M.  CDT</td>
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<tr>
<td>Building No. 00101</td>
<td></td>
</tr>
<tr>
<td>Conference Room #110</td>
<td></td>
</tr>
<tr>
<td>5001 S. 14th Street</td>
<td></td>
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<tr>
<td>Lincoln, NE 68512</td>
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<tr>
<td>* Registration Advisement: Bids will only be accepted from those</td>
<td></td>
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<tr>
<td>Companies/Firms which properly register their attendance at this</td>
<td></td>
</tr>
<tr>
<td>meeting by completing all of the required information on the State</td>
<td></td>
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<tr>
<td>Registration Sheet.</td>
<td></td>
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<tr>
<td>4. Last day to submit written questions after Pre-Proposal Conference</td>
<td>January 4, 2018</td>
</tr>
<tr>
<td>5. State responds to written questions through RFP “Addendum” and/or</td>
<td>January 8, 2018</td>
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<tr>
<td>“Amendment” to be posted to the Internet at:</td>
<td></td>
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<tr>
<td>6. Proposal opening</td>
<td>January 23, 2018</td>
</tr>
<tr>
<td>Location: Nebraska Department of Transportation,</td>
<td>3:00 P.M.  CDT</td>
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<tr>
<td>Operations Division, Bldg. #00101</td>
<td></td>
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<tr>
<td>5001 S. 14th Street</td>
<td></td>
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<tr>
<td>Lincoln, NE 68512</td>
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<tr>
<td>7. Review for conformance to RFP requirements</td>
<td>January 23, 2018</td>
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<tr>
<td>8. Evaluation period</td>
<td>January 23-January 26, 2018</td>
</tr>
<tr>
<td>10. Contract finalization period</td>
<td>TBD</td>
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<tr>
<td>11. Contract award</td>
<td>TBD</td>
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<tr>
<td>12. Contractor start date</td>
<td>April 1, 2018</td>
</tr>
</tbody>
</table>
D. **WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the Nebraska Department of Transportation and clearly marked “RFP Number R06-18; Janitorial Services Questions”. The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder’s proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to ndot.OperationsProcurement@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

<table>
<thead>
<tr>
<th>RFP Section Reference</th>
<th>RFP Page Number</th>
<th>Question</th>
</tr>
</thead>
</table>


E. **PRE-PROPOSAL CONFERENCE**

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

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

Bidders should notify the POC of their intent to attend by submitting a “Notification of Intent to Attend the Pre-Proposal Conference Form” (see Form B) by hand-delivery, U.S. Mail, email at ndot.OperationsProcurement@nebraska.gov or fax to (402) 479-4567.

G. **PRICES**

Prices submitted on the cost proposal form shall remain fixed and valid commencing on the opening date of the proposal and for the first year of the contract period. Any request for a price increase subsequent to the first year of the contract period shall not exceed five percent (5%) of the previous contract period. Increases will be cumulative across the remaining periods of the contract. **Any request for a price increase must be submitted in writing to the Nebraska Department of Transportation a minimum of 60 days prior to the proposed effective date of increase, and be accompanied by documentation justifying the price increase.** Further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to the Nebraska Department of Transportation prior to written amendment of the contract by the parties.

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

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has compiled and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Transportation website at [http://dot.nebraska.gov/media/2802/ndot289.pdf](http://dot.nebraska.gov/media/2802/ndot289.pdf). This must be accomplished prior to execution of the contract.

I. **ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

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

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

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL
The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. “Deviation”, for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

J. SUBMISSION OF PROPOSALS
Bidders should submit one proposal marked on the first page: “ORIGINAL”. If multiple proposals are submitted, the State will retain one copy marked “ORIGINAL” and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, “Bidder Contact Sheet”. Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder’s bid response packet. If a recipient phone number is required for delivery purposes, (402) 479-4356 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder’s proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the “Request for Proposal for Contractual Services” form, the bidder guarantees compliance with the provisions stated in this RFP.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½” x 11” paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½” by 11” format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

K. BID PREPARATION COSTS
The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL
Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder’s proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.
M. BID CORRECTIONS
A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

N. LATE PROPOSALS
Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

O. PROPOSAL OPENING
The opening of proposals will be public and the bidders will be announced. Proposals WILL NOT be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

P. LUMP SUM OR ‘ALL OR NONE’ BIDS
The State reserves the right to award line item-by-line item, by groups of buildings or as a total when the State may benefit by so doing. Bidders may submit a bid on an “all or none” or “lump sum” basis, but should also submit a bid on a line item-by-line item basis. The term “all or none” means a conditional bid which requires the award of all line items on which bids are offered and Bidder declines to accept award on individual line items; a “lump sum” bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are awarded, but agrees to the award of individual line items at the prices quoted. Bidder must indicate on the cost proposal bid sheet if their bid is an “all or none” or “lump sum” bid.

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;

R. EVALUATION OF PROPOSALS
All proposals that are responsive to the RFP will be evaluated based on the following:

1. Cost Proposal

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under “Bidder must complete the following” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

S. BEST AND FINAL OFFER
If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

T. REFERENCE AND CREDIT CHECKS
The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder’s clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

U. AWARD
The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State’s discretion and in the State’s best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State’s RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder’s proposal, and do not improve a bidder’s competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: http://dot.nebraska.gov/business-center/business-opp/procure-service-opp/.

Grievance and protest procedure is available on the Internet at: http://dot.nebraska.gov/business-center/business-opp/pre-maint/.

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.
II. TERMS AND CONDITIONS

Bidder is expected to read the Terms and Conditions. By signing the RFP, bidder is agreeing to be legally bound by all the terms and conditions. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder’s commercial contracts and/or documents for this RFP.

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

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:
If only one Party has a particular clause then that clause shall control;
If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

A. GENERAL

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

a. Request for Proposal and Addenda;
b. Amendments to the RFP;
c. Questions and Answers;
d. Contractor’s proposal (RFP and properly submitted documents);
e. The executed Contract and Addendum One to Contract, if applicable; and,
f. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor’s submitted Proposal.

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

B. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

<table>
<thead>
<tr>
<th>Vendor Contract Manager:</th>
<th>NDOT Contract Manager: Facility Maintenance Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor:</td>
<td>402-479-4882</td>
</tr>
<tr>
<td>Vendor Street Address:</td>
<td>1500 Nebraska HWY 2, PO Box 94759</td>
</tr>
<tr>
<td>Vendor City, State, Zip:</td>
<td>Lincoln, NE 68512-4759</td>
</tr>
</tbody>
</table>

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State’s Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of
Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State’s sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State’s Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State’s Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK
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.

E. CHANGE ORDERS
The Nebraska Department of Transportation and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the Nebraska Department of Transportation 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 Nebraska Department of Transportation 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 Nebraska Department of Transportation, 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.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH
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.

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

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

H. NON-WAIVER OF BREACH
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.
I. SEVERABILITY
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.

J. INDEMNIFICATION

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

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

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL
The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor’s and their employees, provided by the Contractor.

4. SELF-INSURANCE
The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY’S FEES
In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney’s fees and costs, if the other Party prevails.
L. PERFORMANCE BOND
The Contractor will be required to supply a performance 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 bond must be ten percent (10%) of the contract amount. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the Nebraska Department of Transportation based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

M. ASSIGNMENT, SALE, OR MERGER
Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

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

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS
The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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

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

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

Q. EARLY TERMINATION
The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day’s written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
   a. if directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. a trustee or receiver of the Contractor or of any substantial part of the Contractor’s assets has been appointed by a court;
d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;

e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;

f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

g. Contractor intentionally discloses confidential information;

h. Second or subsequent documented “vendor performance report” form deemed acceptable by the Agency;

i. Contractor has or announces it will discontinue support of the deliverable; and,

j. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

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

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

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

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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:

   The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees
to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s
lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE)
Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the
Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT /
NONDISCRIMINATION (Statutory)
The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil
rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors
of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for
employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of
race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The
Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision
shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all
Subcontracts for services to be covered by any contract resulting from this RFP.

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES
The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed
or obtained by the Contractor on behalf of the State pursuant to this contract.

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

G. INSURANCE REQUIREMENTS
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 Nebraska Department of Transportation. 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 Nebraska Department of Transportation 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

<table>
<thead>
<tr>
<th>COMMERCIAL GENERAL LIABILITY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal/Advertising Injury</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Bodily Injury/Property Damage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$10,000 any one person</td>
</tr>
<tr>
<td>Damage to Rented Premises (Fire)</td>
<td>$300,000 each occurrence</td>
</tr>
<tr>
<td>Contractual</td>
<td>Included</td>
</tr>
<tr>
<td>XCU Liability (Explosion, Collapse, and Underground Damage)</td>
<td>Included</td>
</tr>
<tr>
<td>Independent Contractors</td>
<td>Included</td>
</tr>
<tr>
<td>Abuse &amp; Molestation</td>
<td>Included</td>
</tr>
</tbody>
</table>

*If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.*

### WORKER’S COMPENSATION

<table>
<thead>
<tr>
<th>Employers Liability Limits</th>
<th>$500K/$500K/$500K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statutory Limits - All States</td>
<td>Statutory - State of Nebraska</td>
</tr>
<tr>
<td>USL&amp;H Endorsement</td>
<td>Statutory</td>
</tr>
<tr>
<td>Voluntary Compensation</td>
<td>Statutory</td>
</tr>
</tbody>
</table>

### COMMERCIAL AUTOMOBILE LIABILITY

<table>
<thead>
<tr>
<th>Bodily Injury/Property Damage</th>
<th>$1,000,000 combined single limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Include All Owned, Hired &amp; Non-Owned Automobile liability</td>
<td>Included</td>
</tr>
<tr>
<td>Motor Carrier Act Endorsement</td>
<td>Where Applicable</td>
</tr>
</tbody>
</table>

### UMBRELLA/EXCESS LIABILITY

| Over Primary Insurance | $5,000,000 per occurrence |

### MANDATORY COI SUBROGATION WAIVER LANGUAGE

"Workers’ Compensation policy shall include a waiver of subrogation in favor of the Nebraska Department of Transportation."

### MANDATORY COI LIABILITY WAIVER LANGUAGE

"Commercial General Liability & Commercial Automobile Liability policies shall name the Nebraska Department of Transportation as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."

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

### 3. EVIDENCE OF COVERAGE

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

**Nebraska Department of Transportation**  
Operations Division  
5001 So. 14th St.  
Lincoln, NE 68512  
Email: ndot.OperationsProcurement@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 thereeto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.
4. DEVIATIONS
The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers’ Compensation, and the type of automobile coverage carried by the Contractor.

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

I. CONFLICT OF INTEREST
By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

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

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

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

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

N. DRUG POLICY
Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.
IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)
   Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)
   The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES
   Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

   The Contractor shall submit monthly itemized invoices based on the completion and acceptance of related deliverables for the previous month to:

   Nebraska Department of Transportation
   Facility Maintenance Manager
   PO Box 94759
   Lincoln, NE 68512-4759

   The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL
   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
   State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

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

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

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

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

The State of Nebraska Department of Transportation (NDOT) is seeking a Contractor to provide janitorial services for fourteen (14) buildings at various locations. The building statistics and locations are listed on Attachment A. The NDOT reserves the right to add or decrease the number of facilities as the need arise.

A. PROJECT REQUIREMENTS

The work and responsibilities described in this section represents the minimum acceptable performance under this proposal but are not intended to limit the activities of the Contractor, which are necessary to provide the degree of service intended by this proposal. All work will be performed utilizing best practices of the trade and of skilled workers.

1. The Contractor shall provide management, supervision, transportation, and required labor to plan, schedule, coordinate and ensure completion of all work and services as specified in this RFP. All work shall be performed in a professional manner and in the best interest of maintaining a clean presentable building at all times.

2. In addition, the Contractor shall provide the equipment, supplies, and consumable products as specified within this RFP and any other items necessary to complete the work.

3. The Nebraska Department of Transportation reserves the right to increase or decrease facility square footage requiring janitorial cleaning. Contractor should provide an “Optional Bid Price” of a cost per square foot on Attachment B Cost Proposal Bid Sheet for the purpose of adding or deleting square footage.

4. The Contractor shall provide janitorial services on a periodic basis as specified under section V.O. Site Specific Information/Requirements and Work Schedule. However, in undertaking this service, the contractor recognizes that some area of the building will receive more traffic and soil than others and agrees to perform all necessary services on a schedule directed by NDOT which will maintain a uniform high level of cleanliness throughout all the areas.

5. The minimum workforce hours are not specified; however, the Contractor must staff sufficient man hours to meet all requirements as specified in this RFP.

6. Janitorial services will not interfere with normal State of Nebraska activities without the prior approval of the NDOT Facilities Maintenance Manager or designated State representative in charge of the area. NDOT contact information shall be provided to the Contractor at the commencement of the contract.

7. The Contractor shall develop and implement a process of measurement in the area of customer satisfaction and a janitorial quality control program. A customer satisfaction survey process shall be approved by NDOT and distributed on a quarterly basis to employees throughout NDOT designated facilities by the Contractor and the results shall be compiled by the Contractor and made available to NDOT within seven (7) business days. The janitorial quality control program must be able to track and identify problem areas and provide daily inspections results and monthly performance reports and shall be submitted electronically on a daily and monthly basis to the NDOT Facilities Maintenance Manager or designated State representative for review.

B. CONTRACT PERFORMANCE

1. If the bidder or any proposed subcontractor has had a contract including but not limited to a government contract terminated for default during the past seven (7) years, all such instances must be described as required on Attachment One. Termination for default is defined as a notice to stop performance delivery due to the bidder’s nonperformance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default. If no such termination has been experienced by the bidder in the past seven (7) years, so declare. Please provide written response in Attachment One.

2. It is mandatory that the bidder submit full details of all early termination experienced during the past seven (7) years, including the other party’s name, address and telephone number. The response to this section must present the bidder’s position on the matter. The State will evaluate the facts accordingly. If no such termination has been experienced by the bidder in the past seven (7) years, so declare. Please provide written response in Attachment One.

3. If at any time during the past seven (7) years, the bidder has had a contract including but not limited to a government contract terminated early for convenience, nonperformance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the
other contracting party. If no such termination has been experienced by the bidder in the past seven (7) years, so declare. Please provide written response in Attachment One.

4. Any early termination or termination for default of a contract including but not limited to a government contract during the past seven (7) years may be an award consideration and may be grounds to reject the proposal.

C. EMPLOYEES
1. The Contractor shall provide suitable, trained and qualified personal as the Contractor deems necessary to perform the work at each NDOT facility. Contractor's employees shall be required to abide with NDOT conduct and building regulations and conduct themselves in a professional manner.

2. The Contractor shall provide NDOT with the names of all his/her employees who will be performing work under this contract and provide them with proper identification so that they may be identified at the time of entry into the facility and during all working hours.

3. The Contractor will submit, prior to beginning work, a list of site supervisors including contact information. The Contractor shall provide an updated list upon any changes and/or requested by NDOT.

4. A supervisory management level representative of the contractor shall be available during normal business hour of 8:00 A.M. to 5:00 P.M., Monday through Friday either by phone, email and/or in person upon request by the Facility Maintenance Manager or designated State representative to discuss contract performance or other issues that need attention. A two (2) hour response time is required. Any deficiencies brought to the Contractor's attention must be corrected within two (2) working days or at a time agreed upon by NDOT.

5. The NDOT and the Nebraska State Patrol (NSP) housed in NDOT facilities have several confidential areas that require cleaning; these areas will be identified by the State's designated representative. The State reserves the right to disapprove any of the Contractor's employees assigned to work at the State's facilities.

6. Under no circumstances shall the Contractor's employees be allowed to use the phones, copiers or other office machines in any office area.

D. CRIMINAL BACKGROUND INVESTIGATION POLICY
All employees assigned or having access to any State building whether owned or leased, must obtain a Criminal Background Investigation Report as specified below:

1. The Contractor's employees will be working in areas that may contain confidential information; therefore, the Contractor shall be responsible to obtain a name-based criminal background investigation report for all his or her employees including any substitute employees that will be working or will have access to NDOT facilities. The Contractor shall review the investigation and determine if the employee has a recent history of violence, threatening or harassing behavior, or thefts that would make him or her unsuitable to work on State of Nebraska properties. NDOT reserves the right to additionally review the background investigation and to disapprove of any employee. All criminal history reports for prospective employees shall be obtained and reviewed before any employee begins work and at the Contractor's expense.

2. The Nebraska State Patrol requires all employees including any substitute employees assigned or having access to Nebraska State Patrol buildings, whether owned or leased must obtain a National fingerprint-based criminal history report from the Criminal Identification Division (CID). The Nebraska CID is located at 3800 NW 12th, Suite A, Lincoln, NE. The NDOT buildings that are currently utilized by Nebraska State Patrol includes: 1600 Highway 2 building # 00202, Eastbound I-80 Scale Office building #15701, Westbound I-80 Scale Office building #15801, and Waverly Scale Office building #15601.

   The Contractor shall provide all pertinent information to the CID for a comprehensive background investigation to be performed. The CID will review the criminal history report and determine if the employee will have authorized access to Nebraska State Patrol occupied buildings. All background information shall remain under the Nebraska State Patrol’s control and the results cannot be shared with the Contractor. All criminal history reports for prospective employees shall be obtained and reviewed before any employee begins work and at the Contractor’s expense.

Information regarding criminal history reports is available at the following link:

http://statepatrol.nebraska.gov/vnews/display.v/SEC/Services%7CCriminal%20History%20Record%20Requests
E. FACILITY SECURITY
1. NDOT shall furnish all necessary building/room keys, and security access cards (badges).

2. The Contractor must complete NDOT form #106a to obtain a building access badge for each employee that has approved building clearance (Refer to Exhibit 1: Access Card Authorization Form for Facilities Janitorial Contract Employees). The badge is to be visually displayed on the employee during scheduled work shifts within the NDOT buildings. Under no circumstances are the contractor’s employees to allow access to the buildings to others.

3. Lost or stolen building keys or access cards are to be reported to the NDOT Facilities Maintenance Manager or to the designed State representative of the individual building immediately. Cost for replacement building keys or access cards shall be at the Contractor’s expense.

4. The Contractor and janitorial staff shall be responsible for ensuring all doors used for entering and exiting the buildings during the performance of janitorial services are closed and secured upon leaving the premises.

F. LOST AND FOUND
The Contractor shall insure that all articles found by employees while performing duties under this contract are turned in to the Facilities Maintenance office, or Communication Division office, or to the designated State representative of the individual building.

G. DAMAGED AND BROKEN ITEMS
Any articles broken or damaged during cleaning operations shall be reported to the Facilities Maintenance Manager or designated State representative. The Contractor shall then be directed to repair or replace the broken or damage article(s) at their sole expense. This includes personal items as well as state owned property, such as office furnishings, accessories, building details, and finishes i.e. walls, floors (carpet), doors, door locks, keys, etc.

H. EQUIPMENT AND SUPPLIES
The Contractor shall furnish all necessary materials, equipment and supplies to satisfactorily execute the janitorial services described within this RFP. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces. Propane burnisher equipment is not acceptable and will not be allowed for burnishing hard surface floors. Additionally, the Contractor shall provide all consumable products such as toilet paper tissue, paper towels, trash liners, hand soap and cloth towels for all cloth roll towel dispensers where present.

NDOT shall be responsible for providing trash pick-up barrels (on dollies) and sand for the outdoor cigarette urns.

The Contractor shall be required to furnish, but is not limited to the following janitorial equipment, supplies, products and consumable products listed under Table 1.

<table>
<thead>
<tr>
<th>Janitorial Equipment/Supplies</th>
<th>Janitorial Products</th>
<th>Consumable Products</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor machines, including automatic floor scrubber, floor cleaning machines, power washer and appropriate vacuum cleaners</td>
<td>Floor pads, wax remover, and floor finishes</td>
<td>2-ply toilet paper tissue with recycled content</td>
</tr>
<tr>
<td>Brooms, dust mops (no treated or oiled toms allowed), wet mops and buckets</td>
<td>Scouring powder</td>
<td>Sani-seat covers with recycled content</td>
</tr>
<tr>
<td>Housekeeping cart</td>
<td>Window cleaner</td>
<td>Paper towels with recycled content for all paper towel dispensers</td>
</tr>
<tr>
<td>Trash liners, various sizes</td>
<td>Bowl cleaner, including disinfectants and germicidal cleaners</td>
<td>Cloth towels for roll towel dispensers</td>
</tr>
<tr>
<td>Dust cloths, rags, etc.</td>
<td>Paper liners for sanitary receptacles</td>
<td>Feminine products</td>
</tr>
<tr>
<td>Squeegees, sponges, etc.</td>
<td>Furniture polish</td>
<td>Hand soap and hand sanitizer for restroom/breakroom dispensers</td>
</tr>
</tbody>
</table>

A janitorial supply room or area is available in each building for storing cleaning supplies, consumable products, and/or equipment. It is the responsibility of the Contractor to ensure all consumable products are in adequate supply. Contractor must maintain and keep a current copy of safety data sheets (SDS) for all cleaning products.
and/or supplies stored in each NDOT facility. Contractor shall maintain the janitorial supply room in a clean, neat and orderly fashion.

I. FEMININE PRODUCTS
NDOT shall be responsible to furnish dispensers for feminine products and shall remain the property of the State. The Contractor shall be responsible for providing and refilling feminine products in the dispensers. Any revenue collected from these dispensers shall belong to the Contractor and NDOT will not require compensation for the feminine products dispensed.

J. ENTRYWAY MATS
Carpeted entryway or walk-on mats are furnished by NDOT at each building. During inclement weather, the Contractor shall be responsible for extracting the mats nightly either by vacuuming or wet extraction.

K. DAYS AND HOURS OF WORK
1. Night-time janitorial services are to be provided between 5:00 P.M. and 7:00 A.M. during the work week; Monday through Friday, excluding State Holidays and as specified under section V.O. “Site Specific Information/Requirements and Work Schedule”.
2. Additionally, there are specific buildings that require daytime or both daytime and night-time janitorial services and are specified under section V.O. “Site Specific Information/Requirements and Work Schedule”.
3. Daytime cleaning services are to be provided from 7:30 A.M. to 4:30 P.M. during the work week; Monday through Friday, excluding State Holidays.
4. The Central Complex Campus (1500 Highway 2) requires a daytime custodial to remain on site, Monday through Friday, excluding State Holidays, from 7:30 A.M. to 4:30 P.M. The custodial shall be on duty for an eight (8) hour daytime shift and provide janitorial services as specified within this RFP for buildings located on the Central Complex Campus (building #00201 and 00202) and as requested by the Facilities Maintenance Manager for building #00203.
5. Scale Office Buildings (building # 15701, 15801, and 15601) require daytime janitorial services and shall be provided between 8:00 A.M. and 5:00 P.M. during the work week; Monday through Friday, excluding State Holidays and as specified under section V.O. “Site Specific Information/Requirements and Work Schedule”.

L. SCHEDULED CLEANING
1. All janitorial core duties required on a daily, nightly, weekly, monthly, quarterly, semi-annual and annual basis shall be conducted as specified under section V.O. “Site Specific Information/Requirements and Work Schedule” or as directed by the Facilities Maintenance Manager or designated State representative. The schedule for weekly, monthly, quarterly, semi-annual and annual janitorial duties may be required during night-time hours, daytime hours, or weekends. The work schedule may not be altered unless approved or directed by the Facilities Maintenance Manager or designated State representative.
2. Carpeted areas shall be steam cleaned on a semi-annual basis and scheduled with the Facilities Maintenance Manager or designated State representative in coordination with the Contractor. A written schedule shall be submitted by the Contractor for carpet cleaning in an electronic format, in either an Excel spreadsheet or Word document on a semi-annual basis. Upon completion of the work, the Contractor shall re-submit the schedule to the Facilities Maintenance Manager or designated State representative with the reporting date of completion.
3. Hard surface refinishing shall be scheduled with the Facilities Maintenance Manager or designated State representative in coordination with the Contractor on an annual basis. A written schedule shall be submitted by the Contractor in an electronic format, in either an Excel spreadsheet or Word document annually. Upon completion of the work, the Contractor shall re-submit the schedule to the Facilities Maintenance Manager or designated State representative with the reporting date of completion.

M. EXCLUDED AREAS
Areas excluded from janitorial services are the mechanical and electrical rooms, designed areas as specified within this RFP, and all locked storage rooms as identified by the Facilities Maintenance Manager or designated State representative.
N. WORK PLAN
1. The contractor shall be responsible for daily supervision of their employees to ensure that all required services are performed to the satisfaction of the NDOT and are in compliance with the requirements specified in this RFP.

2. The Contractor may be requested to visit the buildings with the Facilities Maintenance Manager or designated State representative to inspect the quality of services provided, on a periodic basis or upon request.

3. All possible contingencies cannot be itemized and scheduled and extra seasonal traffic and inclement weather can change the frequencies of many of the duties. Therefore, all work will be performed in a professional manner and done in the best interests of maintaining a clean, presentable building. Extra cleaning duties outside of the scheduled work shall be performed where and when necessary or as requested by the Facility Maintenance Manager or designated State representative, at the “Optional Bid Price” of an hourly rate per custodian as provided by the Contractor on Attachment B Cost Proposal Bid Sheet.

4. The Contractor will be on call, to respond within four (4) hours, for emergency clean-up outside of the regular schedule including Holidays and weekends at the “Optional Bid Price” of an hourly rate per custodian as provided on Attachment B Cost Proposal Bid Sheet.

5. Contractor’s employees must be trained in proper cleaning techniques for building finishes including but not limited to hard surface and carpeted floors, doors and trim, etc.

6. The Contractor will be responsible for maintaining OSHA approved safety standards for all personnel and work areas. Wet floor areas will be appropriately marked with "CAUTION" signs or roped off during work in occupied areas.

7. Contractor will maintain and restock products in all rest rooms and break rooms dispensers (See Section V.H.).

8. Any malfunctioning or damaged fixtures, sinks, stools, water fountains or lighting, as well as needed building maintenance shall be reported to the NDOT Facilities Maintenance Manager or designated NDOT representative immediately.

O. SITE SPECIFIC INFORMATION / REQUIREMENTS AND WORK SCHEDULE
I. BUILDING NO. 00201 CENTRAL OFFICE BUILDING
1500 Nebraska Highway 2

a. Specific Facility Security: The offices listed below in Table 2 shall remain closed and secured while night-time janitorial services are performed:

<table>
<thead>
<tr>
<th>OFFICES</th>
<th>ROOM NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources Office</td>
<td>113</td>
</tr>
<tr>
<td>Construction Office</td>
<td>105</td>
</tr>
<tr>
<td>Attorney General Office</td>
<td>204</td>
</tr>
<tr>
<td>Director’s Office</td>
<td>212</td>
</tr>
</tbody>
</table>

b. Trash pick-up barrels, dumpsters, and recycle dumpsters are located at the loading dock.

c. Night-time and daytime janitorial services are required as specified below.

1. Nightly Core Duties:
   a. Empty all waste receptacles including the waste receptacles in the rest rooms and damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpsters.
   b. Upon completion of disposing trash into the dumpsters, all trash barrels shall be returned to the loading dock and the loading dock area shall be swept of any scattered debris.
   c. Recycle barrels for mixed office paper shall be emptied into the recycling dumpster located at the loading dock and returned nightly. Flatten all cardboard boxes before placing into the recycling bin.
   d. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   e. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   f. Clean all external and internal door partition glass to remove smudges and finger prints.

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g. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.

h. Dust mop and damp mop (with clean water) all hard surface floors. Remove all spillage and tracking.

i. Maintain hard surface floor finish.

j. Sweep and damp mop stairway. Dust Stairway walls.

k. Sweep and damp mop or vacuum elevators.

l. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.

m. Vacuum traffic areas, and any spills.

n. Spot clean all carpeted areas.

o. Auditorium Nightly Duties:

1) Wipe and clean all chairs and tables in the auditorium.

2) Set up and configure chairs and tables in the auditorium nightly as specified on NDOT form #48 or as requested (See Exhibit 2: Request for Use of Auditorium). Set-up configurations requests (NDOT form #48) will be posted in the first floor janitorial supply room. Any set-up configuration requests for Monday meetings/events shall be provided on the previous Friday night.

p. Clean the exterior and interior of microwaves located in only designated break rooms and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.

q. Refill paper towel and soap dispensers in all designated break rooms.

r. Clean all sinks including slop sinks and counter tops.

s. Clean all drinking fountains with sanitizing solution.

t. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.

u. Maintain janitorial supply room in a clean, neat and orderly fashion.

v. Restroom Nightly Core Duties:

1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.

2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.

3) Sweep and damp mop rest room floors with appropriate cleaner.

4) Scrub the floor around the toilets and urinals with appropriate cleaner.

5) Refill the toilet paper holders.

6) Refill paper towel and hand soap dispensers.

7) Refill feminine products dispensers.

8) As needed replace cloth towels in cloth roll towel dispensers (where present).

2. Weekly Night-Time Core Duties:

a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.

b. Excluding desk tops; when accessible, dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, window sills, counter tops and counter ledges with furniture polish.

c. Spot clean all interior window glass.

d. Empty recycle containers for plastics and deposit the contents into the recycle bin located at the loading dock.

e. Auto scrub the quarry tile in the cafeteria area, located in the lower level. Do not apply any finish to the quarry tile.

3. Monthly Night-Time Core Duties:

a. Dust/clean wainscot in circulation areas where present.

b. Vacuum all air conditioning vents and return grilles and adjacent tiles.

c. Dust light grills.

4. Quarterly Night-Time Core Duties:

a. Clean all marble and tile wall surfaces with appropriate cleaner.

5. Semi-Annual Night-Time Core Duties:

a. Steam clean all carpeted areas including all area mats (see Section V.L.2 for scheduling details).

6. Annual Night-Time Core Duties:

a. Apply new finish to hard surface floors (See Section V.L.3 for scheduling details).
b. Clean all interior and exterior glass including transoms.

c. Clean both sides of the interior magnetic storm windows with a non-abrasive window cleaner.

7. **DAYTIME Work Schedule and Core Duties:**
   a. **Auditorium Daily Duties:**
      1) On a daily basis, prior to 8:00 a.m., verify the auditorium tables/chairs configuration set-up as specified on the NDOT form #48 has been properly set-up and correct any misplacement of chairs and tables. The Auditorium configuration requests (See Exhibit 2: Request for Use of Auditorium) are posted in the first floor janitorial supply room. Contact the Facility Maintenance Manager if assistance for re-configuring chairs and tables is needed.
      2) On an “as needed” basis, set-up auditorium chairs and tables as directed by the Facility Maintenance Manager.
      3) Wipe and clean all chairs and tables in the auditorium.
   
   b. Wipe and clean all dining room tables and chairs in the cafeteria area at 1:00 P.M. daily.
   c. Clean the exterior and interior of microwaves located in the cafeteria area daily and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
   d. Vacuum carpeted areas in the cafeteria daily.
   e. Sweep quarry tile floor in the cafeteria area after 1:00 P.M. daily.
   f. Restock the toilet paper holders, paper towel and hand soap dispensers and feminine products dispenser in the lower level rest rooms after 1:00 P.M. daily and replenish all other rest rooms in the building as needed.
   g. Mop spills and tracking in the building to maintain a good appearance daily.
   h. Spot clean all entry glass daily.
   i. The mini-park behind the Central Office Building (building #00201) shall be serviced in the afternoon on a daily basis and includes the following duties:
      1) Empty trash containers and replace liner as needed.
      2) Empty all outdoor cigarette urns and replace sand as necessary. NDOT shall be responsible for providing the sand.

II. **1501 BUILDING NO. 00202 – NEBRASKA STATE PATROL (NSP) / RIGHT OF WAY 1600 Highway 2**

Building #00202 is occupied by the Nebraska State Patrol on the first floor and lower level of the building and the NDOT Right of Way Division is on the second floor. Each area has specific requirements as listed below.

1. Only the Contractor’s employees who have authorized access to Building #00202 are allowed to enter and provide janitorial services in restricted areas.

2. All *interior office doors* on the first floor shall remain locked and entry to each office area for **daytime** janitorial services will require access from State Patrol personnel.

3. Trash pick-up barrels (on dollies), dumpsters, and recycle dumpsters are located in the lower level.

4. All rest rooms, hallways/common areas and breakrooms in the building regardless of what floor they are located require **night-time** janitorial services.

5. **STATE PATROL AREA: Requires both daytime and night-time janitorial services.**

III. **STATE PATROL AREA - 1st FLOOR AND LOWER LEVEL**

1. **DAYTIME Core Duties:**
   Entry to each office area for daytime janitorial services will require access from State Patrol personnel.

   a. Empty all waste receptacles and damp wipe waste receptacles and change liners as needed. Trash is to be collected and transported to the lower level area.
   b. Remove contents from the recycling receptacles to the recycling bin located in the basement. Flatten all cardboard boxes before placing into the recycling bin.
   c. Sweep the basement area.
   d. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   e. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   f. Clean all external and internal door partition glass to remove smudges and finger prints.
g. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.

h. Spot clean all carpeted areas.

i. Vacuum traffic areas, and any spills.

j. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.

k. Dust mop and spot clean the windows in the skywalk area.

2. **Nightly Core Duties:**
   a. Dust mop and damp mop (with clean water) all hard surface floors. Remove all spillage and tracking.
   b. Maintain hard surface floor finish.
   c. Sweep and damp mop stairway. Dust Stairway walls.
   d. Sweep and damp mop or vacuum elevators (where available).
   e. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
   f. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
   g. Refill paper towel and soap dispensers in all designated break rooms.
   h. Clean all sinks including slop sinks and counter tops.
   i. Clean all drinking fountains with sanitizing solution.
   j. Maintain janitorial supply room in a clean, neat and orderly fashion.

k. **Restroom Nightly Core Duties:**
   1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
   2) Empty waste receptacles and damp wipe waste receptacles and change liners as needed. Trash is to be collected and transported to the lower level area.
   3) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
   4) Sweep and damp mop rest room floors with appropriate cleaner.
   5) Scrub the floor around the toilets and urinals with appropriate cleaner.
   6) Refill the toilet paper holders.
   7) Refill paper towel and hand soap dispensers.
   8) Refill feminine products dispenser.
   9) As needed replace cloth towels in cloth roll towel dispensers (where present).

3. **Weekly Daytime Core Duties:**
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   c. Spot clean all interior window glass.

4. **Monthly Daytime Core Duties:**
   a. Dust/clean wainscot in circulation areas where present.
   b. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   c. Dust light grills.

5. **Quarterly Night-Time Core Duties:**
   a. Clean all tile wall surfaces with appropriate cleaner.

6. **Semi-Annual Night-Time Core Duties:**
   a. Steam clean all carpeted areas including all area mats.  **Contractor shall coordinate and schedule this duty with the State Patrol designated representative and Capitol Security shall be present during the work activity (See Section V.L.2 for scheduling details).**

7. **Annual Night-Time Core Duties:**
   a. Apply new finish to hard surface floors.  **Contractor shall coordinate and schedule this duty with the State Patrol designated representative and Capitol Security shall be present during the work activity (See Section V.L.3 for scheduling details).**
   b. Clean all interior and exterior glass including transoms. In addition, exterior windows with blinds between the glazing panels shall require annual cleaning. The interior glazing panel shall be removed.
and cleaned on both sides and the blinds and interior screens shall be cleaned with a non-abrasive cleaner.

IV. NDOT RIGHT OF WAY DIVISION
2ND Floor

1. Nightly Core Duties:
   NDOT RIGHT OF WAY DIVISION: Night-time janitorial services shall be provided for the second floor of the Right of Way building (#00202); with the exception of the Records/File Room (RM #201). This is a secured area and requires daytime janitorial services.
   a. Empty all waste receptacles including the waste receptacles in the rest rooms and damp wipe waste receptacles and change liners as needed. Trash is to be collected and returned to the lower level.
   b. Remove contents from the recycling receptacles to the recycling bin located in the lower level. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean all external and internal door partition glass to remove smudges and finger prints.
   f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   g. Dust mop and damp mop (with clean water) all hard surface floors. Remove all spillage and tracking.
   h. Maintain hard surface floor finish.
   i. Sweep and damp mop stairway (where available). Dust Stairway walls.
   j. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
   k. Sweep and damp mop or vacuum elevators (where available).
   l. Vacuum traffic areas, and any spills.
   m. Spot clean all carpeted areas.
   n. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
   o. Refill paper towel and soap dispensers in all designated break rooms.
   p. Clean all sinks including slop sinks and counter tops.
   q. Clean all drinking fountains with sanitizing solution.
   r. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.
   s. Maintain janitorial supply room in a clean, neat and orderly fashion.
   t. Restroom Nightly Core Duties:
      1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
      2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
      3) Sweep and damp mop rest room floors with appropriate cleaner.
      4) Scrub the floor around the toilets and urinals with appropriate cleaner.
      5) Refill the toilet paper holders.
      6) Refill paper towel and hand soap dispensers.
      7) Refill feminine products dispenser.
      8) As needed replace cloth towels in cloth roll towel dispensers (where present).

2. Weekly Night-Time Core Duties:
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   c. Spot clean all interior window glass.

3. Monthly Night-Time Core Duties:
   a. Dust/clean wainscot in circulation areas where present.
   b. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   c. Dust light grills.
4. **Quarterly Night-Time Core Duties:**
   a. Clean all tile wall surfaces with appropriate cleaner.

5. **Semi-Annual Night-Time Core Duties:**
   a. Steam clean all carpeted areas including the records/file room and all area mats (See Section V.L.2 for scheduling details).

6. **Annual Night-Time Core Duties:**
   a. Apply new finish to hard surface floors (See Section V.L.3 for scheduling details).
   b. Clean all interior and exterior glass including transoms.

7. **DAYTIME Core Duties:**
   Room # 201 (Records/File Room) is a secured area and requires daytime janitorial services. Entry to RM #201 for daytime janitorial services will require access from NDOT staff.
   a. Empty all waste receptacles and damp wipe waste receptacles and change liners as needed.
   b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   f. Vacuum traffic areas, and any spills.
   g. Spot clean all carpeted areas.

8. **Weekly Day-Time Core Duties:**
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.

9. **Monthly Daytime Core Duties:**
   a. Dust/clean wainscot in circulation areas where present.
   b. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   c. Dust light grills.

V. **BUILDING NO. 00203 MATERIALS AND RESEARCH (M&R) BUILDING**

   Highway 2

   a. **Night-time** janitorial services are required.
   b. Trash pick-up barrels (on dollies), dumpsters, and recycle dumpsters are located at loading dock entry.
   c. The lab areas contain specialized and extremely sensitive equipment; therefore, the Contractor's employees must exercise caution when working in these areas. Under no circumstances shall the Contractor's employees touch testing equipment or disturb on-going tests.
   d. Janitorial services are not required for the Shop Area.

1. **Nightly Core Duties (Shop Area Is Excluded):**
   a. Empty all waste receptacles in office areas, break rooms and rest rooms and damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpsters.
   b. Upon completion of disposing trash into the dumpsters, all trash barrels shall be returned to the loading dock and the loading dock area shall be swept of any scattered debris.
   c. Recycle barrels for mixed office paper shall be emptied into the recycling dumpster located at the loading dock and returned nightly. Flatten all cardboard boxes before placing into the recycling bin.
   d. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   e. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   f. Clean all external and internal door partition glass to remove smudges and finger prints.
   g. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   h. Dust mop and damp mop (with clean water) all hard surface floors. Remove all spillage and tracking.
   i. Maintain hard surface floor finish.
   j. Sweep and damp mop stairway. Dust Stairway walls.
k. Sweep and damp mop or vacuum elevators.
l. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
m. Vacuum traffic areas, and any spills.
n. Spot clean all carpeted areas.
o. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
p. Refill paper towel and soap dispensers in all designated break rooms.
q. Clean all sinks including slop sinks and counter tops.
r. Clean all drinking fountains with sanitizing solution.
s. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.
t. Maintain janitorial supply room in a clean, neat and orderly fashion.

u. Restroom Nightly Core Duties:
   1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
   2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
   3) Sweep and damp mop rest room floors with appropriate cleaner.
   4) Scrub the floor around the toilets and urinals with appropriate cleaner.
   5) Refill the toilet paper holders.
   6) Refill paper towel and hand soap dispensers.
   7) Refill feminine products dispensers.
   8) As needed replace cloth towels in cloth roll towel dispensers (where present).

2. Nightly Core Duties-Lab Areas:
   a. Sweep, dust and damp mopped hard surface flooring in all labs excluding the physical test room, bituminous lab and moist room.
   b. Sweep the hard surface flooring in the concrete labs with a sweeping compound.

3. Weekly Night-Time Core Duties:
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   c. Spot clean all interior window glass, including the Lab Areas.
   d. Empty recycle containers for plastics and deposit the contents into the recycle bin located at the loading dock.

4. Monthly Night-Time Core Duties:
   a. Dust/clean wainscot in circulation areas where present.
   b. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   c. Dust light grills.

5. Quarterly Night-Time Core Duties:
   a. Clean all tile wall surfaces with appropriate cleaner.

6. Semi-Annual
   a. Steam clean all carpeted areas including all area mats (See Section V.L.2 for scheduling details).

7. Annual Night-Time Core Duties:
   a. Apply new finish to hard surface floors (See Section V.L.3 for scheduling details).
   b. Clean all interior and exterior glass including transoms. In addition, exterior windows with blinds between the glazing panels shall require annual cleaning. The interior glazing panel shall be removed and cleaned on both sides and the blinds and interior screens shall be cleaned with a non-abrasive cleaner.

VI. BUILDING NO. 00101 OPERATIONS
5001 So. 14TH St.
   a. Building #00101 contains the following areas: office space, warehouse area, and automotive/equipment repair shop (Fleet Shop).
b. **Night-time** janitorial services are required.

c. The main gate is automated and is programmed to close each night at 5:30 P.M. An access card is required for entry and exiting the gated area. The gate will remain open for approximately 45 seconds before closing and the custodian(s) must remain at the gate until it closes. Do not allow unauthorized individuals to pass through the gate while it is open.

d. Exterior dumpsters are located outside at the west end of the Fleet Shop and at the north dock. The overhead doors at those locations are activated to a silent alarm system. Prior to exiting through these doors, the custodial supervisor shall be responsible for contacting Capitol Security for clearance. Security contact information shall be provided to the awarded Contractor upon commencement of the contract.

1. **Nightly Core Duties:**
   a. Empty all waste receptacles, including the waste receptacles in the rest rooms and damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpsters.
   b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean all external and internal door partition glass to remove smudges and finger prints.
   f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   g. Dust mop and damp mop (with clean water) all hard surface floors. Remove all spillage and tracking.
   h. Maintain hard surface floor finish.
   i. Sweep and damp mop stairway. Dust Stairway walls.
   j. Sweep and damp mop or vacuum elevators.
   k. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
   l. Vacuum traffic areas, and any spills.
   m. Spot clean all carpeted areas.
   n. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
   o. Refill paper towel and soap dispensers in all designated break room.
   p. Clean all sinks including slop sinks and counter tops.
   q. Clean all drinking fountains with sanitizing solution.
   r. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.
   s. Maintain janitorial supply room in a clean, neat and orderly fashion.

2. **Restroom Core Duties:**
   1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
   2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
   3) Sweep and damp mop rest room floors with appropriate cleaner.
   4) Scrub the floor around the toilets and urinals with appropriate cleaner.
   5) Refill the toilet paper holders.
   6) Refill paper towel and hand soap dispensers.
   7) Refill feminine products dispensers.
   8) As needed replace cloth towels in cloth roll towel dispensers (where present).

3. **Fleet Shop Core Duties:**
   1) Squeegee any standing water from the concrete floor prior to sweeping the concrete floor.
   2) Sweep entire concrete floor including underneath work benches with sweeping compound. Sweep around heavy equipment or vehicles that are in the shop. **Do not sweep underneath any equipment or vehicles.** Compressed air or a water hose to clean the floor is not allowed.
   3) Clean the concrete floor where accessible with an automatic scrubbing machine.
   4) Clean oil/grease spots using a degreaser.
   5) Empty all trash containers and returned them to their original locations and secure lids back on the containers.

4. **Warehouse Core Duties:**
   1) Dust mop the warehouse floor on a nightly basis.
2) During inclement weather damp mop the warehouse floor and squeegee off any present water.

2. **Weekly Core Duties:**
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   c. Spot clean all interior window glass

3. **Monthly Core Duties:**
   a. Dust/clean wainscot in circulation areas where present.
   b. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   c. Dust light grills.
   d. Auto scrub the warehouse floor every fourth Wednesday or as designated by NDOT. In the event the scheduled day falls on a Holiday, the auto scrub cleaning shall be performed the day before.

4. **Quarterly Duties:**
   a. Clean all tile wall surfaces with appropriate cleaner.

5. **Semi-Annual Core Duties:**
   a. Steam clean all carpeted areas including all area mats (See Section V.L.2 for scheduling details).

6. **Annual Core Duties:**
   a. Apply new finish to hard surface floors (See Section V.L.3 for scheduling details).
   b. Clean all interior and exterior glass including transoms.
   c. Wash all high bay shop light fixture lens in the Fleet Shop.

VII. **BUILDING NO. 00102 VEHICLE SERVICE BUILDING**
5001 So. 14th St.

   a. Building #00102 contains the following areas: office space, welding shop, and gas records area.
   b. **Night-time** janitorial services are required.
   c. Dumpsters are located west of shop.

1. **Nightly Core Duties:**
   a. Empty all waste receptacles including the waste receptacles in the rest rooms and damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpsters.
   b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean all external and internal door partition glass to remove smudges and finger prints.
   f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   g. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
   h. Vacuum traffic areas, and any spills.
   i. Spot clean all carpeted areas.
   j. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
   k. Refill paper towel and soap dispensers in all designated break rooms.
   l. Clean all sinks including slop sinks and counter tops.
   m. Clean all drinking fountains with sanitizing solution.
   n. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.
   o. Empty the trash barrel located at the gas pump island.
   p. Maintain janitorial supply room in a clean, neat and orderly fashion.
q. Restroom Core Duties:
   1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
   2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
   3) Sweep and damp mop rest room floors with appropriate cleaner.
   4) Scrub the floor around the toilets and urinals with appropriate cleaner.
   5) Refill the toilet paper holders.
   6) Refill paper towel and hand soap dispensers.
   7) Refill feminine products dispenser.
   8) As needed replace cloth towels in cloth roll towel dispensers (where present).

2. Weekly Core Duties:
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   c. Spot clean all interior window glass.
   d. Squeegee any standing water from the shop concrete floor prior to sweeping the concrete floor.
   e. Sweep the entire shop concrete floor with sweeping compound.

3. Monthly Core Duties:
   a. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   b. Dust light grills.

4. Semi-Annual Core Duties:
   a. Steam clean all carpeted areas including all area mats (See Section V.L.2 for scheduling details).

5. Annual Core Duties:
   a. Clean all interior and exterior glass including transoms.

VIII. BUILDING NO. 00103 ELECTRONIC – TRAFFIC COUNTER SHOP
5001 So. 14th St.

   a. Building #00103 consist of Electronic Shop, Traffic Counter Shop and warehouse area bays. Janitorial services are not required for the warehouse area bays.
   b. Night-time janitorial services are required.
   c. Dumpsters are located near the entrance to the Traffic Counter Shop, Building #00103.

1. Nightly Core Duties:
   a. Empty all waste receptacles including the waste receptacles in the rest rooms and damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpsters.
   b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean all external and internal door partition glass to remove smudges and finger prints.
   f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   g. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
   h. Vacuum traffic areas, and any spills.
   i. Spot clean all carpeted areas.
   j. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
   k. Refill paper towel and soap dispensers in all designated break rooms.
   l. Clean all sinks including slop sinks and counter tops.
   m. Clean all drinking fountains with sanitizing solution.
   n. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.
   o. Sweep concrete floor areas.
p. Maintain janitorial supply room in a clean, neat and orderly fashion.
q. **Restroom Core Duties:**
   1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
   2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
   3) Sweep and damp mop rest room floors with appropriate cleaner.
   4) Scrub the floor around the toilets and urinals with appropriate cleaner.
   5) Refill the toilet paper holders.
   6) Refill paper towel and hand soap dispensers.
   7) Refill feminine products dispenser.
   8) As needed replace cloth towels in cloth roll towel dispensers (where present).

2. **Weekly Core Duties:**
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   c. Spot clean all interior window glass.

3. **Monthly Core Duties:**
   a. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   b. Dust light grills.

4. **Semi-Annual Core Duties:**
   a. Steam clean all carpeted areas including all area mats (See Section V.L.2 for scheduling details).

5. **Annual Core Duties:**
   a. Clean all interior and exterior glass including transoms.

**IX. BUILDING NO. 00110 GROUNDSKEEPER SHOP**

5001 So. 14th St.

a. Building #00110 consist of office areas, two (2) bay areas and shop area.
b. **Night-time** janitorial services are required.
   c. Dumpsters are located south of building.

1. **Nightly Core Duties:**
   a. Empty all waste receptacles including the waste receptacles in the rest rooms and damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpsters.
   b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean all external and internal door partition glass to remove smudges and finger prints.
   f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   g. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
   h. Vacuum traffic areas, and any spills.
   i. Spot clean all carpeted areas.
   j. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
   k. Refill paper towel and soap dispensers in all designated break rooms.
   l. Clean all sinks including slop sinks and counter tops.
   m. Clean all drinking fountains with sanitizing solution.
   n. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.
   o. Squeegee any standing water from the concrete floor prior to sweeping the concrete floor.
   p. Sweep concrete floor areas with sweeping compound.
   q. Maintain janitorial supply room in a clean, neat and orderly fashion.
r. **Restroom Core Duties:**
   1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
   2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
   3) Sweep and damp mop rest room floors with appropriate cleaner.
   4) Scrub the floor around the toilets and urinals with appropriate cleaner.
   5) Refill the toilet paper holders.
   6) Refill paper towel and hand soap dispensers.
   7) Refill feminine products dispenser.
   8) As needed replace cloth towels in cloth roll towel dispensers (where present).

2. **Weekly Core Duties:**
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   c. Spot clean all interior window glass.

3. **Monthly Core Duties:**
   a. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   b. Dust light grills.

4. **Semi-Annual Core Duties:**
   a. Steam clean all carpeted areas including all area mats (See Section V.L.2 for scheduling details.)

5. **Annual Core Duties:**
   a. Clean all interior and exterior glass including transoms.

X. **BUILDING NO. 00111 BRIDGE INSPECTION BUILDING**

   1. **Nightly Core Duties:**
      a. Empty all waste receptacles including the waste receptacles in the rest rooms and damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpsters.
      b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
      c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
      d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
      e. Clean all external and internal door partition glass to remove smudges and finger prints.
      f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
      g. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
      h. Vacuum traffic areas, and any spills.
      i. Spot clean all carpeted areas.
      j. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
      k. Refill paper towel and soap dispensers in all designated break rooms.
      l. Clean all sinks including slop sinks and counter tops.
      m. Clean all drinking fountains with sanitizing solution.
      n. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.
      o. Squeegee any standing water from the concrete floor prior to sweeping the concrete floor.
      p. Sweep concrete floor areas with sweeping compound.
      q. Maintain janitorial supply room in a clean, neat and orderly fashion.
r. **Restroom Core Duties:**
1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
3) Sweep and damp mop rest room floors with appropriate cleaner.
4) Scrub the floor around the toilets and urinals with appropriate cleaner.
5) Refill the toilet paper holders.
6) Refill paper towel and hand soap dispensers.
7) Refill feminine products dispenser.
8) As needed replace cloth towels in cloth roll towel dispensers (where present).

2. **Weekly Core Duties:**
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   c. Clean the south bay shop floor with an automatic scrubbing machine. Please note: the bay area is not equipped with a floor drain.
   d. Spot clean all interior window glass.

3. **Monthly Core Duties:**
   a. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   b. Dust light grills.

4. **Semi-Annual Core Duties:**
   a. Steam clean all carpeted areas including all area mats (See Section V.L.2 for scheduling details).

5. **Annual Core Duties:**
   a. Clean all interior and exterior glass including transoms.

XI. **BUILDING NO. 00113 ENGINEERING FIELD OFFICE**
5001 So. 14th St.

   a. Building #00113 consist of office areas, engineering equipment storage area and two (2) bay areas. Janitorial services are not required for the engineering equipment storage area.
   b. **Night-time** janitorial services are required.
   c. Trash must be emptied into the dumpster located at Building #00101.

1. **Nightly Core Duties:**
   a. Empty all waste receptacles including the waste receptacles in the rest rooms and damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpsters.
   b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean all external and internal door partition glass to remove smudges and finger prints.
   f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   g. Dust mop and damp mop (with clean water) all hard surface floors. Remove all spillage and tracking.
   h. Maintain hard surface floor finish.
   i. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
   j. Vacuum traffic areas, and any spills.
   k. Spot clean all carpeted areas.
   l. Sweep concrete floor areas with sweeping compound.
   m. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
   n. Refill paper towel and soap dispensers in all designated break rooms.
   o. Clean all sinks including slop sinks and counter tops.
   p. Clean all drinking fountains with sanitizing solution.
q. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.

r. Maintain janitorial supply room in a clean, neat and orderly fashion.

s. **Restroom Core Duties:**
   1. Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
   2. Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
   3. Sweep and damp mop rest room floors with appropriate cleaner.
   4. Scrub the floor around the toilets and urinals with appropriate cleaner.
   5. Refill the toilet paper holders.
   6. Refill paper towel and hand soap dispensers.
   7. Refill feminine products dispensers.
   8. As needed replace cloth towels in cloth roll towel dispensers (where present).

2. **Weekly Core Duties:**
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   c. Spot clean all interior window glass.

3. **Monthly Core Duties:**
   a. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   b. Dust light grills.

4. **Semi-Annual Core Duties:**
   a. Steam clean all carpeted areas including all area mats (See Section V.L.2 for scheduling details).

5. **Annual Core Duties:**
   a. Apply new finish to hard surface floors (See Section V.L.3 for scheduling details).
   b. Clean all interior and exterior glass including transoms.

XII. **BUILDING NO. 10101 DISTRICT ONE SHOP AND OFFICE BUILDING 302 Superior St.**

   a. Building #10101 consist of office areas and shop area. **Janitorial floor cleaning services are not required for the shop area. Janitorial services are required for the main office building and offices located in the shop area.**
   b. **Night-time** janitorial services are required.
   c. Dumpsters are located across the creek, along the north fence.

1. **Nightly Core Duties:**
   a. Empty all waste receptacles including the waste receptacles in offices in the shop area and the rest rooms. Damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpsters.
   b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean all external and internal door partition glass to remove smudges and finger prints.
   f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   g. Dust mop and damp mop (with clean water) all hard surface floors, including the offices in the shop area. Remove all spillage and tracking.
   h. Maintain hard surface floor finish including the offices in the shop area.
   i. Sweep and damp mop stairway. Dust Stairway walls.
   j. Sweep and damp mop or vacuum elevators.
   k. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
   l. Vacuum traffic areas, and any spills.
m. Spot clean all carpeted areas.

n. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.

o. Refill paper towel and soap dispensers in all designated break rooms.

p. Clean all counter tops and sinks including the slop sink in the shop area.

q. Restock paper products.

r. Clean all drinking fountains with sanitizing solution.

s. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.

t. Maintain janitorial supply room in a clean, neat and orderly fashion.

u. Restroom Core Duties:
   1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
   2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
   3) Sweep and damp mop rest room floors with appropriate cleaner.
   4) Scrub the floor around the toilets and urinals with appropriate cleaner.
   5) Refill the toilet paper holders.
   6) Refill paper towel and hand soap dispensers.
   7) Refill feminine products dispensers.

2. Weekly Core Duties:
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   c. Clean observation windows in the offices located in the shop area.
   d. Spot clean all interior window glass.

3. Monthly Core Duties:
   a. Dust/clean wainscot in circulation areas where present.
   b. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   c. Dust light grills.

4. Semi-Annual Core Duties:
   a. Steam clean all carpeted areas including all area mats (See Section V.L.2 for scheduling details).
   b. Clean all transoms, interior and exterior windows including the windows in the shop area.

5. Annual Core Duties
   a. Apply new finish to hard surface floors including the hard surface floors in the main building and offices in the shop (See Section V.L.3 for scheduling details).

XIII. BUILDING NO. 10201 SALT VALLEY MAINTENANCE SHOP AND OFFICE
5300 Salt Valley View

a. Building #10201 consist of office areas and shop area. Janitorial services are not required for the shop area except for cleaning the rest rooms and slop sinks located in the shop areas (one sink is in the Mechanic Bay and other sink is by the stairway).
   a. Night-time janitorial services are required for all office areas.
   b. A dumpster is located next to the building.

1. Nightly Core Duties:
   a. Empty all waste receptacles including the waste receptacles in the offices in the shop area and the rest rooms. Damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpster.
   b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean all external and internal door partition glass to remove smudges and finger prints.
f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
g. Dust mop and damp mop (with clean water) all hard surface floors, including the offices in the shop area. Remove all spillage and tracking.
h. Maintain hard surface floor finish including the offices in the shop area.
i. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
j. Vacuum traffic areas, and any spills.
k. Spot clean all carpeted areas.
l. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
m. Refill paper towel and soap dispensers in all designated break rooms.
n. Clean all counter tops and sinks including the slop sink in the shop area.
o. Restock paper products.
p. Clean all drinking fountains with sanitizing solution.
q. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.
r. Maintain janitorial supply room in a clean, neat and orderly fashion.
s. **Restroom Core Duties:**
   1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
   2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
   3) Sweep and damp mop rest room floors with appropriate cleaner.
   4) Scrub the floor around the toilets and urinals with appropriate cleaner.
   5) Refill the toilet paper holders.
   6) Refill paper towel and hand soap dispensers.
   7) Refill feminine products dispenser.

2. **Weekly Core Duties:**
   a. Thoroughly vacuum all carpeted areas. Exercise care not to contact doors, walls, furniture and hard surfaces. All carpeting will be edged with the appropriate vacuum.
   b. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   c. Clean observation windows in the offices located in the shop area.
   b. Spot clean all interior window glass.

3. **Monthly Core Duties:**
   a. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   b. Dust light grills.

4. **Semi-Annual Core Duties:**
   a. Clean all transoms, interior and exterior windows including the windows in the shop area.
   b. Steam clean all carpeted areas including all area mats (See Section V.L.2 for scheduling details).

5. **Annual Core Duties:**
   a. Apply new finish to hard surface floors including the hard surface floors in the offices in the shop (See Section V.L.3 for scheduling details).

XIV. **BUILDING NO. 15701 EASTBOUND I-80 SCALE OFFICE**
**Mile Marker No. 415**

   a. **Daytime** janitorial services are required Monday through Friday, excluding State Holidays between 8:00 A.M. and 5:00 P.M. or as designated by the Lieutenant or designee of the Carrier Enforcement. The work schedule may not be altered unless approved by the Lieutenant or designee.

   b. NSP staff may or may not be present in the building during the work day. In the event, NSP staff is not present in the building, the Contractor and janitorial staff shall be responsible for ensuring all doors used for entering and exiting the building during the performance of day-time janitorial services are closed and secured upon leaving the premises.
c. Contractor's employees shall be required to abide with NDOT and NSP conduct and building regulations and conduct themselves in a professional manner. Under no circumstances, shall janitorial staff interfere with or disrupt the Nebraska State of Patrol activities including security/enforcement incidents or arrests. Janitorial staff must refrain from interacting and/or conversing with NSP staff during the above mentioned activities and continue with their regular duties in another area or as directed by NSP staff.

d. Dumpster is located on the southeast side of the building.

1. Daily Core Duties:
   a. Empty all waste receptacles including the waste receptacles in the rest rooms and damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpster.
   b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean all internal and external door partition glass to remove smudges and finger prints.
   f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   g. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
   h. Dust mop and damp mop (with clean water) all hard surface floors and remove all spillage and tracking.
   i. Maintain hard surface floor finish.
   j. Sweep deck and pit in Inspection Bay.
   k. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
   l. Refill paper towel and soap dispensers in all designated break rooms.
   m. Clean all sinks and counter tops.
   n. Clean all drinking fountains with sanitizing solution.
   o. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.
   p. Maintain janitorial supply room in a clean, neat and orderly fashion.
q. Restroom Core Duties:
   1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
   2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
   3) Sweep and damp mop rest room floors with appropriate cleaner.
   4) Scrub the floor around the toilets and urinals with appropriate cleaner.
   5) Refill the toilet paper holders.
   6) Refill paper towel and hand soap dispensers.
   7) Refill feminine products dispenser.
   8) As needed replace cloth towels in cloth roll towel dispensers (where present).

2. Weekly Core Duties:
   a. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   b. Spot clean all interior window glass.

3. Monthly Core Duties:
   a. Dust/clean wainscot in circulation areas where present.
   b. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   c. Dust light grills.

4. Quarterly Core Duties:
   a. Power wash deck and pit in the inspection bay (Refer to section V.H. Equipment and Supplies).

5. Annual Core Duties:
   a. Apply new finish to hard surface floors (See Section V.L.3 for scheduling details).
   b. Clean all interior and exterior glass including transoms.
XV. BUILDING NO. 15801 WESTBOUND I80 SCALE OFFICE
Mile Marker No. 415

a. **Daytime** janitorial services are required Monday through Friday, excluding State Holidays between 8:00 A.M. and 5:00 P.M. or as designated by the Lieutenant or designee of the Carrier Enforcement. The work schedule may not be altered unless approved by the Lieutenant or designee.

b. NSP staff may or may not be present in the building during the work day. In the event, NSP staff is not present in the building, the Contractor and janitorial staff shall be responsible for ensuring all doors used for entering and exiting the building during the performance of day-time janitorial services are closed and secured upon leaving the premises.

c. Contractor’s employees shall be required to abide with NDOT and NSP conduct and building regulations and conduct themselves in a professional manner. **Under no circumstances, shall janitorial staff interfere with or disrupt the Nebraska State of Patrol activities including security/enforcement incidents or arrests. Janitorial staff must refrain from interacting and/or conversing with NSP staff during the above mentioned activities and continue with their regular duties in another area or as directed by NSP staff.**

d. Dumpster is located behind the building.

1. **Daily Core duties:**
   a. Empty all waste receptacles including the waste receptacles in the rest rooms and damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpster.
   b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean all external and internal door partition glass to remove smudges and finger prints.
   f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   g. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
   h. Dust mop and damp mop (with clean water) all hard surface floors and remove all spillage and tracking.
   i. Maintain hard surface floor finish.
   j. Sweep deck and pit in Inspection Bay.
   k. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
   l. Refill paper towel and soap dispensers in all designated break rooms.
   m. Clean all sinks and counter tops.
   n. Clean all drinking fountains with sanitizing solution.
   o. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.
   p. Maintain janitorial supply room in a clean, neat and orderly fashion.

q. **Restroom Core Duties:**
   1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
   2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
   3) Sweep and dam mop rest room floors with appropriate cleaner.
   4) Scrub the floor around the toilets and urinals with appropriate cleaner.
   5) Refill the toilet paper holders.
   6) Refill paper towel and hand soap dispensers.
   7) Refill feminine products dispenser.
   8) As needed replace cloth towels in cloth roll towel dispensers (where present).

2. **Weekly Core Duties:**
   a. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   b. Spot clean all interior window glass.
3. Monthly Core Duties:
   a. Dust/clean wainscot in circulation areas where present.
   b. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   c. Dust light grills.

4. Quarterly Core Duties:
   a. Power wash deck and pit in the inspection bay (Refer to Section V.H. Equipment and Supplies).

5. Annual Core Duties:
   a. Apply new finish to hard surface floors (See Section V.L.3 for scheduling details).
   b. Clean all interior and exterior glass including transoms.

XVI. BUILDING NO. 15601 WAVERLY SCALE OFFICE
HWY 6, Mile Marker No. 327

   a. Daytime janitorial services are required Monday through Friday, excluding State Holidays between 8:00 A.M. and 5:00 P.M. or as designated by the Lieutenant or designee of the Carrier Enforcement. The work schedule may not be altered unless approved by the Lieutenant or designee.

   b. NSP staff may or may not be present in the building during the work day. In the event, NSP staff is not present in the building, the Contractor and janitorial staff shall be responsible for ensuring all doors used for entering and exiting the building during the performance of day-time janitorial services are closed and secured upon leaving the premises.

   c. Contractor’s employees shall be required to abide with NDOT and NSP conduct and building regulations and conduct themselves in a professional manner. Under no circumstances, shall janitorial staff interfere with or disrupt the Nebraska State of Patrol activities including security/enforcement incidents or arrests. Janitorial staff must refrain from interacting and/or conversing with NSP staff during the above mentioned activities and continue with their regular duties in another area or as directed by NSP staff.

   d. Dumpster is located on the east side of the building.

1. Daily Core Duties:
   a. Empty all waste receptacles including the waste receptacles in the rest rooms and damp wipe waste receptacles and change liners as needed. Remove trash from building to dumpster.
   b. Remove contents from the recycling receptacles to the recycling bin. Flatten all cardboard boxes before placing into the recycling bin.
   c. Scrub and clean all trash and recycling receptacles that are dirty or stained.
   d. Spot clean all door surfaces, door handles, glass topped desks and tables to remove smudges and finger prints.
   e. Clean all external and internal door partition glass to remove smudges and finger prints.
   f. Clean light switch plates, and the wall surfaces around the light switch plates to remove finger prints and smudges.
   g. Vacuum entrance floor matting and during inclement weather, extract water from floor mats as needed.
   h. Dust mop and damp mop (with clean water) all hard surface floors and remove all spillage and tracking.
   i. Maintain hard surface floor finish.
   j. Sweep deck and pit in Inspection Bay.
   k. Clean the exterior and interior of microwaves located in designated break rooms only and ensure any food residues, harden spills and spatters in the microwaves are cleaned up and removed.
   l. Refill paper towel and soap dispensers in all designated break rooms.
   m. Clean all sinks and counter tops.
   n. Clean all drinking fountains with sanitizing solution.
   o. Empty all cigarette urns located at building exterior entrances/sitting areas and replace sand as necessary. NDOT shall be responsible for providing the sand.
   p. Maintain janitorial supply room in a clean, neat and orderly fashion.
   q. Restroom Core Duties:
      1) Clean rest rooms, including all fixtures, soap and paper towel dispensers, stools and stall partitions, mirrors, urinals, sinks and wall areas around the sinks and urinals with appropriate cleaners (germicidal cleaner, window cleaner, etc.). Apply disinfectant in stools and urinals.
      2) Clean the urinals and the inside/outside and rim of the toilet bowl(s) with a toilet brush and disinfectant.
3) Sweep and damp mop rest room floors with appropriate cleaner.
4) Scrub the floor around the toilets and urinals with appropriate cleaner.
5) Refill the toilet paper holders.
6) Refill paper towel and hand soap dispensers.
7) Refill feminine products dispenser.
8) As needed replace cloth towels in cloth roll towel dispensers (where present).

2. **Weekly Core Duties:**
   a. Excluding desk tops; Dust table tops, file cabinets, bookcases, chairs, coat racks, door frames, accessible window sills, counter tops and counter ledges with furniture polish.
   b. Spot clean all interior window glass.

3. **Monthly Core Duties:**
   a. Dust/clean wainscot in circulation areas where present.
   b. Vacuum all air conditioning vents and return grilles and adjacent tiles.
   c. Dust light grills.

4. **Quarterly Core Duties:**
   a. Power wash deck and pit in the inspection bay (Refer to section V.H. Equipment and Supplies).

5. **Annual Core Duties:**
   a. Apply new finish to hard surface floors (See Section V.L.3 for scheduling details).
   b. Clean all interior and exterior glass including transoms.

**P. DELIVERABLES**
Janitorial services as specified under this RFP and section V.O. Site Specific Information/Requirements and Work Schedule and as identified on Attachment B Cost Proposal Bid Sheet. The Contractor(s) shall provide all personnel, transportation, equipment, cleaning supplies, and consumable products to provide janitorial services as specified in this RFP.
VI. COST PROPOSAL REQUIREMENTS
This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

THE STATE’S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST SHEET
This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. PRICES
Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.
Form A
Bidder Contact Sheet
Request for Proposal Number R06-18

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder’s name and address, and the specific person(s) who are responsible for preparation of the bidder’s response.

### Preparation of Response Contact Information

<table>
<thead>
<tr>
<th>Bidder Name:</th>
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<tbody>
<tr>
<td>Bidder Address:</td>
</tr>
<tr>
<td>Contact Person &amp; Title:</td>
</tr>
<tr>
<td>E-mail Address:</td>
</tr>
<tr>
<td>Telephone Number (Office):</td>
</tr>
<tr>
<td>Telephone Number (Cellular):</td>
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<tr>
<td>Fax Number:</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Bidder Name:</th>
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<tbody>
<tr>
<td>Bidder Address:</td>
</tr>
<tr>
<td>Contact Person &amp; Title:</td>
</tr>
<tr>
<td>E-mail Address:</td>
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<tr>
<td>Telephone Number (Office):</td>
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<tr>
<td>Telephone Number (Cellular):</td>
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<tr>
<td>Fax Number:</td>
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</tbody>
</table>
Form B  
Notification of Intent to Attend Pre-Proposal Conference  
Request for Proposal Number R06-18

<table>
<thead>
<tr>
<th>Bidder Name:</th>
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<tbody>
<tr>
<td>Bidder Address:</td>
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<tr>
<td>Contact Person:</td>
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<td>E-mail Address:</td>
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<td>Telephone Number:</td>
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<td>Fax Number:</td>
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</tr>
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<td>Number of Attendees:</td>
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</table>

The “Notification of Intent to Attend Pre-Proposal Conference” form should be submitted to the Nebraska Department of Transportation via e-mail (ndot.OperationsProcurement@nebraska.gov), or by fax (402) 479-4567, hand delivered or US Mail by the date shown in the Schedule of Events.
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

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

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

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

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

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

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

FIRM:

COMPLETE ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

DATE:

SIGNATURE:

TYPED NAME & TITLE OF SIGNER: