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NEBRASKA DEPARTMENT OF TRANSPORTATION

PAGE 1 of 88	CONTRACT NUMBER KH2401 / 107736-O4 Ext. 1
CONTRACTOR # 9D62	BUYER Gayle Dietz
CONTRACTOR NAME AND ADDRESS: Garrets Lawn Service 17711 Storage Road Omaha, Nebraska 68136	
VENDOR CONTACT INFORMATION	**DESCRIPTION OF SERVICE**
Name: Garret McGahan Phone: 402-612-2459 Cell: 402-949-0480 E-mail: garretslawnservice@gmail.com	District 4 Rest Area Landscaping Maintenance Services

SERVICE CONTRACT AWARD

NE Dept. of Transportation
Operations Division
P.O. Box 94759
Lincoln, NE 68509-4759

EFFECTIVE DATES OF CONTRACT
June 08, 2025 through December 07, 2025

EXPIRATION DATE
This contract will expire 6 months from the effective date.

RENEWALS
The contract may be renewed for five (5) additional one (1) year periods when mutually agreeable to the contractor and the Nebraska Department of Transportation (NDOT).

EXTENSION PERIOD
State reserves the right and sole discretion to extend this contract beyond the expiration date.

NON-EXCLUSIVITY
This contract is not an exclusive contract to furnish the services shown below and does not preclude the purchase of similar services from other sources.

ORIGINAL BID DOCUMENT: Request for Proposal (RFP) #R308-23

SCOPE OF THE CONTRACT
The contractor shall provide the appropriate equipment, parts, tools, transportation, materials, management, and supervision of required or essential personnel necessary to ensure effective completion of all work and services as specified in this RFP # R308-23. All work shall be performed in a professional manner and in the best interests of maintaining clean presentable facilities and grounds. Contractor shall be responsible for providing minor repairs and maintenance services associated with the facilities irrigation systems to effectively maintain and operate the rest areas as designated by NDOT.

ESTIMATED CONTRACT AMOUNT: $ 94,200.00

State of Nebraska Dept. of Transportation

By: Signed by: Ben Merchant
Name: Ben Merchant
Title: District 4 Ops. & Maint. Mgr
Date: 05-14-2025

Contractor: Garrets Lawn Service

By:
Name: Garret McGahan
Title: Owner
Date: 5/2/25

Incorporation:

This contract and the following documents constitute the entirety of the contract:

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.

Order of Precedence:
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.

Criminal Background Investigation Policy:
Employees working at NDOT rest areas will have contact with the travelling public; and as such, these employees are considered to be working in a public-safety sensitive position. To ensure the safety of the travelling public, the contractor shall be responsible to obtain criminal background investigations of all employees who will be working at the rest areas, including any substitute employees. The contractor will review all investigation reports and determine if the employee(s) is suitable for work with the public at rest areas. 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:

https://statepatrol.nebraska.gov/services/criminal-history-record-requests

DELIVERBLES/CONTRACT LINE ITEMS:

Line #	Facility	Monthly Contract Price June through December	Annual Contract Price June through December	Hourly Contract Price June through December
1	York Rest Area-Eastbound Approximate Acres: 2.2	$2,850.00	$17,100.00	$125.00
2	York Rest Area-Westbound Approximate Acres: 2.2	$2,850.00	$17,100.00	$125.00
3	Grand Island Rest Area-Eastbound Approximate Acres: 4.5	$3,250.00	$19,500.00	$125.00
4	Grand Island Rest Area-Westbound Approximate Acres: 1.2	$2,250.00	$13,500.00	$125.00
5	Kearney Rest Area-Eastbound Approximate Acres: 1.75	$2,250.00	$13,500.00	$125.00
6	Kearney Rest Area-Westbound Approximate Acres: 1.75	$2,250.00	$13,500.00	$125.00

Estimated Contract Value: $ 94,200.00

Agreement Tracking System

AGREEMENT NO.				
O.P.R	AGREEMENT TYPE	YEAR	SEQUENCE NO.	SUPPLEMENTAL NO.
K	H	24	01	000

INSURANCE REQUIRED	YES
COVERAGE THRU	
UPDATED BY	DR19113 03-04-2024
TOTAL DOLLARS	188400.00

EXECUTION DATE	EFFECTIVE DATE (NOTICE TO PROCEED)	EXPIRATION DATE
03-08-2024	06-08-2024	06-07-2025

AGREEMENT CLASSIFICATION	23 - REST AREA
LOCATION	DISTRICT 4 REST AREAS
BRIEF DESCRIPTION OF AGREEMENT	LANDSCAPING SERVICES

SEQ	CONTROL NO. /RLP/AFE	FORMATTED PROJECT NUMBER PROJECT /RLP/AFE DESCRIPTION	CONTRACTOR NUMBER - NAME PROJECT LOCATION
00			9D62 - GARRET'S LAWN SERVICE LLC DISTRICT 4 REST AREAS

ROUTING & REVIEW DATES	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Printed By: DR19113 Date Printed: 03-08-2024 10:00 AM

NEBRASKA DEPARTMENT OF TRANSPORTATION

PAGE 1 of 2	CONTRACT NUMBER KH2401 / 107736-O4
CONTRACTOR # 9D62	BUYER Gayle Dietz

CONTRACTOR NAME AND ADDRESS:
Garrets Lawn Service
17711 Storage Road
Omaha, Nebraska 68136

Name: Garret McGahan Phone: 402-612-2459 Cell: 402-949-0480 E-mail: garretslawnservice@gmail.com	District 4 Rest Area Landscaping Maintenance Services

SERVICE CONTRACT AWARD

NE Dept. of Transportation
Operations Division
P.O. Box 94759
Lincoln, NE 68509-4759

EFFECTIVE DATES OF CONTRACT
June 08, 2024 through June 07, 2025.

This contract is effective for the period specified, so long as it is signed by both parties on or before June 08, 2024.

EXPIRATION DATE
This contract will expire one (1) year from the effective date.

RENEWALS
The contract may be renewed for five (5) additional one (1) year periods when mutually agreeable to the contractor and the Nebraska Department of Transportation (NDOT).

EXTENSION PERIOD
State reserves the right and sole discretion to extend this contract beyond the expiration date.

NON-EXCLUSIVITY
This contract is not an exclusive contract to furnish the services shown below and does not preclude the purchase of similar services from other sources.

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ANNUAL CONTRACT AMOUNT: $ 141,300.00

State of Nebraska Dept. of Transportation

By: _____

Name: Tom Renninger

Title: Operations Division Manager

Date: 3-8-24

Contractor: Garrets Lawn Service

By: _____

Name: Garret McGahan

Title: Owner

Date: 03/04/2024

Incorporation:

This contract and the following documents constitute the entirety of the contract:

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,
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2	**York Rest Area-Westbound** Approximate Acres: 2.2	$2,850.00	$25,650.00	$125.00
3	**Grand Island Rest Area-Eastbound** Approximate Acres: 4.5	$3,250.00	$29,250.00	$125.00
4	**Grand Island Rest Area-Westbound** Approximate Acres: 1.2	$2,250.00	$20,250.00	$125.00
5	**Kearney Rest Area-Eastbound** Approximate Acres: 1.75	$2,250.00	$20,250.00	$125.00
6	**Kearney Rest Area-Westbound** Approximate Acres: 1.75	$2,250.00	$20,250.00	$125.00

Estimated Contract Value: $ 141,300.00

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat §§ 4-108 through 4-114, I attest as follows:

[X] I am a citizen of the United States.

- OR -

[ ] I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____

and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

Print Name: Garret McGahan
(First, Middle and Last)

Address: 13085 Skypark dr.
(Street or PO Box)

Omaha Ne 68137
(City, State and Zip)

Applicant's Signature: _____ Date: 03/04/2024

Attach form to contract, permit, license, etc.

FOR OFFICE USE ONLY	
PROJECT DEVELOPMENT DIVISION	**ORIGINATING DIVISION OR DISTRICT**
SAVE Determination: [ ] Authorized [ ] Rejected Agreement No. _____ _____ _____ *Signature* *Date*	If the applicant marks qualified alien, send the form to Project Development Division for verification. **Benefit:** [ ] Contract or Agreement [ ] Janitorial [ ] Mowing [ ] Other: _____ [ ] Haying Permit [ ] Licenses for Superintendent [ ] Relocation Assistance

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

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- OR -

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and I agree to provide a copy of my USCIS documentation upon request.

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Print Name: Garret McGahan
(First, Middle and Last)

Address: 13085 Skypark Dr.
(Street or PO Box)

Omaha Ne 68137
(City, State and Zip)

Applicant's Signature: _____ Date: 03/04/2024

Attach form to contract, permit, license, etc.

FOR OFFICE USE ONLY	
PROJECT DEVELOPMENT DIVISION	**ORIGINATING DIVISION OR DISTRICT**
SAVE Determination: [ ] Authorized [ ] Rejected Agreement No. _____ _____ _____ *Signature* *Date*	If the applicant marks qualified alien, send the form to Project Development Division for verification. **Benefit:** [ ] Contract or Agreement [ ] Janitorial [ ] Mowing [ ] Other: _____ [ ] Haying Permit [ ] Licenses for Superintendent [ ] Relocation Assistance

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the State of Nebraska, do hereby certify that

GARRET'S LAWN SERVICE LLC

was duly formed under the laws of Nebraska on July 13, 2018;

all fees, taxes, and penalties due under the Nebraska Uniform Limited Liability Company Act or other law to the Secretary of State have been paid;

the Company's most recent biennial report required by section 21-125 has been filed by the Secretary of State;

the Secretary of State has not administratively dissolved the company;

the Company has not delivered to the Secretary of State for filing a Statement of Dissolution;

a Statement of Termination has not been filed by the Secretary of State.

This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

In Testimony Whereof,

I have hereunto set my hand and affixed the Great Seal of the State of Nebraska on this date of

March 5, 2024

Secretary of State

Verification ID 8aa80c5 has been assigned to this document. Go to ne.gov/go/validate to validate authenticity for up to 12 months.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2024

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

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

PRODUCER

Oracle Insurance Agency Inc
9829 S 168th Ave
Ste 4B
Omaha NE 68136

CONTACT NAME: Customer Service
PHONE (A/C, No, Ext): (402) 614-6623 FAX (A/C, No): (855) 647-7329
E-MAIL ADDRESS: coi@oiagents.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : OWNERS INS CO	32700
INSURER B : FIRST COMP	38970F
INSURER C : LIBERTY MUTAUL	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Garet's Lawn Service Llc
17821 Jacobs Cir
Omaha NE 68135-3651

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			39760545	09/20/2023	09/20/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	MWC0126886-06	04/11/2023	04/11/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Leased/Rented Equipment			BMO59011733	09/20/2023	09/20/2024	Leased/Rented Equipme	$35,000

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

The Nebraska Department of Transportation is an additional insured on primary and non-contributory basis.

CERTIFICATE HOLDER

Nebraska Department of Transportation

Operation Division
5001 So. 14th St.
Lincoln, NE 68512

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Matt Walch

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

REQUEST FOR PROPOSAL NUMBER	RELEASE DATE
RFP # R308-23	January 23, 2024
OPENING DATE AND TIME	**PROCUREMENT CONTACT**
February 22, 2024 at 2:00 p.m. Central Time	Gayle Dietz

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Transportation (NDOT), is issuing this Request for Proposal (RFP) Number R308-23 for the purpose of selecting a qualified Contractor to provide Rest Area Landscaping 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. The Contract includes the option to renew for five (5) 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.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited services, this RFP may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this RFP, 2) the bidder's proposal was evaluated, and 3) the bidder will honor the bidder's original proposal, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://dot.nebraska.gov/business-center/business-opp/procure-service-opp/.

Mandatory Pre-Proposal Conference will be held on February 06, 2024, 9:00 A.M. CDT at Grand Island Eastbound (EB): Milepost 314.93, located 2 miles east of the South Locust Interchange

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Request for Proposal, and the awarded bidder's proposal and response will be posted to a public website managed by DAS, which can be found at http://statecontracts.nebraska.gov And https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php**.**

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 Request for Proposal will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidder 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 file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld 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 Request for Proposal 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 Request for Proposal, specifically waives any copyright or other protection the contract, proposal, or response to the Request for Proposal may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a proposal or response to this Request for Proposal, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the Request for Proposal being found non-responsive and rejected.

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

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H. EQUIPMENT AND SUPPLIES ..... **Error! Bookmark not defined.**
I. FEMININE PRODUCTS ..... **Error! Bookmark not defined.**
J. ENTRYWAY MATS ..... **Error! Bookmark not defined.**
K. DAYS AND HOURS OF WORK ..... **Error! Bookmark not defined.**
L. SCHEDULED CLEANING ..... **Error! Bookmark not defined.**
M. EXCLUDED AREAS ..... **Error! Bookmark not defined.**
N. WORK PLAN ..... **Error! Bookmark not defined.**
O. SITE SPECIFIC INFORMATION / REQUIREMENTS AND WORK SCHEDULE ..... **Error! Bookmark not defined.**
P. DELIVERABLES ..... **Error! Bookmark not defined.**
Q. COST PROPOSAL REQUIREMENTS ..... **Error! Bookmark not defined.**
R. COST SHEET ..... **Error! Bookmark not defined.**
S. PRICES ..... **Error! Bookmark not defined.**

Form A Bidder Proposal Point of Contact 24

Form B Notification of Intent to Attend Pre-Proposal Conference ..... Error! Bookmark not defined.

Form C Notification of Intent to Submit Proposal ..... Error! Bookmark not defined.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM 25

GLOSSARY OF TERMS

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

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

Bidder: A contractor who submits a proposal in response to a written Request for Proposal.

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

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

Business Day: Any weekday, except State-recognized holidays.

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

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

Change Order: Document that provides an addendum and/or 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.

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

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

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

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

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

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written Request for Proposal.

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

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

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

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

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

Evaluation Committee: Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposals).

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".

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 Request for Proposal, or contract, are completed.

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Non-Responsive Proposal: **Any proposal** that does not comply with the requirements of the Request for Proposal.

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

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

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

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written Request for Proposal and related expectations.

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: Bidder's response to a written Request for Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a bidder who has submitted a proposal response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Release Date: The date of public release of the written Request for Proposal to seek offers.

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

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

Responsible Contractor: A contractor 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 vendor who has submitted a proposal which conforms to all requirements of the Request for Proposal document.

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and 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. § 87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Vendor: An individual or entity lawfully conducting business with the State.

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 Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

NDOT – Nebraska Department of Transportation

RFP – Request for Proposal

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from a qualified bidder who will be responsible for providing rest area landscaping Services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this Request for Proposal reside with Nebraska Department of Transportation. The point of contact (POC) for the procurement is as follows:

RFP Number:	R308-23
Name:	Gayle Dietz
Agency:	Nebraska Department of Transportation (NDOT)
Address:	5001 So. 14th Street Lincoln, NE 68512
Telephone:	(402) 479-4350
E-Mail:	NDOT.ProcurementServices@nebraska.gov

From the date the Request for Proposal 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 Request for Proposal. The POC will issue any answers, clarifications, or amendments regarding this Request for Proposal in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this Request for Proposal.

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 on the following page, but all dates are approximate and subject to change.

Schedule of Events		
ACTIVITY		**DATE/TIME**
1.	Release RFP	January 23, 2024
2.	Mandatory Pre-Proposal Location: Grand Island Eastbound (EB): Milepost 314.93, located 2 miles east of the South Locust Interchange ** Registration Advisement:* *Proposals will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.*	February 06, 2024 at 9:00 a.m.
3.	Last day to submit written questions after Pre-Proposal Conference	February 09, 2024
4.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	February 13, 2024
5.	Proposal Opening Location: Nebraska Department of Transportation, Operations Division, Bldg. #00101 5001 S. 14th Street Lincoln, NE 68512	February 22, 2024 2:00 PM Central Time
6.	Review for conformance to RFP requirements	February 23, 2024
7.	Evaluation period	February 23, 2024
8.	Post "Notification of Intent to Award" to Internet at: http://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	February 23, 2024
9.	Contract finalization period	February 26, 2024 Through March 19, 2024
10.	Contract award	March 19, 2024
11.	Contractor start date: District 4 District 5	 June 08, 2024 May 01, 2024

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to Nebraska Department of Transportation and clearly marked "RFP Number R308-23; Rest Area Landscaping 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. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

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

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at http://dot.nebraska.gov/business-center/business-opp/procure-service-opp/ per the Schedule of Events.

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is mandatory. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. Questions that have a material impact on the Request for Proposal 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/. 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 Request for Proposal 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. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

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 may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Nebraska Department of Transportation website at: http://dot.nebraska.gov/media/2802/ndot289.pdf. This should be accomplished prior to execution of the contract.

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is 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. Utilizing 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. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The 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 awarded bidder and their subcontractors.

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

I. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Section II. E. & F. The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

J. SUBMISSION OF PROPOSALS

State will not accept proposals by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

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

No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. The website can be found here: http://dot.nebraska.gov/business-center/business-opp/procure-service-opp/.

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.

The "Request for Proposal for Contractual Services" form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

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

K. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder's in replying to this Request for Proposal, including any activity related to bidding on this Request for Proposal.

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

M. PROPOSAL 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.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

N. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be considered non-responsive. 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. Proposals will be posted to the NDOT website once an 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. 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 manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed State Cost Proposal Template.

Q. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal 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 (a) of this paragraph and (ii) the management and daily business operations of the business are controlled by one or more persons described in (a) of this paragraph. 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 Request for Proposal cover page under "Contractor 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 contractor 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.

R. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original proposal response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO or to not offer every bidder an opportunity to submit a BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire proposal response.

S. 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 Request for Proposal, 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.

T. 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 Request for Proposal process, the State of Nebraska may take one or more of the following actions:

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

The Request for Proposal 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/.

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: http://dot.nebraska.gov/business-center/business-opp/pre-maint/.

U. LUMP SUM OR "ALL OR NONE" PROPOSALS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a proposal on an "all or none" or "lump sum" basis but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and bidder declines to accept award on individual items; a "lump sum" proposal is one in which the bidder offers a lower price than the sum of the individual proposals if all items are purchased but agrees to deliver individual items at the prices quoted.

V. REJECTION OF PROPOSALS

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

W. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 & 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

Bidder is expected to read the Terms and Conditions. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

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

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

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

a. GENERAL

1. The contract resulting from this Request for Proposal shall incorporate the following documents:

- **a.** Request for Proposal, including any attachments and addenda;
- **b.** Amendments to the Request for Proposal;
- **c.** Questions and Answers;
- **d.** Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
- **e.** Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4)
the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

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

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

b. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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

c. BUYER'S REPRESENTATIVE

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

d. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought

in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

e. DISCOUNTS

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

f. PRICES

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

Prices submitted on the cost proposal form shall remain fixed for the first one (1) year of the contract. Any request for a price increase subsequent to the first year of the contract shall not exceed five (5%) percent of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to NDOT a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

g. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

h. AMENDMENT

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

i. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

j. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding

the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

k. CORRECTIVE ACTION PLAN

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

l. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

m. BREACH

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

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

n. NON-WAIVER OF BREACH

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

o. SEVERABILITY

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

p. INDEMNIFICATION

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 Request for Proposal.

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. If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

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.

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

r. 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.

s. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE
The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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

t. 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") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

u. 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.

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

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

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

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

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

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

III. CONTRACTOR DUTIES

a. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

b. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://dot.nebraska.gov/media/2802/ndot289.pdf
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

c. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms,

conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. § 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

d. COOPERATION WITH OTHER CONTRACTORS

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 contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

3. EVIDENCE OF COVERAGE

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

Nebraska Department of Transportation
Operations Division
5001 So. 14th St.
Lincoln, NE 68512
Email: NDOT.ProcurementServices@nebraska.gov

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

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

4. DEVIATIONS

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

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

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

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

j. STATE PROPERTY

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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

m. DISASTER RECOVERY/BACK UP PLAN

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

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

n. WARRANTY

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

o. TIME IS OF THE ESSENCE

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

IV. PAYMENT

a. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)
Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

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

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

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

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

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

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

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

h. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)
The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.
The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The Bidder should provide the following information in response to this solicitation.

A. PROJECT OVERVIEW

The Nebraska Department of Transportation (NDOT) is requesting proposals for the provision of Rest Area Janitorial Maintenance Services for District 4 and District 5 rest areas along Interstate 80. There will be two contracts awarded, one per each district.

B. LOCATIONS

Locations of the facilities per District are as follows:

1. District 4 Rest Areas:

- York Rest Area Eastbound (EB): Milepost 350.80, located 3 miles west of the York Interchange
- York Rest Area Westbound (WB): Milepost 355.23, located 3 miles east of the York Interchange
- Grand Island Eastbound (EB): Milepost 314.93, located 2 miles east of the South Locust Interchange
- Grand Island Westbound (WB): Milepost 316.52, located 3 miles west of the Phillips Interchange
- Kearney Eastbound (EB): Milepost 269.04, located 3 miles west of Kearney
- Kearney Westbound (WB): Milepost 270.94, located 2 miles west of Kearney

2. District 5 Rest Area:

- Sidney Eastbound Rest Area is located at approximate Milepost 51.40
- Sidney Westbound Rest Area is located at approximate Milepost 61.37

*****NDOT is reconstructing the Sidney Eastbound Rest Area and is currently closed with a tentative completion date in Spring of 2025. During this period, rest area landscape maintenance services are not required. In addition, the Sidney Westbound Rest Area will tentatively close and begin construction in Spring of 2024 with a tentative completion date in Fall of 2025, during this time, rest area landscape maintenance services will not be required.*****

C. SCOPE OF WORK

The contractor shall provide the appropriate equipment, parts, tools, transportation, materials, management, and supervision of required or essential personnel necessary to ensure effective completion of all work and services as specified in this RFP. All work shall be performed in a professional manner and in the best interests of maintaining clean presentable facilities and grounds. Contractor shall be responsible for providing minor repairs and maintenance services associated with the facilities irrigation systems to effectively maintain and operate the rest areas as designated by NDOT.

D. ACCESSING REST AREAS

The contractor shall only use interstate interchanges for access to the rest areas. Crossing medians will not be allowed, including maintenance crossovers.

E. PHONE ACCESS

The contractor shall provide a cellular phone on site in order for the attendant to be able to contact NDOT for emergencies, major repairs, or malfunctions. The contractor shall be responsible for all expenses associated with the cellular phone. NDOT contact information shall be provided to the contractor at the commencement of the contract.

F. SUPERVISORY MANAGEMENT LEVEL REPRESENTATIVE

The contractor shall provide a suitable, trained, qualified and experienced supervisory management level representative or authorized agent as a primary point of contact for all contractual matters. Contractor should provide all contact information with their bid. The Contractor's representative or agent shall be reliably available either by phone, email and/or in person upon request by NDOT to discuss contract requirements, performance, or other issues that need immediate attention. A two (2) hour response time is required. Any deficiencies brought to the contractor's or the contractor's designated representative's attention must be corrected within two (2) calendar days or at a time agreed upon by NDOT. The contractor's designated representative or agent shall have the authority to receive and execute any instructions or directions from NDOT without delay and to properly supervise all rest area personnel and to ensure the requirements, services, and duties as specified in the contract are met.

G. 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 (refer to section III. subsection D of the RFP).

H. EMPLOYEES AND CONDUCT

The contractor shall provide suitable, trained, and qualified personnel to maintain the facilities in a safe, clean, and attractive manner to the satisfaction of the NDOT. The minimum workforce is not specified; however, the contractor must staff sufficient personnel with the qualified skills and experience to perform all the duties and requirements as specified in this RFP. The contractor shall be responsible for the behavior of their employees in relation to the public at all times and shall take all necessary and appropriate steps to ensure that their employees conduct themselves in accordance with the requirements of the RFP. Contractor will provide proper supervision for all rest area personnel and shall convey all NDOT policies and procedures to the rest area personnel (refer to Attachment A. NDOT Rest Area Conduct Policy). NDOT reserves the right, at its sole discretion, to require the contractor to reassign or remove any rest area personnel for any reason and request a suitable replacement. Unsatisfactory conduct by the contractor's employees or failure to provide a suitable replacement shall be grounds for suspension and/or termination of the contract.

The following minimum requirements shall apply:

1. Abide with the NDOT Rest Area Conduct Policy (Attachment A)

2. Rest area personnel must be at least 18 years old.

3. Rest area personnel must be a United States citizen or legal alien.

4. Rest area personnel must treat the public in a friendly and respectable manner and shall not exhibit any unethical or inappropriate behavior.

5. Rest area personnel must cooperate and not commit any act which may interfere with or disrupt the performance of work by any outside sourced vendors or contractors.

6. Rest area personnel shall not accept any tips or gratuities for any services performed in the rest area.

7. Rest area personnel must comply with instructions pertaining to conduct and Rest Area Rules and Regulations (See Attachment B: Rest Area Rules and Regulation) and enforce The Nebraska Clean Indoor Act at all times.

http://dhhs.ne.gov/Tobacco%20Free%20Nebraska%20Documents/Nebraska_Clean_Indoor_Air_Act_The_Law.pdf

8. The Rest area personnel must tactfully notify violators when observed, of the Rest Area Rules and Regulations posted at the rest area.

9. Guests or immediate family of the Contractor's employees shall not be allowed to accompany or assist an employee maintaining the rest area unless they are employees of the contractor.

10. Rest area personnel may not bring their pets to the rest area facilities during working hours.

I. CRIMINAL BACKGROUND INVESTIGATION POLICY

Employees working at NDOT rest areas will have contact with the travelling public; and as such, these employees are considered to be working in a public-safety sensitive position. To ensure the safety of the travelling public, the contractor shall be responsible to obtain criminal background investigations of all employees who will be working at the rest areas, including any substitute employees. The contractor will review all investigation reports and determine if the employee(s) is suitable for work with the public at rest areas. 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: https://statepatrol.nebraska.gov/services/criminal-history-record-requests

J. ATTIRE/INDENTIFICATION BADGE

The contractor's employees shall present themselves in a clean and professional manner. Clothing should be suitable for the work assigned and shall be free of stains, dirt, holes, tears, or rips. Clothing should be without offensive language or inappropriate designs, symbols, or advertising. Clothing should not be too revealing, in good taste for public contact. The contractor shall be responsible for providing each employee with a clearly legible identification badge that identifies the contractor's business name and employee's name.

K. STATE PROVIDED EQUIPMENT/ITEMS

NDOT shall provide the following items as needed or required at each rest area:

1. Sand for play areas
2. Lava rocks
3. Mulch and wood chips
4. Irrigation System Parts
5. Ornamental Plants
6. Grass Seed

The contractor's designated supervisory representative or agent must submit a verbal and/or written request for any State provided supplies directly to the designated NDOT representative. Upon NDOT's review and approval, the State provided supplies will be delivered or made available to the specific rest area site requesting the supplies. The contractor shall be responsible for all delivered supplies upon receipt at the rest area site, including any incurred costs due to damages, loss, or theft. Any incurred costs will be deducted from the contractor's invoice.

L. TOURISM INFORMATION CENTERS/CIVIC GROUPS

The Nebraska Tourism Commission may maintain information centers at the rest areas during the summer months. The Nebraska Tourism Commission personnel shall be responsible for cleaning the information center/booth during months of use by Travel and Tourism.

Upon NDOT approval, non-profit civic groups on occasions are allowed to provide and dispense snacks and drinks at no charge to the public at the rest area facilities and/or grounds. The civic groups are responsible for cleaning the areas utilized for their functions at the conclusion of their event. Rest area attendant(s) will not be required to assist in the clean-up of these events. Civil groups are not allowed to block access to vending machines. In the event this may occur, the rest area attendant shall immediately notify the designated NDOT representative.

M. LOST AND FOUND ITEMS

The contractor shall insure that all articles found by the contractor's employees while performing duties under this contract are tagged immediately showing date and location found and are kept in safe storage at the rest area for 48 hours. If the article is not claimed within 48 hours, the attendant is to notify the designated NDOT representative.

N. DAMAGES

The contractor shall be responsible for any damages or claim for damages to personal property and or to NDOT's property including the building, or contents of the building which resulted during maintenance and landscape operations or was the result of noncompliance with the terms of the contract. Costs for damages will be deducted from the contractor's invoice.

O. ACTS OF NATURE

Refer to Section II. Subsection R (Force Majeure) of the RFP.

P. REST AREA CLOSURES

In the event, a rest area(s) is closed for a definite period of time due to acts of nature, road construction, building repair/reconstruction or for any other reason deemed necessary by NDOT, the duties and responsibilities of the rest area personnel shall be redirected by NDOT to include landscaping maintenance during the closure. If reconstruction prevents landscaping maintenance or there is insufficient amount of work for the rest area personnel to perform, the contracted amount shall be pro-rated for services provided and days worked based on a 365-day calendar year.

Q. EMERGENCY REST AREA CLOSURES

The rest area(s) may also be temporarily closed for a short period due to significant unplanned events such as but not limited to:

1. Septic system failure
2. Water or power failure
3. Domestic disturbance
4. Hazardous spills
5. Incidents or situations where the public is in danger
6. Inclement weather (flooding, blizzard, etc.)
7. Or if directed by authorized law enforcement

Each rest area is equipped with closure gates and signs. In the event of the above-described situations, the contractor shall be responsible to follow the protocol below to initiate a closure:

1. Rest area attendant, and/or contractor shall immediately contact the designated NDOT and communicate the situation.
2. NDOT will determine if a closure is necessary.
3. NDOT will authorize, perform, and direct the closure activities when a closure is confirmed necessary

R. VADALISM, EMERGENCIES, AND HAZARDOUS MATERIAL SPILLS

The contractor must immediately report and submit photos of any graffiti, damage to equipment, plumbing, etc., due to flagrant vandalism or unlawful acts to the designated NDOT representative. The contractor shall report all incidents including vandalism, excessive occupancy, camping, etc. to the proper law enforcement agency and to the designated NDOT representative as quickly as possible.

The contractor shall immediately notify the appropriate authorities and the designated NDOT representative of any emergencies or incidents relative to public health or safety that occur in the rest area.

The contractor shall immediately report any suspected hazardous material spills to NDOT or in case of an emergency, contact the Nebraska State Patrol (NSP). The contractor shall not attempt cleanup of any suspected hazardous material and shall keep the public away until qualified authorities take proper action.

S. INSPECTIONS AND DEFICIENCIES

NDOT personnel will perform random and periodic inspections as deemed appropriate by NDOT to ascertain the contractor's compliance with the contract terms and requirements. The contractor's designated supervisory person may accompany the Department's representative when inspections are made. Any deficiencies noted on the inspection or brought to the contractor's attention must be corrected within two (2) business days or at a time agreed upon by NDOT.

T. MINOR MAINTENANCE AND REPAIRS

The contractor shall be responsible for all labor, equipment, parts and tools, necessary to provide minor maintenance services associated with the facilities water irrigation system to effectively maintain and operate the rest areas as determined by NDOT. Contractor's employees must have the sufficient skills and experience to perform the work as specified in this RFP. Example includes sprinkler head replacement. All repaired or replaced items shall be replaced with similar like items.

Major repairs or services requiring outside professional vendors such as working on water well, parking lot lights, etc., shall be reported to the designated NDOT representative. NDOT shall be responsible for major maintenance and repair costs. Any major repairs completed by the contractor without prior notification and approval from NDOT shall be at the contractor's expense.

U. SUPPLIES, TOOLS, AND EQUIPMENT

The contractor shall provide all supplies, appropriate tools and equipment including but not limited to:

1. All tools and equipment must be in good working condition and suitable for the work to be performed. Any tools or equipment found to be unsuitable, or a hazard shall be repaired or replaced prior to beginning work. All labor and parts necessary for repairing equipment will be at the contractor's expense.

2. At no time shall the contractor store landscaping equipment on-site at the rest area, either in the building or on the grounds of the rest area. Equipment shall be taken with the contractor each day after work has been completed for the day.

Contractor must furnish and maintain Safety Data Sheets (SDS) on site for all appropriate products.

V. DUTIES AND SERVICES

Contractor shall keep and maintain the rest area grounds, on and off ramps, parking area, and sidewalks in a clean and presentable appearance during the months of March through November. During the months of December through February, the contractors will provide an hourly rate for on-call maintenance due to extreme weather events, such as trees/limbs falling to the ground or onto buildings.

The contractor shall be responsible for the following duties:

1. **<u>On and Off Ramps</u>**

   a. Mow the shoulders of the entrance and exit ramps. Mowing activities shall be performed in a safe manner to avoid interference or disruption to traffic flow on the entrance and exit ramps.

   b. Hand dig or spray all weeds prior to flowering state.

2. **<u>Parking Area and Sidewalks</u>**

   a. Sidewalks shall be edged once per month during the mowing season with the first edging completed by May 15. Edging shall be performed with a mechanical sidewalk edger, between 1" and 2" deep making an edge gap of 1/2" minimum and 1" maximum. The soil and grass clippings that result from this process shall be removed and disposed.

b. Sidewalks must be maintained and remain safe for the public. The contractor must notify the designated NDOT representative if sidewalks become hazardous or dangerous due to settling or any other reason.

3. Litter, Trash Receptacles, Trash Hauling Services and Recycling Containers

a. Collect and disposed all scattered debris including but is not limited to paper, litter and pet waste from the rest area grounds including along the building, sidewalks, shrub beds, parking lot, entrance and exit ramps, and irrigated and pet exercise areas.

b. The contractor shall be responsible for trash hauling services including but not limited to all yard waste, leaves, pine needles, and branches that are collected from the rest area.

c. All trash must be removed from the rest area and transported to an approved landfill/transfer station.

d. Any costs involved with use of the landfill/transfer station and arrangement for its use shall be the contractor's responsibility.

e. The contractor must comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations for solid waste handling, collection, and disposal (refer to Section II D. of the RFP).

4. Signs and Historical / Memorial Plaques

a. Remove any tree branches that rub against signs or structures.

5. Picnic Shelters and Play Areas

a. Maintain sand in plays areas. NDOT shall supply the sand.

b. Rake sand area to even out weekly and remove debris and weeds.

6. Pet Exercise Areas

a. Maintain pet exercise areas including the removal and the proper disposal of animal manure and ensuring the pet area signs are in place.

7. Rest Area Exterior

a. Sidewalks, shrub beds and areas around the buildings shall be maintained free of trash, cigarette butts, etc.

b. The contractor shall remove tree litter and debris from the rain gutters, restroom roof and the Visitor Information Center roof when tree litter and/or debris clogs rain gutters or drains or accumulates to a depth of 1 inch. Snow guards shall be maintained on newer roofs. Any tree branches that are touching or hanging over the building shall be removed immediately.

8. Landscape Maintenance

a. The contractor shall be responsible for providing landscape maintenance for the following areas: 1) the ornamental lawn area including the irrigated area around the buildings, picnic shelters, flower/shrub beds and the center island and 2) the non-irrigated areas, including the fore slopes, backslopes and other designated areas outside of the ornamental lawn areas.

b. Landscape maintenance duties includes but is not limited to:

1. Fertilizing
2. Weed removal and control
3. Pest and disease control in designated areas (irrigated areas only)
4. Upkeep of flower/shrub beds
5. Mowing the ornamental lawn area and non-irrigated areas
6. Grass trimming and edging
7. Operation and maintenance of the irrigation system
8. Aeration
9. Tree and shrub pruning
10. Raking and leaf removal

c. Refer to the University of Nebraska Cooperative Extension Publication G517 "Kentucky Blue grass Management Calendar" web site below for information and landscape maintenance details and recommended application schedules for fertilizing and weed, insect, and pest control.

http://extensionpublications.unl.edu/assets/pdf/g517.pdf

It is the contractors' responsibility to check this web site on a regular basis for updated information. Contractor shall follow manufacturer's label instructions on all chemical products. The contractor shall be assessed damages for any loss of plant material as a result of careless chemical treatment.

d. Contractor is required to obtain an ornamental and turf commercial pesticide applicator's license and is responsible for all associated costs. Contractor must be able to produce the applicator's license upon request by NDOT.

e. Any tall weeds such as sunflowers and musk thistle should be hand chopped or dug before flowering by the contractor.

f. Contractor shall replace the lava rocks and wood chips and bedding material with the same type of lava rocks and wood chips in the shrub beds as needed. NDOT shall provide the bedding materials as needed.

g. Sidewalks should be edged monthly during the summer. Keep weeds and grass removed from cracks or joints. The removed material must be included in the lawn clippings and taken from the rest area and disposed of properly.

h. Mowing:

1. All landscape maintenance shall be completed the same day that it is started unless weather or mechanical failures force a delay. If delayed, the contractor shall finish the cycle as soon as possible.

2. All ornamental lawn (irrigated) areas are to be mowed weekly and maintained between three (3”) and four-and-one-half (4-1/2”) in height.

3. The fore slopes, backslopes and all other areas outside of the ornamental lawn areas are to be mowed biweekly (every two weeks) and maintained between 4" and 6" in height.

4. The height requirements and weather conditions will determine the mowing frequency.

5. All areas shall be inspected and cleared of debris prior to mowing.

6. All mowing equipment will be operated at speeds that create uniform mowing heights. All equipment used at the Rest Areas shall be operated in a safe manner. Disruption of service or endangering the public using the facility will not be tolerated.

7. Mower blades shall be kept sharp for proper cutting.

8. Mow in alternating directions to avoid rutting or circling of fixed objects. Do not mow in wet conditions, including heavy dew. Windrows are unacceptable.

9. If windrows or excess clippings are present after mowing the contractor shall be required to bag, mulch (double mowing), rake and proper disposed the grass clipping. Grass clippings cannot be used as mulch around trees and shrubs.

10. Mowing shall not be conducted adjacent to picnic tables or sidewalks when they are in use.

11. Mowing operations shall be conducted in such a manner so as not to damage existing ground areas, trees, shrubs, signs, or posts.

12. The contractor is responsible for removing grass clippings from sidewalks, picnic shelter pads and parking lots that are the result of mowing and is also responsible for removing any weeds or grass that may grow in the cracks of these areas. Chemical treatment is allowed for those areas.

13. Areas that cannot be reached with a mower (rider or push) shall be trimmed with a string trimmer or hand clippers to the same heights as the surrounding turf. Chemical use for trimming is not allowed.

14. Contractor shall be responsible for maintaining the flower beds, ornamental lawn areas and play sand box areas weed-free on a weekly basis.

15. Reseed and fertilize any bare spots between September 15 and October 15. Keep these areas mulched if needed. Keep this area moist by routine watering until grass is established.

16. Fertilizer application is required in April, June, August, and October with season-appropriate fertilizer. Fertilizer must be approved by NDOT personnel prior to application.

17. Do not mow the area over the absorption fields.

9. <u>Irrigation System</u>

a. The contractor shall provide the following preventive maintenance at the beginning of spring each year in April.

b. Operate and run the controller through all stations and ensure controller and all circuits are operating properly.

c. Check and adjust sprinkler heads to assure they are working properly and covering the intended areas.

d. Contractor shall be responsible for the labor costs for replacing and installing irrigation parts including but not limited to water pressure gauge, sprinkler heads or nozzles. Replacement parts will be supplied by NDOT.

e. Do not operate the irrigation system when the rest area is busy with numerous visitors.

f. Do not sprinkle water on brick walls.

g. Contractor shall irrigate the ornamental lawn areas as often as needed to maintain a healthy and lush grass.

h. Some shrub beds may not be covered by the irrigation system and may need periodic watering by hand.

i. The center island may require additional watering per unit of area than the main ornamental lawn area. When watering the center island, use shorter time cycles to prevent runoff and several cycles to obtain the needed amount of water.

j. The irrigation system must be shut down for winter before a hard freeze is predicted, or no later than October 20 of each year. Do not exceed 65 psi when blowing out irrigation systems. Increase pressure gradually.

10. <u>Aeration</u>

a. The contractor shall aerate the ornamental lawn area in the spring prior to aerating. As directed by the designated NDOT representative some areas may be aerated twice per year and some areas once per year.

b. The ground must be moist when aerating and at a minimum aerated in two (2) alternating directions.

c. All sprinkler heads must be flagged prior to aeration operations. If sprinkler heads are damaged or destroyed during Aeration, sprinkler heads are required to be replaced at contractor's expense.

11. <u>Shrubs, Trees, Trimming and Pruning, Raking and Leaf Removal</u>

a. Shrubs will be pruned using proper landscaping techniques or at the direction of the NDOT.

b. Pruning of larger trees should be limited to pedestrian hazards and dead, broken or damaged branches. Cut branches back to the "parent limb". Tree "topping" is not allowed.

c. Pruning should be done in the fall and early spring or at the direction of the NDOT. Areas of ornamental plantings may require additional trimming throughout the season.

d. All pruned branches, twigs, leaves and grass clippings etc. **shall be removed from the site and properly disposed on the same day.** All costs incurred in the disposal shall be the responsibility of the contractor.

e. The contractor is responsible for the raking and disposal of leaves and branches and all costs associated with those activities. Leaf removal is required throughout the entire contract period. Traditionally most of the activity will occur in the fall and early winter. However, with the variety of trees that are at the rest areas, this activity may be necessary at other times. Leaves must be removed from the site in a timely manner and disposed of properly. Burning of leaves at the site is not allowed.

W. PROPOSAL PRICING

Proposal bid price shall be a monthly cost per rest area facility to provide rest area landscape maintenance services including all costs for labor, appropriate equipment, parts, tools, transportation, materials, management and supervision of required or essential personnel necessary to ensure effective completion of all work and services as specified in this RFP during the months of March through November and an hourly rate for the Months of December through February.

X. DELIVERABLES

The contractor shall provide the labor, appropriate equipment, parts, tools, transportation, consumable items, cleaning supplies and materials, management, and supervision of required or essential personnel necessary to ensure effective completion of all work and services as specified in this RFP and the Cost Proposal Bid Sheet.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number R308-23

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

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

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

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

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

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: February 13, 2024

To: All Bidders

From: Gayle Dietz, Procurement Contracts Officer
Nebraska Department of Transportation

RE: Addendum for Request for Proposal Number R308-23 Rest Area Landscape Maintenance Services

Questions and Answers

Following are the questions submitted and answers provided for the above-mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the Nebraska Department of Transportation website for all addenda or amendments.

Remove Attachment C Water Usage and Septic Report from RFP # R308-23

There were no questions submitted for RFP # R307-23

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

Landscaper

NEBRASKA DEPT. OF TRANSPORTATION
ATTENDANCE SHEET
MANDATORY PRE-PROPOSAL CONFERENCE SITE VISIT
RFP #'s R307-23 and R308-23

DATE: February 06, 2024

PROJECT: Grand Island Eastbound Rest Area

PLEASE PRINT LEGIBLY

	NAME	COMPANY/FIRM REPRESENTING	COMPLETE ADDRESS (STREET, CITY, ZIP CODE)	PHONE	E-MAIL ADDRESS
1	Jose Quezada	Southwest Janitorial Service LLC	712 E Fulton st Garden City KS	620 953 4177 620 790 8261	southwestjanitorial@live.com
2	Garret McGahan	Garret's Lawn Service	17711 storage rd Omaha, Ne 68136	402-949-0480	garretslawnservice@gmail.com
3	Ron Bigger	Biggs Lawn & Sprinkler	1608 Johnstown Rd. G.I. NE 68803	308-675-5381 308-390-2139	biggslawn@outlook.com
4	Dustin Nantkes	Nantkes Properties	923 Blaine St Holdrege NE 68949	308-991-6493	Nanks222@gmail.com
5	JEFF RAGER	RAGER ENTERPRISES	707 GARFIELD HOLDREGE, NE 68949	308-995-1000	Jeffrey@cagerenterprise.com
6	Jonathan Hembl	Coast To Coast Contracting	586 W State Hwy 56 Bonham, TX 75418	903-436-5875	ccccontracting16@gmail.com
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Janitorial

NEBRASKA DEPT. OF TRANSPORTATION
ATTENDANCE SHEET
MANDATORY PRE-PROPOSAL CONFERENCE SITE VISIT
RFP #'s R307-23 and R308-23

DATE: February 06, 2024

PROJECT: Grand Island Eastbound Rest Area

PLEASE PRINT LEGIBLY

	NAME	COMPANY/FIRM REPRESENTING	COMPLETE ADDRESS (STREET, CITY, ZIP CODE)	PHONE	E-MAIL ADDRESS
1	Jose Quezada	Southwest Janitorial	712 E Fulton Garden City KS	620 953 4177 620 290 8261	Southwestjanitorial@live.com
2	Garrett McGahan	Garrets Lawn Service	17711 Storage rd Omaha Ne 68136	402-949-0480	garretslawnservice@gmail.com
3	Jaxton Hembl	Coast To Coast Contracting	586 W State Hwy 56 Bonham TX 75418	903-436-5875	ctccontracting16@gmail.com
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Attachment A
NDOT Rest Area Conduct Policy

Service Excellence

State of Nebraska – Department of Transportation (NDOT) is committed to the highest quality of customer service with both our internal and external customers. In order to achieve our values of respect, quality and accountability, we must provide effective service to everyone we serve.

Contractors, contractor's employees, service providers and/or other State agencies' personnel or volunteers serving at the NDOT rest areas are expected to commit to a culture of compassion and customer service excellence in all rest area activities and interactions. This includes appropriate conduct and interaction with each other, the public and NDOT partners, such as Nebraska Tourism Commission personnel and any non-profit civic groups or volunteers. The opportunity to work at a NDOT facility is a privileged position that should be held only by those who are willing to demonstrate behaviors that fulfill this trust.

Contractor's employees, Nebraska Tourism Commission personnel, and any non-profit civic groups or volunteers serving at NDOT rest area facilities are required to read and sign this Rest Area Conduct Policy.

All personnel and/or volunteers at NDOT rest area facilities are expected to abide by the following behavior standards established by NDOT and to conduct themselves as positive role models for our customers.

1. **To work or volunteer at any NDOT rest area facility, I will:**
    a) Cooperate with and support NDOT staff to jointly further the mission of the Nebraska Department of Transportation.
    b) Conduct myself in a manner that is in the best interest of those using this facility.
    c) Abide by all local, state and federal laws and NDOT rules, policies and guidelines.
    d) Conduct myself with courteous manners and language, exhibiting good stewardship, serving as a positive role model and treating others with respect.
    e) Wear appropriate, neat and clean attire that is suitable for the position/work and maintains dignity and respect.

2. **Consistent with this and other relevant NDOT policies, all personnel and/or volunteers at NDOT rest area facilities or its grounds are expected to refrain from disrespectful behavior, such as but not limited to:**
    a) Using threatening or abusive language, profanity, or language that is intended to be or perceived by others to be demeaning, berating, rude, or offensive.
    b) Using racial or ethnic slurs.
    c) Shouting or engaging in speech, conduct, or mannerisms that are reasonably perceived by others to represent intimidation, bullying or harassment.
    d) Demonstrating racial, gender, sexual orientation, or cultural bias.
    e) Making or telling jokes that are intended to be or reasonably perceived by others to be crude or offensive.
    f) Teasing, name calling, ridiculing, or making someone the subject of pranks or practical jokes.
    g) Using sarcasm or cynicism as a personal attack on others.

h) Spreading unsubstantiated rumors or gossip.
i) Throwing instruments, tools, office equipment, or other items as an expression of anger, criticism, or threat, or in an otherwise disrespectful or abusive manner.
j) Making comments or engaging in behavior that is untruthful or directed as a personal attack on the professional conduct of others.
k) Retaliation.
l) Use of NDOT facility or property without proper authorization.
m) Consumption or be under the influence of alcohol or illegal substances while present at NDOT rest area facilities.
n) Excessive Personal Phone Calls or device use. Such calls or activities must be held to a minimum, and must not interfere with the employee's work.

3. Willful harm inflicted by any person associated with this facility shall not be tolerated including but not limited to:
   a) Engaging in any pattern of disruptive or harmful behavior or interaction that could interfere with the workplace or adversely impact the quality of services to the public, hinders the function of this facility or creates additional work.
   b) Sabotage and/or the deliberate destruction, disruption or damage of a public service or property.
   c) False statements or actions, electronically or physically.
   d) Making threats of violence, retribution, litigation, or financial harm.
   e) Making actual or threatening inappropriate physical contact.
   f) Any disobedience or refusal to follow NDOT and/or a competent authority's direction (such as law enforcement).

I have read and understand and agree to abide by these expectations. I understand that my status as rest area personnel or State Agency/Civil Group personnel and/or volunteer may result in suspension or termination if I do not meet these expectations.

_____
Printed Name

_____ _____
Signature Date

ATTACHMENT B

Rest Area Rules and Regulations

A. Rest Area Usage

1. Overnight camping or parking is prohibited. Maximum length of stay permitted is ten *(10)* hours. If vehicles remain longer than the permitted time, contact the NDOT Area Supervisor. Parking along ramps extending onto the mainline shoulder is strictly prohibited.
2. The littering and disposal of garbage or trash is prohibited except in containers provided for this purpose. Disposal of waste other than travel trash by vehicles in transit is prohibited at all times. Disposal of garbage or trash from other sources is prohibited.
3. The parking of vehicles on grass is prohibited.
4. Fires are permitted only in grills and must be extinguished after use.
5. Consumption of alcoholic beverages of any kind or the possession of open containers of such beverages is prohibited by State law.
6. Loitering or loafing within or around rest room facilities or other buildings is prohibited. Suspicious activities, panhandling and propositioning should be reported to the NDOT Area Supervisor as soon as possible.
7. The moving, removing, destruction, defacing, or alteration of any State property is prohibited and must be reported to the NDOT Area Supervisor immediately.
8. Smoking is prohibited within the rest area building and 10 feet from any entrance. Maintain "No Smoking" signs at every door of public entry. Place ash trays outside. Only approved containers may be used for cigarette butts.
9. All common pets *(i.e., dogs)* shall be leashed at all times within the rest area site and designated areas shall be used for pet exercise. All other animals shall be confined to a vehicle or appropriate carrier.
10. All commercial selling or advertising of any nature within or through the fence of the roadside rest area site is prohibited. Advertisement of products in vending machines is also prohibited. Only generic signs are allowed on the machines.

B. Miscellaneous

1. Exhibiting or discharge of firearms, pellet guns, B-B guns or other weapons is prohibited by State law and the State Patrol is to be contacted immediately of any incidents.
2. Rest area personnel shall not bring any weapon to the rest area facility.

BID TABULATION
NEBRASKA DEPARTMENT OF TRANSPORTATION
RFP #R308-23 REST AREA LANDSCAPING MAINTENANCE SERVICES FOR DISTRICTS 4 AND 5

BIDDERS

DISTRICT 4 REST AREAS		Southwest Janitorial, LLC		Coast to Coast Contracting		Garrets Lawn Service		Bigg's Lawn and Sprinklers		Nantkes Properties	
Line #	Facility	Monthly Bid Price	Annual Total	Monthly Bid Price	Annual Total	Monthly Bid Price	Annual Total	Monthly Bid Price	Annual Total	Monthly Bid Price	Annual Total
1	York Rest Area-Eastbound	$ 3,400.00	$ 40,800.00	$ 3,800.00	$ 45,600.00	$ 2,850.00	$ 34,200.00	$ 2,489.15	$ 29,869.80	$ 2,800.00	$ 33,600.00
2	York Rest Area-Westbound	$ 3,400.00	$ 40,800.00	$ 3,800.00	$ 45,600.00	$ 2,850.00	$ 34,200.00	$ 2,489.15	$ 29,869.80	$ 2,800.00	$ 33,600.00
3	Grand Island Rest Area-Eastbound	$ 3,900.00	$ 46,800.00	$ 4,300.00	$ 51,600.00	$ 3,250.00	$ 39,000.00	$ 7,861.00	$ 94,332.00	$ 3,500.00	$ 42,000.00
4	Grand Island Rest Area-Westbound	$ 3,400.00	$ 40,800.00	$ 3,800.00	$ 45,600.00	$ 2,250.00	$ 27,000.00	$ 1,355.34	$ 16,264.08	$ 2,500.00	$ 30,000.00
5	Kearney Rest Area - Eastbound	$ 3,400.00	$ 40,800.00	$ 3,800.00	$ 45,600.00	$ 2,250.00	$ 27,000.00	$ 2,100.29	$ 25,203.48	$ 2,500.00	$ 30,000.00
6	Kearney Rest Area - Westbound	$ 3,400.00	$ 40,800.00	$ 3,800.00	$ 45,600.00	$ 2,250.00	$ 27,000.00	$ 2,100.29	$ 25,203.48	$ 2,500.00	$ 30,000.00
	Grand Total:		$ 250,800.00		$ 279,600.00		$ 188,400.00		$ 220,742.64		$ 199,200.00

DISTRICT 5 REST AREAS		Southwest Janitorial, LLC		Coast to Coast Contracting		Garrets Lawn Service		Bigg's Lawn and Sprinklers		Nantkes Properties	
Line #	Facility	Monthly Bid Price	Annual Total	Monthly Bid Price	Annual Total	Monthly Bid Price	Annual Total	Monthly Bid Price	Annual Total	Monthly Bid Price	Annual Total
1	Sidney Rest Area-Westbound	$ 4,900.00	$ 58,800.00	$ 5,300.00	$ 63,600.00	No Bid	No Bid	No Bid	No Bid	$ 6,000.00	$ 72,000.00
2	Sidney Rest Area-Eastbound	$ 4,100.00	$ 49,200.00	$ 5,000.00	$ 60,000.00	No Bid	No Bid	No Bid	No Bid	$ 6,000.00	$ 72,000.00
	Grand Total:		$ 108,000.00		$ 123,600.00						$ 144,000.00

Landscaper

NEBRASKA DEPT. OF TRANSPORTATION
ATTENDANCE SHEET
MANDATORY PRE-PROPOSAL CONFERENCE SITE VISIT
RFP #'s R307-23 and R308-23

DATE: February 06, 2024

PROJECT: Grand Island Eastbound Rest Area

PLEASE PRINT LEGIBLY

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Janitorial

NEBRASKA DEPT. OF TRANSPORTATION
ATTENDANCE SHEET
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COST PROPOSAL BID SHEET
NEBRASKA DEPARTMENT OF TRANSPORTATION
RFP #R308-23 REST AREA LANDSCAPING MAINTENANCE SERVICES FOR DISTRICTS 4 AND 5

Firm: _____

Proposal bid price shall be a monthly cost per rest area facility to provide rest area landscaping maintenance services including all costs for labor, appropriate equipment, parts, tools, transportation, management and supervision of required or essential personnel necessary to ensure effective completion of all work and services as specified in RFP #R308-23. **Note: The acres listed are approximate irrigated areas for weekly mowing and disease/pest control.**

DISTRICT 4 REST AREAS

Line #	Facility	Monthly Bid Price March through November	Hourly Bid Price December through February
1	**York Rest Area-Eastbound** Approxiate Acres: 2.2		
2	**York Rest Area-Westbound** Approxiate Acres: 2.2		
3	**Grand Island Rest Area-Eastbound** Approxiate Acres: 4.5		
4	**Grand Island Rest Area-Westbound** Approxiate Acres: 1.2		
5	**Kearney Rest Area-Eastbound** Approxiate Acres: 1.75		
6	**Kearney Rest Area-Westbound** Approxiate Acres: 1.75		

COST PROPOSAL BID SHEET
NEBRASKA DEPARTMENT OF TRANSPORTATION
RFP #R308-23 REST AREA LANDSCAPING MAINTENANCE SERVICES FOR DISTRICTS 4 AND 5

DISTRICT 5 REST AREAS

Line #	Facility	Monthly Bid Price March through November	Hourly Bid Price December through February
1	**Sidney Rest Area - Eastbound** Approxiate Acres: 2.02		
2	**Sidney Rest Area-Westbound** Approxiate Acres: 1.30		

LIST OF RESPONDENTS
REQUEST FOR PROPOSAL NUMBER R308-23
REST AREA LANDSCAPING SERVICES
Proposal Opening: February 22, 2024, 2:00 P.M. CDT

Proposals were submitted by the following:

- Southwest Janitorial Service, LLC
- Coast to Coast Contracting
- Garrets Lawn Service
- Nantkes Properties
- Bigg's Lawn and Sprinkler

NOTIFICATION OF INTENT TO AWARD

Date: February 23, 2024

To: All Vendors

From: Gayle Dietz, Procurement Contracts Officer
Nebraska Department of Transportation

Subject: RFP Number R308-23

This is to notify all vendors who responded to the above-referenced Request for Proposal that the Nebraska Department of Transportation intends to award the contracts for Rest Area Landscaping Services to the following Contractors for the following locations:

- District 4 – Garret's Lawn Service
- District 5 – Southwest Janitorial Service

Thank you for your interest in doing business with the State of Nebraska.

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

REQUEST FOR PROPOSAL NUMBER	RELEASE DATE
RFP # R308-23	January 23, 2024
OPENING DATE AND TIME	**PROCUREMENT CONTACT**
February 22, 2024 at 2:00 p.m. Central Time	Gayle Dietz

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Transportation (NDOT), is issuing this Request for Proposal (RFP) Number R308-23 for the purpose of selecting a qualified Contractor to provide Rest Area Landscaping 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. The Contract includes the option to renew for five (5) 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.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited services, this RFP may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this RFP, 2) the bidder's proposal was evaluated, and 3) the bidder will honor the bidder's original proposal, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://dot.nebraska.gov/business-center/business-opp/procure-service-opp/.

Mandatory Pre-Proposal Conference will be held on February 06, 2024, 9:00 A.M. CDT at Grand Island Eastbound (EB): Milepost 314.93, located 2 miles east of the South Locust Interchange

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Request for Proposal, and the awarded bidder's proposal and response will be posted to a public website managed by DAS, which can be found at http://statecontracts.nebraska.gov And https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php**.**

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 Request for Proposal will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidder 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 file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld 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 Request for Proposal 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 Request for Proposal, specifically waives any copyright or other protection the contract, proposal, or response to the Request for Proposal may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a proposal or response to this Request for Proposal, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the Request for Proposal being found non-responsive and rejected.

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

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Q. COST PROPOSAL REQUIREMENTS ..... **Error! Bookmark not defined.**
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S. PRICES ..... **Error! Bookmark not defined.**

Form A Bidder Proposal Point of Contact 24

Form B Notification of Intent to Attend Pre-Proposal Conference ..... Error! Bookmark not defined.

Form C Notification of Intent to Submit Proposal ..... Error! Bookmark not defined.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM 25

GLOSSARY OF TERMS

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

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

Bidder: A contractor who submits a proposal in response to a written Request for Proposal.

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

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

Business Day: Any weekday, except State-recognized holidays.

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

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

Change Order: Document that provides an addendum and/or 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.

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

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

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

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

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

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written Request for Proposal.

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

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

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

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

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

Evaluation Committee: Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposals).

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".

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 Request for Proposal, or contract, are completed.

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Non-Responsive Proposal: **Any proposal** that does not comply with the requirements of the Request for Proposal.

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

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

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

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written Request for Proposal and related expectations.

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: Bidder's response to a written Request for Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a bidder who has submitted a proposal response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Release Date: The date of public release of the written Request for Proposal to seek offers.

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

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

Responsible Contractor: A contractor 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 vendor who has submitted a proposal which conforms to all requirements of the Request for Proposal document.

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and 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. § 87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Vendor: An individual or entity lawfully conducting business with the State.

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 Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

NDOT – Nebraska Department of Transportation

RFP – Request for Proposal

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from a qualified bidder who will be responsible for providing rest area landscaping Services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this Request for Proposal reside with Nebraska Department of Transportation. The point of contact (POC) for the procurement is as follows:

RFP Number:	R308-23
Name:	Gayle Dietz
Agency:	Nebraska Department of Transportation (NDOT)
Address:	5001 So. 14th Street Lincoln, NE 68512
Telephone:	(402) 479-4350
E-Mail:	NDOT.ProcurementServices@nebraska.gov

From the date the Request for Proposal 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 Request for Proposal. The POC will issue any answers, clarifications, or amendments regarding this Request for Proposal in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this Request for Proposal.

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 on the following page, but all dates are approximate and subject to change.

Schedule of Events		
ACTIVITY		**DATE/TIME**
1.	Release RFP	January 23, 2024
2.	Mandatory Pre-Proposal Location: Grand Island Eastbound (EB): Milepost 314.93, located 2 miles east of the South Locust Interchange ** Registration Advisement:* *Proposals will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.*	February 06, 2024 at 9:00 a.m.
3.	Last day to submit written questions after Pre-Proposal Conference	February 09, 2024
4.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	February 13, 2024
5.	Proposal Opening Location: Nebraska Department of Transportation, Operations Division, Bldg. #00101 5001 S. 14th Street Lincoln, NE 68512	February 22, 2024 2:00 PM Central Time
6.	Review for conformance to RFP requirements	February 23, 2024
7.	Evaluation period	February 23, 2024
8.	Post "Notification of Intent to Award" to Internet at: http://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	February 23, 2024
9.	Contract finalization period	February 26, 2024 Through March 19, 2024
10.	Contract award	March 19, 2024
11.	Contractor start date: District 4 District 5	 June 08, 2024 May 01, 2024

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to Nebraska Department of Transportation and clearly marked "RFP Number R308-23; Rest Area Landscaping 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. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

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

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at http://dot.nebraska.gov/business-center/business-opp/procure-service-opp/ per the Schedule of Events.

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is mandatory. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. Questions that have a material impact on the Request for Proposal 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/. 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 Request for Proposal 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. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

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 may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Nebraska Department of Transportation website at: http://dot.nebraska.gov/media/2802/ndot289.pdf. This should be accomplished prior to execution of the contract.

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is 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. Utilizing 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. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The 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 awarded bidder and their subcontractors.

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

I. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Section II. E. & F. The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

J. SUBMISSION OF PROPOSALS

State will not accept proposals by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

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

No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. The website can be found here: http://dot.nebraska.gov/business-center/business-opp/procure-service-opp/.

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.

The "Request for Proposal for Contractual Services" form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

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

K. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder's in replying to this Request for Proposal, including any activity related to bidding on this Request for Proposal.

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

M. PROPOSAL 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.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

N. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be considered non-responsive. 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. Proposals will be posted to the NDOT website once an 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. 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 manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed State Cost Proposal Template.

Q. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal 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 (a) of this paragraph and (ii) the management and daily business operations of the business are controlled by one or more persons described in (a) of this paragraph. 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 Request for Proposal cover page under "Contractor 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 contractor 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.

R. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original proposal response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO or to not offer every bidder an opportunity to submit a BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire proposal response.

S. 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 Request for Proposal, 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.

T. 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 Request for Proposal process, the State of Nebraska may take one or more of the following actions:

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

The Request for Proposal 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/.

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: http://dot.nebraska.gov/business-center/business-opp/pre-maint/.

U. LUMP SUM OR "ALL OR NONE" PROPOSALS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a proposal on an "all or none" or "lump sum" basis but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and bidder declines to accept award on individual items; a "lump sum" proposal is one in which the bidder offers a lower price than the sum of the individual proposals if all items are purchased but agrees to deliver individual items at the prices quoted.

V. REJECTION OF PROPOSALS

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

W. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 & 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

Bidder is expected to read the Terms and Conditions. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

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

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

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

a. GENERAL

1. The contract resulting from this Request for Proposal shall incorporate the following documents:

- **a.** Request for Proposal, including any attachments and addenda;
- **b.** Amendments to the Request for Proposal;
- **c.** Questions and Answers;
- **d.** Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
- **e.** Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4)
the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

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

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

b. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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

c. BUYER'S REPRESENTATIVE

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

d. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought

in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

e. DISCOUNTS

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

f. PRICES

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

Prices submitted on the cost proposal form shall remain fixed for the first one (1) year of the contract. Any request for a price increase subsequent to the first year of the contract shall not exceed five (5%) percent of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to NDOT a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

g. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

h. AMENDMENT

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

i. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

j. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding

the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

k. CORRECTIVE ACTION PLAN

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

l. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

m. BREACH

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

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

n. NON-WAIVER OF BREACH

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

o. SEVERABILITY

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

p. INDEMNIFICATION

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 Request for Proposal.

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. If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

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.

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

r. 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.

s. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE
The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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

t. 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") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

u. 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.

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

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

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

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

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

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

III. CONTRACTOR DUTIES

a. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

b. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://dot.nebraska.gov/media/2802/ndot289.pdf
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

c. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms,

conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. § 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

d. COOPERATION WITH OTHER CONTRACTORS

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 contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

3. EVIDENCE OF COVERAGE

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

Nebraska Department of Transportation
Operations Division
5001 So. 14th St.
Lincoln, NE 68512
Email: NDOT.ProcurementServices@nebraska.gov

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

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

4. DEVIATIONS

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

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

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

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

j. STATE PROPERTY

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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

m. DISASTER RECOVERY/BACK UP PLAN

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

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

n. WARRANTY

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

o. TIME IS OF THE ESSENCE

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

IV. PAYMENT

a. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)
Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

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

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

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

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

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

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

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

h. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)
The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.
The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The Bidder should provide the following information in response to this solicitation.

A. PROJECT OVERVIEW

The Nebraska Department of Transportation (NDOT) is requesting proposals for the provision of Rest Area Janitorial Maintenance Services for District 4 and District 5 rest areas along Interstate 80. There will be two contracts awarded, one per each district.

B. LOCATIONS

Locations of the facilities per District are as follows:

1. District 4 Rest Areas:

- York Rest Area Eastbound (EB): Milepost 350.80, located 3 miles west of the York Interchange
- York Rest Area Westbound (WB): Milepost 355.23, located 3 miles east of the York Interchange
- Grand Island Eastbound (EB): Milepost 314.93, located 2 miles east of the South Locust Interchange
- Grand Island Westbound (WB): Milepost 316.52, located 3 miles west of the Phillips Interchange
- Kearney Eastbound (EB): Milepost 269.04, located 3 miles west of Kearney
- Kearney Westbound (WB): Milepost 270.94, located 2 miles west of Kearney

2. District 5 Rest Area:

- Sidney Eastbound Rest Area is located at approximate Milepost 51.40
- Sidney Westbound Rest Area is located at approximate Milepost 61.37

*****NDOT is reconstructing the Sidney Eastbound Rest Area and is currently closed with a tentative completion date in Spring of 2025. During this period, rest area landscape maintenance services are not required. In addition, the Sidney Westbound Rest Area will tentatively close and begin construction in Spring of 2024 with a tentative completion date in Fall of 2025, during this time, rest area landscape maintenance services will not be required.*****

C. SCOPE OF WORK

The contractor shall provide the appropriate equipment, parts, tools, transportation, materials, management, and supervision of required or essential personnel necessary to ensure effective completion of all work and services as specified in this RFP. All work shall be performed in a professional manner and in the best interests of maintaining clean presentable facilities and grounds. Contractor shall be responsible for providing minor repairs and maintenance services associated with the facilities irrigation systems to effectively maintain and operate the rest areas as designated by NDOT.

D. ACCESSING REST AREAS

The contractor shall only use interstate interchanges for access to the rest areas. Crossing medians will not be allowed, including maintenance crossovers.

E. PHONE ACCESS

The contractor shall provide a cellular phone on site in order for the attendant to be able to contact NDOT for emergencies, major repairs, or malfunctions. The contractor shall be responsible for all expenses associated with the cellular phone. NDOT contact information shall be provided to the contractor at the commencement of the contract.

F. SUPERVISORY MANAGEMENT LEVEL REPRESENTATIVE

The contractor shall provide a suitable, trained, qualified and experienced supervisory management level representative or authorized agent as a primary point of contact for all contractual matters. Contractor should provide all contact information with their bid. The Contractor's representative or agent shall be reliably available either by phone, email and/or in person upon request by NDOT to discuss contract requirements, performance, or other issues that need immediate attention. A two (2) hour response time is required. Any deficiencies brought to the contractor's or the contractor's designated representative's attention must be corrected within two (2) calendar days or at a time agreed upon by NDOT. The contractor's designated representative or agent shall have the authority to receive and execute any instructions or directions from NDOT without delay and to properly supervise all rest area personnel and to ensure the requirements, services, and duties as specified in the contract are met.

G. 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 (refer to section III. subsection D of the RFP).

H. EMPLOYEES AND CONDUCT

The contractor shall provide suitable, trained, and qualified personnel to maintain the facilities in a safe, clean, and attractive manner to the satisfaction of the NDOT. The minimum workforce is not specified; however, the contractor must staff sufficient personnel with the qualified skills and experience to perform all the duties and requirements as specified in this RFP. The contractor shall be responsible for the behavior of their employees in relation to the public at all times and shall take all necessary and appropriate steps to ensure that their employees conduct themselves in accordance with the requirements of the RFP. Contractor will provide proper supervision for all rest area personnel and shall convey all NDOT policies and procedures to the rest area personnel (refer to Attachment A. NDOT Rest Area Conduct Policy). NDOT reserves the right, at its sole discretion, to require the contractor to reassign or remove any rest area personnel for any reason and request a suitable replacement. Unsatisfactory conduct by the contractor's employees or failure to provide a suitable replacement shall be grounds for suspension and/or termination of the contract.

The following minimum requirements shall apply:

1. Abide with the NDOT Rest Area Conduct Policy (Attachment A)

2. Rest area personnel must be at least 18 years old.

3. Rest area personnel must be a United States citizen or legal alien.

4. Rest area personnel must treat the public in a friendly and respectable manner and shall not exhibit any unethical or inappropriate behavior.

5. Rest area personnel must cooperate and not commit any act which may interfere with or disrupt the performance of work by any outside sourced vendors or contractors.

6. Rest area personnel shall not accept any tips or gratuities for any services performed in the rest area.

7. Rest area personnel must comply with instructions pertaining to conduct and Rest Area Rules and Regulations (See Attachment B: Rest Area Rules and Regulation) and enforce The Nebraska Clean Indoor Act at all times.

http://dhhs.ne.gov/Tobacco%20Free%20Nebraska%20Documents/Nebraska_Clean_Indoor_Air_Act_The_Law.pdf

8. The Rest area personnel must tactfully notify violators when observed, of the Rest Area Rules and Regulations posted at the rest area.

9. Guests or immediate family of the Contractor's employees shall not be allowed to accompany or assist an employee maintaining the rest area unless they are employees of the contractor.

10. Rest area personnel may not bring their pets to the rest area facilities during working hours.

I. CRIMINAL BACKGROUND INVESTIGATION POLICY

Employees working at NDOT rest areas will have contact with the travelling public; and as such, these employees are considered to be working in a public-safety sensitive position. To ensure the safety of the travelling public, the contractor shall be responsible to obtain criminal background investigations of all employees who will be working at the rest areas, including any substitute employees. The contractor will review all investigation reports and determine if the employee(s) is suitable for work with the public at rest areas. 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: https://statepatrol.nebraska.gov/services/criminal-history-record-requests

J. ATTIRE/INDENTIFICATION BADGE

The contractor's employees shall present themselves in a clean and professional manner. Clothing should be suitable for the work assigned and shall be free of stains, dirt, holes, tears, or rips. Clothing should be without offensive language or inappropriate designs, symbols, or advertising. Clothing should not be too revealing, in good taste for public contact. The contractor shall be responsible for providing each employee with a clearly legible identification badge that identifies the contractor's business name and employee's name.

K. STATE PROVIDED EQUIPMENT/ITEMS

NDOT shall provide the following items as needed or required at each rest area:

1. Sand for play areas
2. Lava rocks
3. Mulch and wood chips
4. Irrigation System Parts
5. Ornamental Plants
6. Grass Seed

The contractor's designated supervisory representative or agent must submit a verbal and/or written request for any State provided supplies directly to the designated NDOT representative. Upon NDOT's review and approval, the State provided supplies will be delivered or made available to the specific rest area site requesting the supplies. The contractor shall be responsible for all delivered supplies upon receipt at the rest area site, including any incurred costs due to damages, loss, or theft. Any incurred costs will be deducted from the contractor's invoice.

L. TOURISM INFORMATION CENTERS/CIVIC GROUPS

The Nebraska Tourism Commission may maintain information centers at the rest areas during the summer months. The Nebraska Tourism Commission personnel shall be responsible for cleaning the information center/booth during months of use by Travel and Tourism.

Upon NDOT approval, non-profit civic groups on occasions are allowed to provide and dispense snacks and drinks at no charge to the public at the rest area facilities and/or grounds. The civic groups are responsible for cleaning the areas utilized for their functions at the conclusion of their event. Rest area attendant(s) will not be required to assist in the clean-up of these events. Civil groups are not allowed to block access to vending machines. In the event this may occur, the rest area attendant shall immediately notify the designated NDOT representative.

M. LOST AND FOUND ITEMS

The contractor shall insure that all articles found by the contractor's employees while performing duties under this contract are tagged immediately showing date and location found and are kept in safe storage at the rest area for 48 hours. If the article is not claimed within 48 hours, the attendant is to notify the designated NDOT representative.

N. DAMAGES

The contractor shall be responsible for any damages or claim for damages to personal property and or to NDOT's property including the building, or contents of the building which resulted during maintenance and landscape operations or was the result of noncompliance with the terms of the contract. Costs for damages will be deducted from the contractor's invoice.

O. ACTS OF NATURE

Refer to Section II. Subsection R (Force Majeure) of the RFP.

P. REST AREA CLOSURES

In the event, a rest area(s) is closed for a definite period of time due to acts of nature, road construction, building repair/reconstruction or for any other reason deemed necessary by NDOT, the duties and responsibilities of the rest area personnel shall be redirected by NDOT to include landscaping maintenance during the closure. If reconstruction prevents landscaping maintenance or there is insufficient amount of work for the rest area personnel to perform, the contracted amount shall be pro-rated for services provided and days worked based on a 365-day calendar year.

Q. EMERGENCY REST AREA CLOSURES

The rest area(s) may also be temporarily closed for a short period due to significant unplanned events such as but not limited to:

1. Septic system failure
2. Water or power failure
3. Domestic disturbance
4. Hazardous spills
5. Incidents or situations where the public is in danger
6. Inclement weather (flooding, blizzard, etc.)
7. Or if directed by authorized law enforcement

Each rest area is equipped with closure gates and signs. In the event of the above-described situations, the contractor shall be responsible to follow the protocol below to initiate a closure:

1. Rest area attendant, and/or contractor shall immediately contact the designated NDOT and communicate the situation.
2. NDOT will determine if a closure is necessary.
3. NDOT will authorize, perform, and direct the closure activities when a closure is confirmed necessary

R. VADALISM, EMERGENCIES, AND HAZARDOUS MATERIAL SPILLS

The contractor must immediately report and submit photos of any graffiti, damage to equipment, plumbing, etc., due to flagrant vandalism or unlawful acts to the designated NDOT representative. The contractor shall report all incidents including vandalism, excessive occupancy, camping, etc. to the proper law enforcement agency and to the designated NDOT representative as quickly as possible.

The contractor shall immediately notify the appropriate authorities and the designated NDOT representative of any emergencies or incidents relative to public health or safety that occur in the rest area.

The contractor shall immediately report any suspected hazardous material spills to NDOT or in case of an emergency, contact the Nebraska State Patrol (NSP). The contractor shall not attempt cleanup of any suspected hazardous material and shall keep the public away until qualified authorities take proper action.

S. INSPECTIONS AND DEFICIENCIES

NDOT personnel will perform random and periodic inspections as deemed appropriate by NDOT to ascertain the contractor's compliance with the contract terms and requirements. The contractor's designated supervisory person may accompany the Department's representative when inspections are made. Any deficiencies noted on the inspection or brought to the contractor's attention must be corrected within two (2) business days or at a time agreed upon by NDOT.

T. MINOR MAINTENANCE AND REPAIRS

The contractor shall be responsible for all labor, equipment, parts and tools, necessary to provide minor maintenance services associated with the facilities water irrigation system to effectively maintain and operate the rest areas as determined by NDOT. Contractor's employees must have the sufficient skills and experience to perform the work as specified in this RFP. Example includes sprinkler head replacement. All repaired or replaced items shall be replaced with similar like items.

Major repairs or services requiring outside professional vendors such as working on water well, parking lot lights, etc., shall be reported to the designated NDOT representative. NDOT shall be responsible for major maintenance and repair costs. Any major repairs completed by the contractor without prior notification and approval from NDOT shall be at the contractor's expense.

U. SUPPLIES, TOOLS, AND EQUIPMENT

The contractor shall provide all supplies, appropriate tools and equipment including but not limited to:

1. All tools and equipment must be in good working condition and suitable for the work to be performed. Any tools or equipment found to be unsuitable, or a hazard shall be repaired or replaced prior to beginning work. All labor and parts necessary for repairing equipment will be at the contractor's expense.

2. At no time shall the contractor store landscaping equipment on-site at the rest area, either in the building or on the grounds of the rest area. Equipment shall be taken with the contractor each day after work has been completed for the day.

Contractor must furnish and maintain Safety Data Sheets (SDS) on site for all appropriate products.

V. DUTIES AND SERVICES

Contractor shall keep and maintain the rest area grounds, on and off ramps, parking area, and sidewalks in a clean and presentable appearance during the months of March through November. During the months of December through February, the contractors will provide an hourly rate for on-call maintenance due to extreme weather events, such as trees/limbs falling to the ground or onto buildings.

The contractor shall be responsible for the following duties:

1. **<u>On and Off Ramps</u>**

   a. Mow the shoulders of the entrance and exit ramps. Mowing activities shall be performed in a safe manner to avoid interference or disruption to traffic flow on the entrance and exit ramps.

   b. Hand dig or spray all weeds prior to flowering state.

2. **<u>Parking Area and Sidewalks</u>**

   a. Sidewalks shall be edged once per month during the mowing season with the first edging completed by May 15. Edging shall be performed with a mechanical sidewalk edger, between 1" and 2" deep making an edge gap of 1/2" minimum and 1" maximum. The soil and grass clippings that result from this process shall be removed and disposed.

b. Sidewalks must be maintained and remain safe for the public. The contractor must notify the designated NDOT representative if sidewalks become hazardous or dangerous due to settling or any other reason.

3. Litter, Trash Receptacles, Trash Hauling Services and Recycling Containers

a. Collect and disposed all scattered debris including but is not limited to paper, litter and pet waste from the rest area grounds including along the building, sidewalks, shrub beds, parking lot, entrance and exit ramps, and irrigated and pet exercise areas.

b. The contractor shall be responsible for trash hauling services including but not limited to all yard waste, leaves, pine needles, and branches that are collected from the rest area.

c. All trash must be removed from the rest area and transported to an approved landfill/transfer station.

d. Any costs involved with use of the landfill/transfer station and arrangement for its use shall be the contractor's responsibility.

e. The contractor must comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations for solid waste handling, collection, and disposal (refer to Section II D. of the RFP).

4. Signs and Historical / Memorial Plaques

a. Remove any tree branches that rub against signs or structures.

5. Picnic Shelters and Play Areas

a. Maintain sand in plays areas. NDOT shall supply the sand.

b. Rake sand area to even out weekly and remove debris and weeds.

6. Pet Exercise Areas

a. Maintain pet exercise areas including the removal and the proper disposal of animal manure and ensuring the pet area signs are in place.

7. Rest Area Exterior

a. Sidewalks, shrub beds and areas around the buildings shall be maintained free of trash, cigarette butts, etc.

b. The contractor shall remove tree litter and debris from the rain gutters, restroom roof and the Visitor Information Center roof when tree litter and/or debris clogs rain gutters or drains or accumulates to a depth of 1 inch. Snow guards shall be maintained on newer roofs. Any tree branches that are touching or hanging over the building shall be removed immediately.

8. Landscape Maintenance

a. The contractor shall be responsible for providing landscape maintenance for the following areas: 1) the ornamental lawn area including the irrigated area around the buildings, picnic shelters, flower/shrub beds and the center island and 2) the non-irrigated areas, including the fore slopes, backslopes and other designated areas outside of the ornamental lawn areas.

b. Landscape maintenance duties includes but is not limited to:

1. Fertilizing
2. Weed removal and control
3. Pest and disease control in designated areas (irrigated areas only)
4. Upkeep of flower/shrub beds
5. Mowing the ornamental lawn area and non-irrigated areas
6. Grass trimming and edging
7. Operation and maintenance of the irrigation system
8. Aeration
9. Tree and shrub pruning
10. Raking and leaf removal

c. Refer to the University of Nebraska Cooperative Extension Publication G517 "Kentucky Blue grass Management Calendar" web site below for information and landscape maintenance details and recommended application schedules for fertilizing and weed, insect, and pest control.

http://extensionpublications.unl.edu/assets/pdf/g517.pdf

It is the contractors' responsibility to check this web site on a regular basis for updated information. Contractor shall follow manufacturer's label instructions on all chemical products. The contractor shall be assessed damages for any loss of plant material as a result of careless chemical treatment.

d. Contractor is required to obtain an ornamental and turf commercial pesticide applicator's license and is responsible for all associated costs. Contractor must be able to produce the applicator's license upon request by NDOT.

e. Any tall weeds such as sunflowers and musk thistle should be hand chopped or dug before flowering by the contractor.

f. Contractor shall replace the lava rocks and wood chips and bedding material with the same type of lava rocks and wood chips in the shrub beds as needed. NDOT shall provide the bedding materials as needed.

g. Sidewalks should be edged monthly during the summer. Keep weeds and grass removed from cracks or joints. The removed material must be included in the lawn clippings and taken from the rest area and disposed of properly.

h. Mowing:

1. All landscape maintenance shall be completed the same day that it is started unless weather or mechanical failures force a delay. If delayed, the contractor shall finish the cycle as soon as possible.

2. All ornamental lawn (irrigated) areas are to be mowed weekly and maintained between three (3”) and four-and-one-half (4-1/2”) in height.

3. The fore slopes, backslopes and all other areas outside of the ornamental lawn areas are to be mowed biweekly (every two weeks) and maintained between 4" and 6" in height.

4. The height requirements and weather conditions will determine the mowing frequency.

5. All areas shall be inspected and cleared of debris prior to mowing.

6. All mowing equipment will be operated at speeds that create uniform mowing heights. All equipment used at the Rest Areas shall be operated in a safe manner. Disruption of service or endangering the public using the facility will not be tolerated.

7. Mower blades shall be kept sharp for proper cutting.

8. Mow in alternating directions to avoid rutting or circling of fixed objects. Do not mow in wet conditions, including heavy dew. Windrows are unacceptable.

9. If windrows or excess clippings are present after mowing the contractor shall be required to bag, mulch (double mowing), rake and proper disposed the grass clipping. Grass clippings cannot be used as mulch around trees and shrubs.

10. Mowing shall not be conducted adjacent to picnic tables or sidewalks when they are in use.

11. Mowing operations shall be conducted in such a manner so as not to damage existing ground areas, trees, shrubs, signs, or posts.

12. The contractor is responsible for removing grass clippings from sidewalks, picnic shelter pads and parking lots that are the result of mowing and is also responsible for removing any weeds or grass that may grow in the cracks of these areas. Chemical treatment is allowed for those areas.

13. Areas that cannot be reached with a mower (rider or push) shall be trimmed with a string trimmer or hand clippers to the same heights as the surrounding turf. Chemical use for trimming is not allowed.

14. Contractor shall be responsible for maintaining the flower beds, ornamental lawn areas and play sand box areas weed-free on a weekly basis.

15. Reseed and fertilize any bare spots between September 15 and October 15. Keep these areas mulched if needed. Keep this area moist by routine watering until grass is established.

16. Fertilizer application is required in April, June, August, and October with season-appropriate fertilizer. Fertilizer must be approved by NDOT personnel prior to application.

17. Do not mow the area over the absorption fields.

9. <u>Irrigation System</u>

a. The contractor shall provide the following preventive maintenance at the beginning of spring each year in April.

b. Operate and run the controller through all stations and ensure controller and all circuits are operating properly.

c. Check and adjust sprinkler heads to assure they are working properly and covering the intended areas.

d. Contractor shall be responsible for the labor costs for replacing and installing irrigation parts including but not limited to water pressure gauge, sprinkler heads or nozzles. Replacement parts will be supplied by NDOT.

e. Do not operate the irrigation system when the rest area is busy with numerous visitors.

f. Do not sprinkle water on brick walls.

g. Contractor shall irrigate the ornamental lawn areas as often as needed to maintain a healthy and lush grass.

h. Some shrub beds may not be covered by the irrigation system and may need periodic watering by hand.

i. The center island may require additional watering per unit of area than the main ornamental lawn area. When watering the center island, use shorter time cycles to prevent runoff and several cycles to obtain the needed amount of water.

j. The irrigation system must be shut down for winter before a hard freeze is predicted, or no later than October 20 of each year. Do not exceed 65 psi when blowing out irrigation systems. Increase pressure gradually.

10. <u>Aeration</u>

a. The contractor shall aerate the ornamental lawn area in the spring prior to aerating. As directed by the designated NDOT representative some areas may be aerated twice per year and some areas once per year.

b. The ground must be moist when aerating and at a minimum aerated in two (2) alternating directions.

c. All sprinkler heads must be flagged prior to aeration operations. If sprinkler heads are damaged or destroyed during Aeration, sprinkler heads are required to be replaced at contractor's expense.

11. <u>Shrubs, Trees, Trimming and Pruning, Raking and Leaf Removal</u>

a. Shrubs will be pruned using proper landscaping techniques or at the direction of the NDOT.

b. Pruning of larger trees should be limited to pedestrian hazards and dead, broken or damaged branches. Cut branches back to the "parent limb". Tree "topping" is not allowed.

c. Pruning should be done in the fall and early spring or at the direction of the NDOT. Areas of ornamental plantings may require additional trimming throughout the season.

d. All pruned branches, twigs, leaves and grass clippings etc. **shall be removed from the site and properly disposed on the same day.** All costs incurred in the disposal shall be the responsibility of the contractor.

e. The contractor is responsible for the raking and disposal of leaves and branches and all costs associated with those activities. Leaf removal is required throughout the entire contract period. Traditionally most of the activity will occur in the fall and early winter. However, with the variety of trees that are at the rest areas, this activity may be necessary at other times. Leaves must be removed from the site in a timely manner and disposed of properly. Burning of leaves at the site is not allowed.

W. PROPOSAL PRICING

Proposal bid price shall be a monthly cost per rest area facility to provide rest area landscape maintenance services including all costs for labor, appropriate equipment, parts, tools, transportation, materials, management and supervision of required or essential personnel necessary to ensure effective completion of all work and services as specified in this RFP during the months of March through November and an hourly rate for the Months of December through February.

X. DELIVERABLES

The contractor shall provide the labor, appropriate equipment, parts, tools, transportation, consumable items, cleaning supplies and materials, management, and supervision of required or essential personnel necessary to ensure effective completion of all work and services as specified in this RFP and the Cost Proposal Bid Sheet.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number R308-23

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

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

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

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

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