

# NEBRASKA DEPARTMENT OF TRANSPORTATION

## SERVICE CONTRACT AWARD

Nebraska Department of Transportation  
Operations Division  
PO Box 94759  
Lincoln, NE 68509-4759

<b>PAGE</b> 1 of 3	<b>CONTRACT NUMBER</b> 92132-O4 / QH2008 Supp 3
<b>CONTRACTOR #/AB #</b> 4695 / 530088	<b>BUYER</b> Brandy Henke
<b>CONTRACTOR NAME AND ADDRESS:</b> IES HOLDINGS, INC 120 South Lincoln Street HOLDREGE, NE 68949	
<b>VENDOR CONTACT INFORMATION</b>	<b>DESCRIPTION OF SERVICE</b>
Name: Joel Wiedeman Phone: 402-371-5181 / 402-750-2719 E-mail: <a href="mailto:joel.wiedeman@iesci.net">joel.wiedeman@iesci.net</a>	On-Call High Mast Tower Lighting Repair & Maintenance Services for Districts 1 - 6

**AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE SERVICES LISTED FOR THE PERIOD:**

**OCTOBER 15, 2024, through OCTOBER 14, 2025**

### Renewals

This is the final renewal of the contract; there are no renewals remaining.

### Extension Period

The 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) #R100-20.

### Description of Services

The Contractor shall provide on-call High Mast Tower Lighting repair and maintenance services, including parts, to the Nebraska Department of Transportation (NDOT) Districts 1, 2, 3, 4, 5, and 6.

### Incorporation

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP, response and properly submitted documents);
5. The executed contract; and,
6. 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) the executed contract, 3) the signed Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda. These documents constitute the entirety of the contract. Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of the contract interpretation as established in the State of Nebraska.

### Scope of Work

Contractor shall provide all labor, parts, equipment/tools, installation, insurance, materials, and reliable transportation to properly accomplish all service, repairs and maintenance on the NDOT's High Mast Tower Lighting, in accordance with the requirements of the RFP, as listed herein, and as directed by the NDOT, at the hourly and mobilization rates listed below in the contract line item table .

NDOT will pay for repair/replacement materials/parts used in the repair and maintenance of the NDOT's High Mast Tower Lighting, at cost, with proof of purchase. Copies of the receipts must accompany the invoice when submitted to NDOT for payment. All repairs or replacements shall meet or exceed the requirements listed within the RFP and Attachment A of the RFP. All work shall comply with State of Nebraska laws and codes. Work shall be performed under appropriate business practices.

The work of removal and disposal of all non-working components will be considered inclusive as part of the repair and/or replacement work being performed on the contract. Any work performed outside of this contract will not be considered for payment.

All questions regarding contract requirements and specifications shall be directed to the designated District contact person. NDOT contact information shall be provided to the Contractor upon commencement of the contract.

**1. Scheduled Work Projects and Hours**

Requests for general repairs will be made by District personnel during normal working hours of Monday through Friday, 8:00am – 5:00pm CST, excluding weekends and State Holidays. Contractor shall respond to service calls within seventy-two (72) hours of the initial request and are expected to work with district personnel to schedule the inspection of the tower(s), lighting unit(s) and the repairs to be completed.

If more than one (1) location within a single district requires repair at the same time, the NDOT will establish the order in which the repairs are to be made. The Contractor will not be held to the 72-hour limitation at more than one (1) location at a time.

The Contractor shall keep in contact with the designated District personnel and provide status updates of each project(s) to ensure satisfactory progress is being made.

**2. Mobilization**

Mobilization costs shall be calculated based from the District's bid point location to the site location only. Mobilization shall be verified using "Google Maps" closest route. The District's bid point locations are listed below:

- District 1: 302 Superior Street, Lincoln, NE
- District 2: 4425 S. 108th Street, Omaha, NE
- District 3: 500 W. 9th Street, So. Sioux City, NE
- District 4: 211 N. Tilden Street, Grand Island, NE
- District 5: 2320 Illinois Street, Sidney, NE
- District 6: 1321 N. Jeffers, North Platte, NE

**CONTRACT LINE ITEMS**

*The hours below are estimates; they are not guaranteed and may increase or decrease.*

<b>Line</b>	<b>Location</b>	<b>Description</b>	<b>Qty.</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended Price</b>
1.	District 1	Hourly Rate	2000	Hours	\$153.04	\$306,075.00
2.	District 1	Mobilization	1500	Miles	\$3.47	\$5,197.50
3.	District 2	Hourly Rate	150	Hours	\$169.21	\$25,381.13
4.	District 2	Mobilization	300	Miles	\$3.47	\$1,039.50
5.	District 3	Hourly Rate	40	Hours	\$179.60	\$7,184.10

6.	District 3	Mobilization	600	Miles	\$3.47	\$2,079.00
7.	District 4	Hourly Rate	195	Hours	\$141.49	\$27,590.06
8.	District 4	Mobilization	375	Miles	\$3.47	\$1,299.38
9.	District 5	Hourly Rate	200	Hours	\$169.21	\$33,841.50
10.	District 5	Mobilization	500	Miles	\$3.47	\$1,732.50
11.	District 6	Hourly Rate	40	Hours	\$169.09	\$6,763.68
12.	District 6	Mobilization	225	Miles	\$3.47	\$779.63

Estimated Contract Value: \$418,962.97

The parties have executed this contract as of the date of execution by both parties below:

State of Nebraska Dept. of Transportation

By: 

Name: TOM RENNINGER

Title: OPERATIONS MANAGER

Date: 8-24-24

Contractor: IES Holdings, Inc.

By: 

Name: GREG A BELGUM

Title: VICE PRESIDENT

Date: AUGUST 21, 2024

Bid No.: R100-20  
Project Description: High Mast Lighting Repair  
Agreement No.: 92132 O4/QH2008 S3

**ORIGINAL**

### CONTRACT BOND

BOND NUMBER: ES00018203

**KNOW ALL MEN BY THESE PRESENTS:**

That we, IES Holdings, Inc. as principal, and Everest Insurance Company as sureties, are held and firmly bound unto the Department of Transportation of the State of Nebraska, in the penal sum of \$418,962.97 dollars and for the payment of which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date: August 21, 2024.

The condition of the obligations is such that whereas, the above bounden, IES Holdings, Inc. of Holdrege, Nebraska has been awarded by the Department of Transportation of the State of Nebraska, the specified work of High Mast Lighting Repair and Maintenance Services on Bid No. R100-20, of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said IES Holdings, Inc. as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise, to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the maintenance work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden, IES Holdings, Inc. of all overpayments made to said principal by the Department of Transportation, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, which may accrue, pursuant to Sections 77-3103 to 77-3112 or any other provision of law, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the maintenance work, and this bond is made, executed, and delivered with such understanding.

Signed this 22nd day of August, 20 24.

Everest Reinsurance Company  
Surety

IES Holdings, Inc.  
Principal (Signature)

[Signature]  
Attorney-in-Fact (Signature)

Stephanie Gunderson  
Attorney-in-Fact (Printed Name)

GREG A BELGUM  
Principal (Printed Name)

Alliant Insurance Services  
Agency/Business Name

VICE PRESIDENT  
Title

16000 N. Dallas Pkwy., Ste. 850  
Dallas, TX 75248  
Agency/Business Address

213-406-1410  
Phone Number



**POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

**S. Nicole Evans, Stephanie Gunderson, Diana Cervantes, Carlos A. Albelo**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

*RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

*RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

*RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15<sup>th</sup> day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15<sup>th</sup> day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 22<sup>nd</sup> day of August 2024.



By: Nicole Chase, Assistant Secretary

# NEBRASKA DEPARTMENT OF TRANSPORTATION

## SERVICE CONTRACT AWARD

<b>PAGE</b> 1 of 3	<b>CONTRACT NUMBER</b> 92132-O4 / QH2008 Supp 1
<b>CONTRACTOR #/AB #</b> 4695 / 530088	<b>BUYER</b> Deon Van Fosson
<b>CONTRACTOR NAME AND ADDRESS:</b> IES HOLDINGS, INC 120 South Lincoln Street HOLDREGE, NE 68949	
<b>VENDOR CONTACT INFORMATION</b>	<b>DESCRIPTION OF SERVICE</b>
Name: Joel Wiedeman Phone: 402-371-5181 / 402-750-2719 E-mail: <a href="mailto:joel.wiedeman@iesci.net">joel.wiedeman@iesci.net</a>	On-Call High Mast Tower Lighting Repair & Maintenance Services for Districts 1 - 6

Nebraska Department of Transportation  
Operations Division  
PO Box 94759  
Lincoln, NE 68509-4759

**AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE SERVICES LISTED FOR THE PERIOD:**

**OCTOBER 15, 2022 through OCTOBER 14, 2023**

### Renewals

This contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the Contractor and the Nebraska Department of Transportation (NDOT).

### Extension Period

The 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) #R100-20.

### Description of Services

The Contractor shall provide on-call High Mast Tower Lighting repair and maintenance services, including parts, to the Nebraska Department of Transportation (NDOT) Districts 1, 2, 3, 4, 5, and 6.

### Incorporation

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1. Request for Proposal and Addenda;
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3. Questions and Answers;
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5. The executed contract; and,
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### Order of Precedence

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## Scope of Work

Contractor shall provide all labor, parts, equipment/tools, installation, insurance, materials, and reliable transportation to properly accomplish all service, repairs and maintenance on the NDOT's High Mast Tower Lighting, in accordance with the requirements of the RFP, as listed herein, and as directed by the NDOT, at the hourly and mobilization rates listed below in the contract line item table .

NDOT will pay for repair/replacement materials/parts used in the repair and maintenance of the NDOT's High Mast Tower Lighting, at cost, with proof of purchase. Copies of the receipts must accompany the invoice when submitted to NDOT for payment. All repairs or replacements shall meet or exceed the requirements listed within the RFP and Attachment A of the RFP. All work shall comply with State of Nebraska laws and codes. Work shall be performed under appropriate business practices.

The work of removal and disposal of all non-working components will be considered inclusive as part of the repair and/or replacement work being performed on the contract. Any work performed outside of this contract will not be considered for payment.

All questions regarding contract requirements and specifications shall be directed to the designated District contact person. NDOT contact information shall be provided to the Contractor upon commencement of the contract.

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If more than one (1) location within a single district requires repair at the same time, the NDOT will establish the order in which the repairs are to be made. The Contractor will not be held to the 72-hour limitation at more than one (1) location at a time.

The Contractor shall keep in contact with the designated District personnel and provide status updates of each project(s) to ensure satisfactory progress is being made.

### 2. Mobilization

Mobilization costs shall be calculated based from the District's bid point location to the site location only. Mobilization shall be verified using "Google Maps" closest route. The District's bid point locations are listed below:

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District 4: 211 N. Tilden Street, Grand Island, NE  
District 5: 2320 Illinois Street, Sidney, NE  
District 6: 1321 N. Jeffers, North Platte, NE

## CONTRACT LINE ITEMS

*The hours below are estimates; they are not guaranteed and may increase or decrease.*

<b>Line</b>	<b>Location</b>	<b>Description</b>	<b>Qty.</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended Price</b>
1.	District 1	Hourly Rate	2000	Hours	\$145.70	\$291,500.00
2.	District 1	Mobilization	1500	Miles	\$3.30	\$4,950.00
3.	District 2	Hourly Rate	150	Hours	\$161.15	\$24,172.50
4.	District 2	Mobilization	300	Miles	\$3.30	\$990.00

5.	District 3	Hourly Rate	40	Hours	\$171.05	\$6,842.00
6.	District 3	Mobilization	600	Miles	\$3.30	\$1,980.00
7.	District 4	Hourly Rate	195	Hours	\$134.75	\$26,276.25
8.	District 4	Mobilization	375	Miles	\$3.30	\$1,237.50
9.	District 5	Hourly Rate	200	Hours	\$161.15	\$32,230.00
10.	District 5	Mobilization	500	Miles	\$3.30	\$1,650.00
11.	District 6	Hourly Rate	40	Hours	\$161.04	\$6,441.60
12.	District 6	Mobilization	225	Miles	\$3.30	\$742.50

**Estimated Contract Value: \$399,012.35**

The parties have executed this contract as of the date of execution by both parties below:

**State of Nebraska Dept. of Transportation**

By: 

Name: Tom Sands

Title: Operations Division Manager

Date: 9.30.2022

**Contractor: IES Holdings, Inc.**

By: 

Name: GREG A BELGUM

Title: VICE PRESIDENT

Date: SEPTEMBER 26, 2022



# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Pete Ricketts, Governor

September 27, 2022

IES Holdings, Inc.  
Joel Wiedeman  
PO Box 674  
Norfolk, NE 68701

RE: Renewal Letter and Contract: #QH2008 Supplement 1, Districts 1-6, On-Call Mast Tower Lighting Repair & Maintenance Services

Dear Mr. Wiedeman:

The above referenced contract will expire on October 14, 2022. The contract carries a provision for renewal when mutually agreeable to the Contractor and the State of Nebraska. The Nebraska Department of Transportation wishes to renew this contract for an additional 1 year, i.e., through October 15, 2023 at the current terms and conditions, to include a ten (10%) percent increase to the annual cost.

If this is agreeable to you, please sign below. Additionally, to expedite the renewal process enclosed is the contract and contract bond. **Please mail a hard copy of the contract with a wet signature along with the executed bond and this signed renewal request letter to the mailing address below by September 12<sup>th</sup>, 2022.** Please keep a copy of these documents for your records.

Mailing Address: Department of Transportation-Operations  
Attention: Deon Van Fosson  
P.O. Box 94759  
Lincoln, NE 68509-4759

If you have any questions, please don't hesitate to call me at (402) 479-4356 or send an email to [deon.vanfossion@nebraska.gov](mailto:deon.vanfossion@nebraska.gov).

Sincerely,

Deon Van Fosson  
Procurement Contract Officer  
NDOT Operations

IES Holdings, Inc agrees to the renewal of contract 92131 O4/QH2008 Supplement 1 at the above terms and conditions. **The contract will be effective October 15, 2022 through October 14, 2023.**

SIGNED:  \_\_\_\_\_

DATE: SEPTEMBER 26, 2022

TITLE: VICE PRESIDENT

John P. Semler, AS, Director

Department of Transportation

Operations Division

MAILING ADDRESS

PO Box 94759

Lincoln, NE 68509-4759

[dot.nebraska.gov](http://dot.nebraska.gov)

PHYSICAL ADDRESS

5001 South 14th St

Lincoln, NE 68512

PHONE 402-479-4542

EMAIL [NDOT.ContactUs@nebraska.gov](mailto:NDOT.ContactUs@nebraska.gov)

**Bid No.: R100-20**  
**Project Description: High Mast Lighting Repair and**  
**Maintenance Services**  
**Agreement No.: 92132-04/QH2008 Supplement 1**

**ORIGINAL**

BOND NO.: ES00012162

**CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, IES Holdings, Inc. as principal, and Everest Reinsurance Company as sureties, are held and firmly bound unto the Department of Transportation of the State of Nebraska, in the penal sum of \$399,012.35 dollars and for the payment of which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date: October 15, 2022

The condition of the obligations is such that whereas, the above bounden, IES Holdings, Inc. of Holdrege, Nebraska has been awarded by the Department of Transportation of the State of Nebraska, the specified work of High Mast Lighting Repair and Maintenance Services on Bid No. R100-20, of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said IES Holdings, Inc. as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the maintenance work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden, IES Holdings, Inc. of all overpayments made to said principal by the Department of Transportation, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, which may accrue, pursuant to Sections 77-3103 to 77-3112 or any other provision of law, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the maintenance work, and this bond is made, executed and delivered with such understanding.

Signed this 15th day of October, 22 2022.

Everest Reinsurance Company

*Surety*

IES Holdings, Inc.



*Principal (Signature)*

GREG A. BELCUN

*Principal (Printed Name)*

VICE PRESIDENT

*Title*



*Attorney-in-Fact (Signature)*

Stephanie Gunderson

*Attorney-in-Fact (Printed Name)*

Alliant Insurance Services

*Agency/Business Name*

16003 N. Dallas Pkwy, Ste. 850, Dallas, TX 75248

*Agency/Business Address*

(469) 460-5334

*Phone Number*

EVEREST

POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey 07059, do hereby nominate, constitute, and appoint:

**S. Nicole Evans, Stephanie Gunderson**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



*Nicole Chase*

Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

*Anthony Romano*

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 26, 2023

*Linda Robins*

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at Warren, NJ this 15<sup>th</sup> day of October 2022



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization as required by written contract or agreement that is executed prior to the loss.	All of your projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization as required by written contract or agreement that is executed prior to the loss	All of your projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person(s) or Organization(s) as required by written contract or written agreement that is executed prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIAL NOTICE OF CANCELLATION SERVICE  
PROVIDED TO IDENTIFIED THIRD PARTIES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**CHANGE**

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2022

Policy No. GL 6676035

Endorsement No.

Named Insured IES HOLDINGS, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_  
(Countersignature by the Broker or Agent shall only occur  
in the mailing states that require countersignature)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BROADENED NAMED INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **CHANGE**

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any subsidiaries, affiliated, associated, controlled or allied companies, corporations or firms in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent.

This insurance shall be excess over any other valid and collectible insurance available to the above entities but only to the extent that the amount of loss exceeds the Limits of Insurance for Liability Coverage of the other insurance, and then only for an amount not exceeding the difference between any higher applicable Limits of Insurance for Liability Coverage stated in the Declarations of this policy and the Limits of Insurance for Liability Coverage of the other insurance.

The first Named Insured shown in the Declarations, by acceptance of this policy, is authorized to act and agrees to act on behalf of all persons or organizations insured under the policy with respect to all matters pertaining to the insurance afforded by the policy, including the provision or receipt of notice of cancellation, the payment of premiums and the receiving of return premiums, if any.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 10/01/2022

Policy No. GL 6676035

Endorsement No.

Named Insured: IES HOLDINGS, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

(Countersignature by the Broker or Agent shall only occur  
in the mailing states that require countersignature)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTOMOBILE COVERAGE PART**

### **SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>
Person(s) or Organization(s) as required by written contract.
Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.

### **CHANGE**

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- (1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).
- (2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
  - (a) If the "accident" takes place subsequent to the execution and effective date of such written contract:  
and,
  - (b) While such written contract is in force, or until the end of the policy period, which ever occurs first.
- (3) **How Limits Apply to Additional Insured(s)**

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

  - (a) The limits of insurance specified in the written contract or written agreement; or,
  - (b) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

**(4) Exclusions**

- (a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.
- (b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

**(5) Obligations at the Additional Insured's Own Cost**

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2022      Policy No. CA 6676032      Endorsement No.  
Named Insured IES HOLDINGS, INC.      Premium \$ Included  
Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an accident to which this endorsement applies.

Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**CHANGE**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2022

Policy No. CA 6676032

Endorsement No.

Named Insured IES Holdings, Inc.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIAL NOTICE OF CANCELLATION SERVICE  
PROVIDED TO IDENTIFIED THIRD PARTIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

**CHANGE**

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2022

Policy No. CA 6676032

Endorsement No.

Named Insured IES Holdings, Inc.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_



### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### SCHEDULE

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT THAT IS EXECUTED PRIOR TO THE LOSS.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) AS OF THE FORM EFFECTIVE DATE FOR THIS POLICY:

AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NM, NY, NC, OK, OR, PA, SC, SD, TN, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2022

Policy No. LDC4065624

Endorsement No.

Insured IES HOLDINGS, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be  0  % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT THAT IS EXECUTED PRIOR TO THE LOSS.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2022 Policy No. LDC4065624 Endorsement No.  
Insured IES HOLDINGS, INC. Premium \$ Included  
Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

**SPECIAL NOTICE OF CANCELLATION SERVICE  
PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT**

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) AS OF THE FORM EFFECTIVE DATE FOR THIS POLICY:

AL, AK, AR, CA, CO, CT, DE, DC, GA, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NM, NY, OK, PA, SC, SD, UT, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2022

Policy No. LDC4065624

Endorsement No.

Insured IES HOLDINGS, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

BROADENED NAMED INSURED ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Under General Section, Paragraph B. Who is Insured, is amended to read:

You are insured if you are an employer named in Item 1 of the Information Page. If the employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees. Any subsidiary companies, corporations, firms or organizations that you hereafter shall acquire or in which you shall take a controlling interest, shall also be an insured from the date of such acquisition or control. Such hereafter acquired entities shall be insured if:

- 1. You have the responsibility of placing workers compensation and employers liability insurance for such entity; and,
2. Workers compensation and employers liability insurance is not otherwise more specifically provided for such entity; and,
3. Such entity is incorporated or organized under the laws of a State.

Such entity shall be insured during the policy period only while you own a controlling interest in such entity in excess of 50% of the entity's stock or assets.

Under Part Two—Employers Liability Insurance, Paragraph G. Limits of Liability, is amended by adding the following:

The limits of liability shown in Item 3.B of the Information Page apply regardless of the number of entities insured hereunder. The inclusion of one or more later acquired entities shall not operate to increase or multiply the limits of liability.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) AS OF THE FORM EFFECTIVE DATE FOR THIS POLICY:

AL, AK, AR, CO, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MS, MO, MT, NE, NV, NH, NM, OK, PA, SC, SD, UT, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2022 Policy No. LDC4065624 Endorsement No.
Insured IES HOLDINGS, INC. Premium \$ Included
Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

# NEBRASKA DEPARTMENT OF TRANSPORTATION

<b>PAGE</b> 1 of 3	<b>CONTRACT NUMBER</b> 92132-O4 / QH2008
<b>CONTRACTOR #/AB #</b> 4695 / 530088	<b>BUYER</b> Lana Rockenbach
<b>CONTRACTOR NAME AND ADDRESS:</b> IES HOLDINGS, INC 120 South Lincoln Street HOLDREGE, NE 68949	
<b>VENDOR CONTACT INFORMATION</b>	<b>DESCRIPTION OF SERVICE</b>
Name: Joel Wiedeman Phone: 402-371-5181 / 402-750-2719 E-mail: <a href="mailto:joel.wiedeman@iesci.net">joel.wiedeman@iesci.net</a>	On-Call High Mast Tower Lighting Repair & Maintenance Services for Districts 1 - 6

**SERVICE CONTRACT AWARD**  
  
**Nebraska Department of Transportation**  
**Operations Division**  
**PO Box 94759**  
**Lincoln, NE 68509-4759**

**AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE SERVICES LISTED FOR THE PERIOD:**  
**OCTOBER 15, 2020 through OCTOBER 14, 2022**

**Renewals**

This contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the Contractor and the Nebraska Department of Transportation (NDOT).

**Extension Period**

The 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) #R100-20.

**Description of Services**

The Contractor shall provide on-call High Mast Tower Lighting repair and maintenance services, including parts, to the Nebraska Department of Transportation (NDOT) Districts 1, 2, 3, 4, 5, and 6.

**Incorporation**

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP, response and properly submitted documents);
5. The executed contract; and,
6. 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) the executed contract, 3) the signed Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda. These documents constitute the entirety of the contract. Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of the contract interpretation as established in the State of Nebraska.

**Scope of Work**

Contractor shall provide all labor, parts, equipment/tools, installation, insurance, materials, and reliable transportation to properly accomplish all service, repairs and maintenance on the NDOT's High Mast Tower Lighting, in accordance with the requirements of the RFP, as listed herein, and as directed by the NDOT, at the hourly and mobilization rates listed below in the contract line item table .

NDOT will pay for repair/replacement materials/parts used in the repair and maintenance of the NDOT's High Mast Tower Lighting, at cost, with proof of purchase. Copies of the receipts must accompany the invoice when submitted to NDOT for payment. All repairs or replacements shall meet or exceed the requirements listed within the RFP and Attachment A of the RFP. All work shall comply with State of Nebraska laws and codes. Work shall be performed under appropriate business practices.

The work of removal and disposal of all non-working components will be considered inclusive as part of the repair and/or replacement work being performed on the contract. Any work performed outside of this contract will not be considered for payment.

All questions regarding contract requirements and specifications shall be directed to the designated District contact person. NDOT contact information shall be provided to the Contractor upon commencement of the contract.

**1. Scheduled Work Projects and Hours**

Requests for general repairs will be made by District personnel during normal working hours of Monday through Friday, 8:00am – 5:00pm CST, excluding weekends and State Holidays. Contractor shall respond to service calls within seventy-two (72) hours of the initial request and are expected to work with district personnel to schedule the inspection of the tower(s), lighting unit(s) and the repairs to be completed.

If more than one (1) location within a single district requires repair at the same time, the NDOT will establish the order in which the repairs are to be made. The Contractor will not be held to the 72-hour limitation at more than one (1) location at a time.

The Contractor shall keep in contact with the designated District personnel and provide status updates of each project(s) to ensure satisfactory progress is being made.

**2. Mobilization**

Mobilization costs shall be calculated based from the District's bid point location to the site location only. Mobilization shall be verified using "Google Maps" closest route. The District's bid point locations are listed below:

- District 1: 302 Superior Street, Lincoln, NE
- District 2: 4425 S. 108th Street, Omaha, NE
- District 3: 500 W. 9th Street, So. Sioux City, NE
- District 4: 211 N. Tilden Street, Grand Island, NE
- District 5: 2320 Illinois Street, Sidney, NE
- District 6: 1321 N. Jeffers, North Platte, NE

**CONTRACT LINE ITEMS** (the contract line items represent the initial two (2) year period of the contract)

*The hours below are estimates; they are not guaranteed and may increase or decrease.*

<b>Line</b>	<b>Location</b>	<b>Description</b>	<b>Qty.</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended Price</b>
1.	District 1	Hourly Rate	4000	Hours	\$132.50	\$530,000.00
2.	District 1	Mobilization	3000	Miles	\$3.00	\$6,000.00
3.	District 2	Hourly Rate	300	Hours	\$146.50	\$46,950.00
4.	District 2	Mobilization	600	Miles	\$3.00	\$1,800.00

5.	District 3	Hourly Rate	80	Hours	\$155.50	\$12,440.00
6.	District 3	Mobilization	1200	Miles	\$3.00	\$3,600.00
7.	District 4	Hourly Rate	390	Hours	\$122.50	\$47,775.00
8.	District 4	Mobilization	750	Miles	\$3.00	\$2,250.00
9.	District 5	Hourly Rate	400	Hours	\$146.50	\$58,600.00
10.	District 5	Mobilization	1000	Miles	\$3.00	\$3,000.00
11.	District 6	Hourly Rate	80	Hours	\$146.40	\$11,712.00
12.	District 6	Mobilization	450	Miles	\$3.00	\$1,350.00

Estimated Contract Value: \$725,477

The parties have executed this contract as of the date of execution by both parties below:

State of Nebraska Dept. of Transportation


By: 

Name: THOMAS A SANDS

Title: OPERATIONS MANAGER

Date: 10-5-2020

Contractor: IES Holdings, Inc.

By: 

Name: GREG A BELGUM

Title: VICE PRESIDENT

Date: OCTOBER 5, 2020

# NEBRASKA DEPARTMENT OF TRANSPORTATION

## SERVICE CONTRACT AWARD

<b>PAGE</b> 1 of 3	<b>CONTRACT NUMBER</b> 92132-O4 / QH2008 Supp 2
<b>CONTRACTOR #/AB #</b> 4695 / 530088	<b>BUYER</b> Brandy Henke
<b>CONTRACTOR NAME AND ADDRESS:</b> IES HOLDINGS, INC 120 South Lincoln Street HOLDREGE, NE 68949	
<b>VENDOR CONTACT INFORMATION</b>	<b>DESCRIPTION OF SERVICE</b>
Name: Joel Wiedeman Phone: 402-371-5181 / 402-750-2719 E-mail: <a href="mailto:joel.wiedeman@iesci.net">joel.wiedeman@iesci.net</a>	On-Call High Mast Tower Lighting Repair & Maintenance Services for Districts 1 - 6

Nebraska Department of Transportation  
Operations Division  
PO Box 94759  
Lincoln, NE 68509-4759

**AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE SERVICES LISTED FOR THE PERIOD:**

**OCTOBER 15, 2023 through OCTOBER 14, 2024**

### **Renewals**

This contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the Contractor and the Nebraska Department of Transportation (NDOT).

### **Extension Period**

The 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) #R100-20.

### **Description of Services**

The Contractor shall provide on-call High Mast Tower Lighting repair and maintenance services, including parts, to the Nebraska Department of Transportation (NDOT) Districts 1, 2, 3, 4, 5, and 6.

### **Incorporation**

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP, response and properly submitted documents);
5. The executed contract; and,
6. 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) the executed contract, 3) the signed Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda. These documents constitute the entirety of the contract. Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of the contract interpretation as established in the State of Nebraska.



## **Scope of Work**

Contractor shall provide all labor, parts, equipment/tools, installation, insurance, materials, and reliable transportation to properly accomplish all service, repairs and maintenance on the NDOT's High Mast Tower Lighting, in accordance with the requirements of the RFP, as listed herein, and as directed by the NDOT, at the hourly and mobilization rates listed below in the contract line item table .

NDOT will pay for repair/replacement materials/parts used in the repair and maintenance of the NDOT's High Mast Tower Lighting, at cost, with proof of purchase. Copies of the receipts must accompany the invoice when submitted to NDOT for payment. All repairs or replacements shall meet or exceed the requirements listed within the RFP and Attachment A of the RFP. All work shall comply with State of Nebraska laws and codes. Work shall be performed under appropriate business practices.

The work of removal and disposal of all non-working components will be considered inclusive as part of the repair and/or replacement work being performed on the contract. Any work performed outside of this contract will not be considered for payment.

All questions regarding contract requirements and specifications shall be directed to the designated District contact person. NDOT contact information shall be provided to the Contractor upon commencement of the contract.

### **1. Scheduled Work Projects and Hours**

Requests for general repairs will be made by District personnel during normal working hours of Monday through Friday, 8:00am – 5:00pm CST, excluding weekends and State Holidays. Contractor shall respond to service calls within seventy-two (72) hours of the initial request and are expected to work with district personnel to schedule the inspection of the tower(s), lighting unit(s) and the repairs to be completed.

If more than one (1) location within a single district requires repair at the same time, the NDOT will establish the order in which the repairs are to be made. The Contractor will not be held to the 72-hour limitation at more than one (1) location at a time.

The Contractor shall keep in contact with the designated District personnel and provide status updates of each project(s) to ensure satisfactory progress is being made.

### **2. Mobilization**

Mobilization costs shall be calculated based from the District's bid point location to the site location only. Mobilization shall be verified using "Google Maps" closest route. The District's bid point locations are listed below:

District 1: 302 Superior Street, Lincoln, NE  
District 2: 4425 S. 108th Street, Omaha, NE  
District 3: 500 W. 9th Street, So. Sioux City, NE  
District 4: 211 N. Tilden Street, Grand Island, NE  
District 5: 2320 Illinois Street, Sidney, NE  
District 6: 1321 N. Jeffers, North Platte, NE

## **CONTRACT LINE ITEMS**

*The hours below are estimates; they are not guaranteed and may increase or decrease.*

<b>Line</b>	<b>Location</b>	<b>Description</b>	<b>Qty.</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>1.</b>	<b>District 1</b>	<b>Hourly Rate</b>	<b>2000</b>	<b>Hours</b>	<b>\$145.70</b>	<b>\$291,500.00</b>
<b>2.</b>	<b>District 1</b>	<b>Mobilization</b>	<b>1500</b>	<b>Miles</b>	<b>\$3.30</b>	<b>\$4,950.00</b>
<b>3.</b>	<b>District 2</b>	<b>Hourly Rate</b>	<b>150</b>	<b>Hours</b>	<b>\$161.15</b>	<b>\$24,172.50</b>
<b>4.</b>	<b>District 2</b>	<b>Mobilization</b>	<b>300</b>	<b>Miles</b>	<b>\$3.30</b>	<b>\$990.00</b>

5.	District 3	Hourly Rate	40	Hours	\$171.05	\$6,842.00
6.	District 3	Mobilization	600	Miles	\$3.30	\$1,980.00
7.	District 4	Hourly Rate	195	Hours	\$134.75	\$26,276.25
8.	District 4	Mobilization	375	Miles	\$3.30	\$1,237.50
9.	District 5	Hourly Rate	200	Hours	\$161.15	\$32,230.00
10.	District 5	Mobilization	500	Miles	\$3.30	\$1,650.00
11.	District 6	Hourly Rate	40	Hours	\$161.04	\$6,441.60
12.	District 6	Mobilization	225	Miles	\$3.30	\$742.50

**Estimated Contract Value: \$399,012.35**

The parties have executed this contract as of the date of execution by both parties below:

State of Nebraska Dept. of Transportation

By:  \_\_\_\_\_

Name: Tom Renninger

Title: Operations Division Manager

Date: October 11, 2023

Contractor: IES Holdings, Inc.

By:  \_\_\_\_\_

Name: WILLIAM L KUNZE

Title: VICE PRESIDENT

Date: OCTOBER 9, 2023

## ADDENDUM ONE

Date: July 14, 2020

To: All Vendors

From: Lana Rockenbach, Buyer  
Nebraska Department of Transportation

RE: Addendum for Request for Proposal (RFP) Number R100-20 On-Call High Mast Lighting Repair and Maintenance to be opened August 6, 2020 at 3:00 p.m..

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Exhibit A – Contractor Prequalification which reads:

**PREQUALIFICATION CLASS OF WORK REQUIREMENT FOR THIS PROJECT**

Only bids from Contractors prequalified for SPECIALTY (Class 8) and GENERAL (Class 10) will be opened and Bidder names read.

Is hereby amended to the following:

**PREQUALIFICATION CLASS OF WORK REQUIREMENT FOR THIS PROJECT**

Only bids from Contractors prequalified for SPECIALTY (Class 8) and/or GENERAL (Class 10) will be opened and Bidder names read.

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

## ADDENDUM TWO

Date: July 21, 2020

To: All Vendors

From: Lana Rockenbach, Buyer  
Nebraska Department of Transportation

RE: Questions and Answers for Request for Proposal Number RFP R100-20, On-call High Master Tower Lighting Repair and Maintenance Services to be opened August 6, 2020 at 3:00 p.m..

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 RFP.

Solicitation Section Reference	RFP Page Number	Question	Answers
		1. Is this for material or just for labor services in regards to the tower lighting?	As stated in Section V.A Project Overview, proposal pricing shall consist of the hourly rate for on-call services, and mobilization.  NDOT will pay for repair/replacement materials/parts used in the repair and maintenance of the NDOT's High Mast Tower Lighting, <u>at cost</u> , with proof of purchase. (See Section V.C.5 Repair Parts/Department Owned Material for further clarification).
		2. We will be bidding the project but I assume we send our proposals to your office at 5001 South 14 <sup>th</sup> .	Items delivered via USPS should use the PO Box. All other forms of delivery shall use the physical address. See Section I.B of the RFP.

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

Questions	Answers
<p>3. Is the item for the hourly rate based on each person on site or is it for an entire crew? Very much like equipment it is going to depend on how many people come on site depending on what needs repaired.</p>	<p>Hourly rate is based on crew hours, not individuals.</p>
<p>4. Under Invoicing it states that the contractor will get paid cost with proof of purchase. Shouldn't the contractor be entitled to at least the standard markup that is allowed on material from the standard specifications just to cover the cost of handling the material?</p>	<p><b>The 2<sup>nd</sup> paragraph under IV.A. SCOPE OF WORK is hereby amended as follows:</b></p> <p>NDOR will pay for repair/replacement material/parts used in the repair and maintenance of Department high mast tower lighting <del>as invoiced/billed by the contractor. at cost with proof of purchase. Copies of the receipts must accompany the invoice when submitted to NDOR for payment.</del></p> <p><b>The 2<sup>nd</sup> paragraph under IV.Q. INVOICING is hereby amended as follows:</b></p> <p>NDOR will pay for repair/replacement material/parts used in the repair and maintenance of Department high mast tower lighting <del>as invoiced/billed by the contractor. at cost with proof of purchase. Copies of the receipts must accompany the invoice when submitted to NDOR for payment.</del></p> <p><b>The requirements as specified under IV.R. DELIVERABLES are hereby amended as follows:</b></p> <p><b>DELIVERABLES (REQUIRED)</b></p> <p>District 1: Hourly Rate (on-call services, installations, labor and maintenance repairs) Mobilization (rate per mile) Itemized List of Materials <del>as invoiced/billed by the contractor. (at cost reimbursement for parts/materials with attached receipts)</del></p> <p>District 3: Hourly Rate (on-call services, installations, labor and maintenance repairs) Mobilization (rate per mile) Itemized List of Materials <del>as invoiced/billed by the contractor. (at cost reimbursement for parts/materials with attached receipts)</del></p> <p>District 4: Hourly Rate (on-call services, installations, labor and maintenance repairs) Mobilization (rate per mile) Itemized List of Materials <del>as invoiced/billed by the contractor. (at cost reimbursement for parts/materials with attached receipts)</del></p> <p>District 5: Hourly Rate (on-call services, installations, labor and maintenance repairs) Mobilization (rate per mile) Itemized List of Materials <del>as invoiced/billed by the contractor. (at cost reimbursement for parts/materials with attached receipts)</del></p> <p>District 6: Hourly Rate (on-call services, installations, labor and maintenance repairs) Mobilization (rate per mile) Itemized List of Materials <del>as invoiced/billed by the contractor. (at cost reimbursement for parts/materials with attached receipts)</del></p> <p><b>Payment for materials/supplies used to repair/maintain high mast towers, is hereby amended as follows:</b></p> <p>For payment of any materials/supplies used to repair/maintain high mast towers and/or NDOR will pay contractor as invoiced by the contractor.</p>

## ADDENDUM THREE

Date: August 3, 2020  
To: All Vendors  
From: Lana Rockenbach, Buyer  
Nebraska Department of Transportation  
RE: Schedule of Events Revision for RFP R100-20 High Mast Lighting

### SCHEDULE OF EVENTS

The schedule below is hereby amended as follows:

ACTIVITY		DATE/TIME
1.	Proposal Opening Location: NE Department of Transportation 5001 S. 14 <sup>th</sup> Street Bldg. #00101 Lincoln, NE 68512	August 6, 2020 August 14, 2020 3:00 PM Central Time
2.	Review for conformance to solicitation requirements	August 6-7, 2020 August 14-17, 2020
3.	Evaluation period	August 10-14, 2020 August 18-21, 2020
4.	Post "Notification of Intent to Award" to Internet at: <a href="https://dot.nebraska.gov/business-center/business-opp/pre-maint/">https://dot.nebraska.gov/business-center/business-opp/pre-maint/</a>	August 17, 2020 August 24, 2020
5.	Contract finalization period	Aug. 17 – Sept. 14, 2020 Aug. 24 – Sept. 25, 2020
6.	Contract award	September 15-16, 2020 September 28-29, 2020
7.	Contractor start date	October 15, 2020

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

## ADDENDUM FOUR

Date: August 5, 2020

To: All Vendors

From: Lana Rockenbach, Buyer  
Nebraska Department of Transportation

RE: Additional Question and Answer and Amended Language for RFP R100-20, On-call High Master Tower Lighting Repair and Maintenance Services to be opened August 14, 2020 at 3:00 p.m..

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 RFP.

Solicitation Section Reference	RFP Page Number	Question	Answers
		1. On this RFP for #R100-20 it states that the contractor will be reimbursed <b>at cost</b> for materials and incidentals required for the work. On the RFP's for this work from previous years this was changed to reflect being able to bill materials and incidentals with a <b>standard mark up</b> .	No changes will be made. The language will remain the same, per Section V.C.5 of the RFP.

Section V.A.2 of the RFP which reads:

Mobilization cost includes the driver/crew and vehicle/equipment used for transporting the basic equipment required to lower tower lighting and repair/replace lamps, luminaires, and ballasts, and shall be bid **per mile one-way for the distance traveled from each district bid point to the tower location only**. NDOT will not pay for any other mileage, i.e. runs for parts/equipment/materials, travel back to office or to other locations after crew leaves the work site upon work completion. The Contractor shall be responsible for expenses such as fuel, travel time, or any other incidental items at no additional cost to NDOT.

Is hereby amended to the following:

Mobilization shall be bid **per mile one-way for the distance traveled from each district bid point to the tower location only**. Mobilization cost includes the driver/crew and vehicle/equipment used for transporting all standard equipment required to lower tower lighting and repair/replace lamps, luminaires, and ballasts. ***Should specialty equipment outside of what is normally used in the repair of high mast tower lighting be needed, the Contractor must contact the District Maintenance Manager with the mobilization price per mile and receive approval prior to obtaining the equipment; additional mobilization for specialty equipment billed without prior approval will not be considered for payment.*** NDOT will not pay for any other mobilization outside of this scope; i.e. runs for parts, additional equipment and/or materials, or travel back to home office or to other locations after the crew leaves the work site upon work completion. The Contractor shall be responsible for all other expenses such as fuel, travel time, or any other incidental items at no additional cost to NDOT.

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

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

**RETURN TO:**  
NE Department of Transportation  
Operations Division  
PO Box 94759  
Lincoln, NE 68509-4759  
(402) 479-4356

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP R100-20	July 2, 2020
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
August 6, 2020 3:00 p.m. Central Time	Lana Rockenbach/Brandy Henke

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Transportation (NDOT) is issuing this Request for Proposal (RFP) Number R100-20 for the purpose of selecting a qualified Contractor to provide On-Call High Mast Tower Lighting Repair and Maintenance 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 two (2) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for three (3) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

In accordance with Nebraska State Statutes 39-1351 & 39-1352, and Title 409 of the Nebraska Rules and Regulations; any person desiring to submit to the department a bid for the performance of this contract shall apply to the Department for prequalification not later than 5 days before the bid opening date of the Request for Proposal.

**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 solicitation, and the successful contractor's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

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

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

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

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.



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## GLOSSARY OF TERMS

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

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

**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 solicitation.

**Best and Final Offer (BAFO):** In a competitive proposal, the final offer submitted which contains the Contractor'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 solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

**Contract 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.

**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 solicitation.

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

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

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

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

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

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

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

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

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

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract, are completed.

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

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

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

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Proposal:** An offer, bid, or quote submitted by a Contractor/vendor in a response to a written solicitation

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

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

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

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

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

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

**Request for 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 Contractor:** A Contractor who has submitted a proposal which conforms to all requirements of the solicitation document.

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

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

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

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

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

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

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

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

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

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

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

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

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

**Vendor Performance Report:** A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

**Vendor:** Inclusive term for any Bidder or Contractor

**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

**CPU** – Central Processing Unit

**DAS** – Department of Administrative Services

**NDOT** – Nebraska Department of Transportation

**NIGP** – National Institute for Governmental Purchasing

**PA** – Participating Addendum

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The solicitation is designed to solicit proposals from a qualified Bidder who will be responsible for providing On-Call High Mast Tower Lighting Repair and Maintenance 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 V.

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

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

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

Name: Lana Rockenbach / Brandy Henke  
 RFP #: R100-20  
 Agency: Nebraska Department of Transportation  
 Operations Division  
 Address: PO Box 94759  
 Lincoln, NE 68509-4759  
 Physical Address: 5001 S. 14<sup>th</sup> Street  
 Lincoln, NE 68512  
 Telephone: 402.479.4356 / 402.479.4328  
 E-Mail: [NDOT.OperationsProcurement@nebraska.gov](mailto:NDOT.OperationsProcurement@nebraska.gov)

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

The following exceptions to these restrictions are permitted:

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

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

**C. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1. Release Solicitation	July 2, 2020
2. Last day to submit written questions	July 15, 2020
3. State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="https://dot.nebraska.gov/business-center/business-opp/pre-maint/">https://dot.nebraska.gov/business-center/business-opp/pre-maint/</a>	July 21, 2020
4. Proposal Opening Location: NE Department of Transportation 5001 S. 14 <sup>th</sup> Street Bldg. #00101 Lincoln, NE 68512	August 6, 2020 3:00 PM Central Time
5. Review for conformance to solicitation requirements	August 6-7, 2020
6. Evaluation period	August 10-14, 2020
7. Post "Notification of Intent to Award" to Internet at: <a href="https://dot.nebraska.gov/business-center/business-opp/pre-maint/">https://dot.nebraska.gov/business-center/business-opp/pre-maint/</a>	August 17, 2020
8. Contract finalization period	Aug. 17 – Sept. 14, 2020
9. Contract award	September 15-16, 2020
10. Contractor start date	October 15, 2020



**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to the Nebraska Department of Transportation and clearly marked "RFP Number R100-20; On-Call High Mast Tower Lighting Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

It is preferred that questions be sent via e-mail to [NDOT.OperationsProcurement@nebraska.gov](mailto:NDOT.OperationsProcurement@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Contractors submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <https://dot.nebraska.gov/business-center/business-opp/pre-maint/> per the Schedule of Events.

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

All Contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Intent to Award will 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 Department of Transportation website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>. This must be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

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

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

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

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

**G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The requirements contained in the solicitation (Sections II thru V) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through V must be clearly defined by the Contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

**H. SUBMISSION OF PROPOSALS**

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

The RFP and cost proposal bid sheet posted on the NDOT website are informational and for viewing only. Bidding Proposal forms including the State issued bid bond, bid envelope and bidding documents to be used for bidding purposes will be provided only to Contractors who are currently prequalified to bid in accordance with the Nebraska Standard Specification for Highway Constructions. The "Request for Bidding Proposal Form" must be completed, signed and submitted with the Nebraska Department of Transportation before 5:00 PM CDT on the day preceding the bid opening. The "Request for Bidding Proposal Forms" are available at: <http://dot.nebraska.gov/business-center/business-opp/pre-maint/>.

It is the Bidder's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the Nebraska Department of Transportation by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

**The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the Bidder's Request for Proposal along with any other requirements as stated in the Request for Proposal document in order for the Contractor's Request for Proposal response to be evaluated.**

It is the responsibility of the Bidder to check the website for all information relevant to this Request for Proposal to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://dot.nebraska.gov/business-center/business-opp/pre-maint/>.

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

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

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

The Cost Proposal should be packaged separately (loose-leaf binders are preferred) on standard 8 1/2" x 11" paper, except that charts, diagrams and the like may be on foldouts which, when folded, fit into the 8 1/2" by 11" format. Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

**I. PROPOSAL GUARANTEE BID BOND**

Bidders shall submit a bid bond with their proposal. The bid bond must be in the amount of five percent (5%) of their total bid price. The bid bond shall be executed on the Department bid bond form by corporations authorized to contract as a surety in the State of Nebraska. A Department bid bond form may be requested from the Department by contacting the Operations Division by e-mail to [NDOT.OperationsProcurement@nebraska.gov](mailto:NDOT.OperationsProcurement@nebraska.gov). Any alterations, conditions or limitations added to the Department's bid bond form will be unacceptable and cause the bid not to be read. The bid bond will be released upon execution of the awarded contract (See Exhibit A: Contractor Prequalification).

**Option 1: The completed bid bond and bid shall be placed in separate sealed envelopes, attached to each other and furnished by the Department.** Any alterations, conditions, or limitations added to the Department's bid bond form will be unacceptable and cause the bid not to be read.

**Option 2: (Annual Bid Bond)** The Department at its discretion may allow a bidder to place an "Annual Bid Bond" on file with the Department. This bond would cover all projects on which the bidder bids on for a 12-month period shown in the bond. The bidder must indicate in the bid submittal to the Department that their "annual bid bond" applies to the submitted bid. If the "annual bid bond" is applicable the bidder shall indicate this in writing on the bid bond envelope. The envelope containing the bid shall be marked by the bidder to indicate its content. The annual bid bond shall be executed on the Department of Transportation' bid bond form, copies of which may be obtained from the Department.

In the event the low bidder fails to comply with any requirement regarding the execution of the contract, the Department shall immediately be entitled to recover the full amount of the bid bond as liquidated damages.

**J. PROPOSAL PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

**K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

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

1. Rejection of a Contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the Contractor 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.

**L. PROPOSAL CORRECTIONS**

A Bidder may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal 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.

**M. LATE PROPOSALS**

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

**N. 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. Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed State Cost Proposal; and
4. Bid Bond, executed on the Department of Transportation bid bond form.

**P. EVALUATION OF PROPOSALS**

All proposals that are responsive to the solicitation will be evaluated based on the following:

1. Cost Proposal

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.** Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible Contractor, 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 Contractor, if all other factors are equal.

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation 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 Contractor from consideration of the preference.

**Q. BEST AND FINAL OFFER**

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

**R. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**S. AWARD**

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

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

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

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

**T. ALTERNATE/EQUIVALENT PROPOSALS**

Bidder may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Bidder must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable, therefore.

**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. EMAIL SUBMISSIONS**

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

**W. 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.

**X. RESIDENT BIDDER**

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

## II. TERMS AND CONDITIONS

Contractor is expected to read the Terms and Conditions. By signing the solicitation, Contractor is agreeing to be legally bound by all the accepted terms and conditions. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this solicitation.

The Contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the Contractor'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

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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

### B. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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

### C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document and is 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 (Statutory)

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

indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

**E. BEGINNING OF WORK**

The Contractor 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.

**F. AMENDMENT**

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

**G. 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 solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

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

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

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

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

**H. VENDOR PERFORMANCE REPORT(S)**

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

**J. BREACH**

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the Contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

**K. 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.

**L. 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.

**M. 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 solicitation.

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

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

**N. ATTORNEY'S FEES**

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

**O. CONTRACT BOND**

The selected Contractor shall be required to furnish within 30 days after the award, a contract bond in the sum equal to the full amount of the contract. The contract bond must be executed on the form furnished by the Department. **Contract bonds must be executed by a corporation authorized to contract surety in the State of Nebraska.** This requirement shall apply to any extensions and/or renewal periods (See Exhibit A: Contractor Prequalification).

**P. 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.

**Q. 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, 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.

**R. FORCE MAJEURE**

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

**S. 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.

**T. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Second or subsequent documented "vendor performance report" form deemed acceptable by the Agency;
  - i. Contractor has or announces it will discontinue support of the deliverable; and,
  - j. In the event funding is no longer available.

**U. CONTRACT CLOSEOUT**

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

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



5. Cooperate with any successor 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 Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

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

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

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

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

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

#### B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**  
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. 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 submitted on the cost proposal form shall remain fixed and valid for the first year of the contract period. After the initial first year contract period, any request for an increase must be submitted in writing to the Nebraska Department of Transportation a minimum of 30 days prior to proposed effective date of increase and must show cause and be accompanied by supporting documentation. Further documentation may be required by the State, to authenticate the increase. Failure to supply any requested supporting documentation may be grounds to cancel the contract.

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

**H. 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.

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

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

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

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

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"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 Administrator, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

**Nebraska Department of Transportation**  
**Operations Division**  
**PO Box 94759**  
**Lincoln, NE 68509-4759**  
**Email: [NDOT.OperationsProcurement@nebraska.gov](mailto:NDOT.OperationsProcurement@nebraska.gov)**

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is

damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable 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.

**J. 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 and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. DRUG POLICY**

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.

**R. 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 Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other

rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

#### **IV. PAYMENT**

##### **A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

##### **B. TAXES (Statutory)**

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

##### **C. INVOICES**

Invoices for payments must be submitted by the Contractor to the District Area Maintenance Superintendent requesting the services with sufficient detail to support payment. NDOT contact information shall be provided upon the commencement of the contract.

All invoices must include the contract number, an itemized list of materials, the hourly rate (number of hours), and mobilization (mileage) charges for the repair. Invoices received that do not indicate a mobilization charge will be paid as invoiced. No future charges or corrections against that invoice or purchase order released will be allowed or paid due to failure of the Contractor to include mobilization charges. Invoices shall be accompanied by a report documenting the completed repair and when appropriate, indicate high mast luminaires as "Luminaire, Type \*\*\*\*" which were used for replacement.

NDOT will pay for repair/replacement of material/parts used in the repair and maintenance of Department high mast tower lighting at cost with proof of purchase. Copies of the receipts must accompany the invoice when submitted to NDOT for payment.

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

##### **D. INSPECTION AND APPROVAL**

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

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

##### **E. PAYMENT (Statutory)**

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

##### **F. LATE PAYMENT (Statutory)**

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

##### **G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

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

##### **H. RIGHT TO AUDIT (First Paragraph is Statutory)**

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

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 Contractor should provide the following information in response to this solicitation.

### A. PROJECT OVERVIEW

The State of Nebraska, Department of Transportation (NDOT) is issuing this Request for Proposal, RFP Number R100-20 for the purpose of selecting a qualified Contractor to provide On-Call High Mast Tower Lighting Repairs and Maintenance Services as specified in this RFP in Districts 1, 2, 3, 4, 5, 6, 7 and 8; each district will be bid individually (See *Exhibit B District Map*). Proposals may be submitted with pricing for all districts or for individual district, as desired.

Proposal pricing shall consist of two components:

1. The hourly rate for providing on-call services, installations, labor and/or maintenance repairs/services as provided by the Contractor to perform and complete the work as specified in this RFP. The hourly rate shall be based on crew hours, not per-man hours. The hourly rate shall not begin until the full crew and any necessary equipment/parts/materials are at the work site and ready to begin work. Hourly rate will cease at the nearest quarter hour when the crew leaves the work site; and
2. Mobilization cost includes the driver/crew and vehicle/equipment used for transporting the basic equipment required to lower tower lighting and repair/replace lamps, luminaires, and ballasts, and shall be bid **per mile one-way for the distance traveled from each district bid point to the tower location only**. NDOT will not pay for any other mileage, i.e. runs for parts/equipment/materials, travel back to office or to other locations after crew leaves the work site upon work completion. The Contractor shall be responsible for expenses such as fuel, travel time, or any other incidental items at no additional cost to NDOT.

### B. PROJECT ENVIRONMENT

Contractor shall perform on-call mobile service on an as-needed basis, as required by each district area. High mast tower lighting fixtures are located in quadrant interchanges off of Interstate 80 in Districts 1, 2, 4, 5, & 6 and non-interstate locations in District 3. No work shall be completed, or repairs be made without prior review, approval, and authorization by District personnel. Any work completed without said authorization will be at the Contractor's expense. Districts 7 and 8 do not currently have high mast lighting; however, they have been included for future purposes.

### C. SCOPE OF WORK

Contractor shall bid an hourly rate for providing on-call services, installations, labor and/or maintenance repairs/services to perform and complete the work as specified in this RFP. The hourly rate shall be based on crew hours, not per-man hours. The hourly rate shall not begin until the full crew and any necessary equipment/parts/materials are at the work site and ready to begin work. Hourly rate will cease at the nearest quarter hour when the crew leaves the work site.

Contractor(s) shall provide all labor, parts, equipment/tools, installation, insurance, materials and reliable transportation to properly accomplish service, repairs and maintenance on NDOT High Mast Tower Lighting as described herein and as directed by the Department of Transportation District personnel. Valid driver's license or the ability to provide independent authorized transportation required.

All repairs or replacements shall meet or exceed the requirements listed within this RFP and Attachment A. **All work shall comply with State of Nebraska laws and codes.** Work shall be performed under appropriate business practices. All questions regarding contract requirements and specifications shall be directed to the designated District contact person. NDOT contact information shall be provided to the Contractor upon commencement of the contract.

The work of removal and disposal of all non-working components will be considered inclusive as part of the repair and/or replacement work being performed on the contract. Any work performed outside of this proposal will not be considered for payment.

#### 1. Scheduled Work Projects and Hours

Requests for general repairs will be made by District personnel during normal working hours of Monday through Friday, 8:00am – 5:00pm CST, excluding weekends and State Holidays. Contractor shall respond to service calls within seventy-two (72) hours of the initial request and are expected to work with district personnel to schedule the inspection of the tower(s), lighting unit(s) and the repairs to be completed.

If more than one (1) location within a single district requires repair at the same time, the NDOT will establish the order in which the repairs are to be made. The Contractor will not be held to the 72-hour limitation at more than one (1) location at a time.

The Contractor shall keep in contact with the designated District personnel and provide status updates of each project(s) to ensure satisfactory progress is being made.

#### 2. Mobilization

Mobilization shall be bid by the mile, and the costs shall be calculated based from the District's bid point location to the site location only. Mobilization shall be verified using "Google Maps" closest route. The District's bid point locations are listed below:

District 1: 302 Superior Street, Lincoln, NE  
District 2: 4425 S. 108<sup>th</sup> Street, Omaha, NE  
District 3: 500 W. 9<sup>th</sup> Street, So. Sioux City, NE

- District 4: 211 N. Tilden Street, Grand Island, NE
- District 5: 2320 Illinois Street, Sidney, NE
- District 6: 1321 N. Jeffers, North Platte, NE
- District 7: 619 Auditorium Drive, McCook, NE 69001
- District 8: 736 East 4<sup>th</sup> Street, Ainsworth, NE

Mobilization cost includes the driver/crew and vehicle/equipment used for transporting the basic equipment required to lower tower lighting and repair/replace lamps, luminaires, and ballasts, and shall be bid **per mile one-way for the distance traveled from each district bid point to the tower location only.** NDOT will not pay for any other mileage, i.e. runs for parts/equipment/materials, travel back to office or to other locations after crew leaves the work site upon work completion. The Contractor shall be responsible for expenses such as fuel, travel time, or any other incidental items at no additional cost to NDOT.

**3. Repair Work Orders**

Requests for repairs will be issued by the District Operations Maintenance Manager (DOMM), Maintenance Superintendents or Maintenance Supervisors within a district. No repairs are to be made until authorized by the District with the form titled "High Mast Tower Lighting Repair Work Order" (See *Exhibit C*).

**4. Work Completion**

Contractor shall complete required repairs within two (2) weeks after the work has begun. If the work is unable to be completed within the designated time frame, the Contractor shall work closely with the District personnel to set a schedule for completion that is reasonable to both parties. No overnight stays will be reimbursed and will be at the Contractor's expense.

**5. Repair Parts/Department Owned Material**

All lighting parts and associated materials furnished for repairs and/or replacement to the high mast tower lighting shall conform to the Nebraska Department of Transportation Standard Specifications (<https://dot.nebraska.gov/media/10343/2017-specbook.pdf>). Parts and materials shall be of proven performance and under standard production by the manufacturer. All materials must be of first quality and be of standard design, complete as regularly advertised and marketed. Materials and parts are to be fully guaranteed and may be returned for credit or replacement (at the State's option) for any reason and for the duration of the contract with no additional charges.

NDOT will pay for repair/replacement materials/parts used in the repair and maintenance of the NDOT's High Mast Tower Lighting, **at cost**, with proof of purchase. Copies of the receipts **must** accompany the invoice when submitted to NDOT for payment; items billed without receipts will not be paid. Department owned material may be used for repairs, when available. In cases where work is completed using material owned by the Department, payment to the Contractor will be based solely on hourly rate and mobilization charges.

**6. Traffic Control**

If traffic control is necessary for work completion, it shall be set up as specified in the Federal Highway Administration Publication titled the "Manual on Uniform Traffic Control Devices" and the Nebraska Department of Transportation's Standard Plans and Specifications. Most repair work will be off the roadway and will not require traffic control; however, the Contractor shall notify the district contact that NDOT assistance is needed in those cases where traffic control is necessary.

**D. HIGH MAST LUMINAIRES**

High mast luminaires to be used as replacements in the maintenance of State of Nebraska High Mast Towers must meet the following three criteria: 1) must consist of an assembly that utilizes light emitting diodes (LEDs) as its light source, 2) must show compliance with NDOT High Mast luminaire requirements by being posted on the Nebraska Qualified Material Vendors list (NQMVL) and 3) must provide photometrics (light intensity and light direction) similar to that of the luminaire(s) it is replacing.

Information regarding the "Nebraska Qualified Material Vendors List" (NQMVL) can be found on the Nebraska Department of Transportation under "Luminaires". When the (NQMVL) appears, click on "select a value". Select "LED High Mast Luminaire", then click on "View Report" at the upper right of the screen.

The LED replacement luminaire manufacturer shall provide the Contractor with a computer generated iso-footcandle plot derived from the proposed LED replacement luminaire being mounted to the tower light ring in the number and at the mounting height as was with the original installation. The replacement luminaires' iso-footcandle plot must show contour line geometrics and contour line foot-candle values within plus or minus ten percent (10%) of those of the iso-footcandle plot that was produced by the luminaires of the original installation. The NDOT Lighting Unit will compare the iso-footcandle plot of the manufacturer's replacement luminaire with the iso-footcandle plot of the original installation to determine the acceptability of the proposed replacement luminaire.

Luminaires with an HML-A-LED40 designation are LED High Mast Luminaires with an asymmetric light pattern having an illumination level comparable to that of a 400-watt HPS High Mast Luminaire. All LED asymmetric High Mast Luminaires shall have a rotatable optic assembly that allows placing the major axis of the luminaire light pattern in line with the centerline of the roadway being illuminated.

Luminaires with an HML-V-LED40 designation are LED High Mast Luminaires with a symmetrical light pattern having an illumination level comparable to that of a 400-watt HPS High Mast Luminaire.

Luminaires with an HML-A-LED100 designation are LED High Mast Luminaires with an asymmetric light pattern having an illumination level comparable to that of a 1000-watt HPS High Mast Luminaire. All LED asymmetric High Mast Luminaires shall have a rotatable optic assembly that allows placing the major axis of the light pattern in line with the centerline of the roadway being illuminated.

Luminaires with an HML-V-LED100 designation are LED High Mast Luminaires with a symmetrical light pattern having an illumination level comparable to that of a 1000-watt HPS High Mast Luminaire.

The Contractor shall work with the NDOT Lighting Unit through the District contact person to ensure that the asymmetric High Mast Luminaires are installed correctly with their major axis of light distribution in line with the centerline of the roadway being illuminated.

All LED High Mast Luminaires shall have an up-light rating of zero (no light above horizontal).

The High Mast Luminaire surge protection device shall be series connected to cause the luminaire to fail to an open circuit.

Transitioning from the older style HPS High Mast Lighting to the newer LED High Mast Lighting will require substituting an equivalent LED High Mast Luminaire for an existing HPS High Mast Luminaire. The Contractor shall confer with the LED luminaire manufacturer's representative or the NDOT Lighting Unit if assistance with such a substitution is needed.

**E. NEW LUMINAIRE LOWERING SYSTEM FOR EXISTING TOWERS**

If repairs or replacement are needed to any tower lowering system, Contractor shall abide by the specifications and special provisions listed in *Attachment A – New Luminaire Lowering System for Existing High Mast Towers*.

**F. ADVERSE WEATHER CONDITIONS**

The Contractor will be expected to proceed with work in inclement weather conditions, as long as the weather does not pose a danger to either the workers or the traveling public.

**G. PERMITS, REGULATIONS & LAWS**

The Contractor shall obtain all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, federal laws, ordinances, rules, orders and regulations.

**H. WARRANTY**

The high mast luminaire manufacturer shall guarantee all luminaires from failure due to defects in material or workmanship for ten (10) full years from date of shipment and shall warrant to repair or replace any luminaires that fail within that time. If manufacturer warranty expires prior to ten (10) years, Contractor shall cover any remaining warranty time frame under the same terms to the NDOT.

**I. PAYMENTS**

Invoices are to be submitted by the Contractor(s) based on the completion and acceptance of related deliverables. NDOT will make payment after receiving and certifying that invoicing is correct and the repairs have been made at the designated location(s). Each District utilizing this contract will be billed directly by the Contractor and will be responsible for its own costs. District billing addresses are the same as listed under mobilization. No invoice will be approved unless the associated deliverables have been approved.

**J. DELIVERABLES**

**District 1:** Hourly Rate (on-call services, installations, labor and maintenance repairs)  
Mobilization (rate per mile, one-way only from bid point to work site location)  
Itemized List of Materials (at cost reimbursement for parts/materials with attached receipts)

**District 2:** Hourly Rate (on-call services, installations, labor and maintenance repairs)  
Mobilization (rate per mile, one-way only from bid point to work site location)  
Itemized List of Materials (at cost reimbursement for parts/materials with attached receipts)

**District 3:** Hourly Rate (on-call services, installations, labor and maintenance repairs)  
Mobilization (rate per mile, one-way only from bid point to work site location)  
Itemized List of Materials (at cost reimbursement for parts/materials with attached receipts)

**District 4:** Hourly Rate (on-call services, installations, labor and maintenance repairs)  
Mobilization (rate per mile, one-way only from bid point to work site location)  
Itemized List of Materials (at cost reimbursement for parts/materials with attached receipts)

**District 5:** Hourly Rate (on-call services, installations, labor and maintenance repairs)  
Mobilization (rate per mile, one-way only from bid point to work site location)  
Itemized List of Materials (at cost reimbursement for parts/materials with attached receipts)

**District 6:** Hourly Rate (on-call services, installations, labor and maintenance repairs)  
Mobilization (rate per mile, one-way only from bid point to work site location)  
Itemized List of Materials (at cost reimbursement for parts/materials with attached receipts)

**District 7:** Hourly Rate (on-call services, installations, labor and maintenance repairs)  
Mobilization (rate per mile, one-way only from bid point to work site location)  
Itemized List of Materials (at cost reimbursement for parts/materials with attached receipts)

**District 8:** Hourly Rate (on-call services, installations, labor and maintenance repairs)  
Mobilization (rate per mile, one-way only from bid point to work site location)  
Itemized List of Materials (at cost reimbursement for parts/materials with attached receipts)

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

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

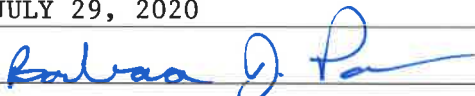
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

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

FIRM:	IES HOLDINGS, INC.
COMPLETE ADDRESS:	120 S. LINCOLN ST. HOLDREGE, NE 68949
TELEPHONE NUMBER:	308-995-4462
FAX NUMBER:	308-995-8771
DATE:	JULY 29, 2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	BARBARA J PARSONS ASSIST SECRETARY

**Form A**  
**Contractor Proposal Point of Contact**  
**Request for Proposal Number R100-20**

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

Preparation of Response Contact Information	
Contractor Name:	IES COMMERCIAL INC.
Contractor Address:	P.O. BOX 27, 120 SO. LINCOLN; HOLDREGE, NE. 68949
Contact Person & Title:	GREG BELGUM OPERATIONS MANAGER
E-mail Address:	GREG.BELGUM@IESCI.NET
Telephone Number (Office):	308-995-4462
Telephone Number (Cellular):	308-991-3830
Fax Number:	308-995-8771

Each Contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Contractor'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	
Contractor Name:	IES COMMERCIAL INC.
Contractor Address:	P.O. BOX 674 3000 OLD HADAK RD. NORFOLK, NE. 68701
Contact Person & Title:	JOEL WIEDEMAN SERVICE MNGR.
E-mail Address:	JOEL.WIEDEMAN@IESCI.NET
Telephone Number (Office):	402-371-5181
Telephone Number (Cellular):	402-750-2119
Fax Number:	402-371-8389

**COST PROPOSAL BID SHEET**  
**Nebraska Department of Transportation**  
**R100-20 On-Call High Mast Tower Lighting Services**

Proposals may be submitted with pricing for all districts or for individual districts, as desired. Proposal pricing shall be the unit price for the hourly rate for on-call services, installations, labor and maintenance repair in accordance with these general provisions and specifications. For the purpose of this contract, the item "Mobilization" shall be paid for by the mile (MI) and bid accordingly.

*\*It shall be clearly understood by all parties that the items and quantities for high mast tower lighting repairs are unknown. Estimates shown on the Cost Proposal Bid Sheet are estimates and are not to be construed as either a minimum or maximum. No bids will be considered that require the purchase of any definite quantities\**

**CONTRACT LINES**

District 1	Est. Qty	Price	Ext. Price
Hourly Rate (Includes on-call services, labor, installations & maintenance repairs)	2000 hrs.	132. <sup>50</sup>	265,000 <sup>-</sup>
Mobilization (Price per mile, one-way only from bid point to work site location)	1500 mi	3 <sup>00</sup> /mi.	4500. <sup>00</sup>

District 2	Est. Qty	Price	Ext. Price
Hourly Rate (Includes on-call services, labor, installations & maintenance repairs)	150 hrs.	146. <sup>50</sup> <del>146.50</del>	\$21,975. <sup>00</sup>
Mobilization (Price per mile, one-way only from bid point to work site location)	300 mi	3 <sup>00</sup> <del>3.00</del>	\$900 <sup>00</sup>

District 3	Est. Qty	Price	Ext. Price
Hourly Rate (Includes on-call services, labor, installations & maintenance repairs)	40 hrs.	155. <sup>50</sup>	6220. <sup>00</sup>
Mobilization (Price per mile, one-way only from bid point to work site location)	600 mi	3 <sup>00</sup> /mi.	1800. <sup>00</sup>

District 4	Est. Qty	Price	Ext. Price
Hourly Rate (Includes on-call services, labor, installations & maintenance repairs)	195 hrs.	122. <sup>50</sup>	23,888. <sup>00</sup>
Mobilization (Price per mile, one-way only from bid point to work site location)	375 mi	3 <sup>00</sup> /mi.	1125. <sup>00</sup>

District 5	Est. Qty	Price	Ext. Price
Hourly Rate (Includes on-call services, labor, installations & maintenance repairs)	200 hrs.	146. <sup>50</sup>	29,300. <sup>00</sup>
Mobilization (Price per mile, one-way only from bid point to work site location)	500 mi	3. <sup>00</sup> /mi.	1500. <sup>00</sup>

District 6	Est. Qty	Price	Ext. Price
Hourly Rate (Includes on-call services, labor, installations & maintenance repairs)	40 hrs.	146.40	5856. <sup>00</sup>
Mobilization (Price per mile, one-way only from bid point to work site location)	225 mi	3. <sup>00</sup>	675. <sup>00</sup>

**ADDITIONAL OPTIONAL LOCATIONS**

District 7	Est. Qty	Price	Ext. Price
Hourly Rate (Includes on-call services, labor, installations & maintenance repairs)	40 hrs.	NA.	—
Mobilization (Price per mile, one-way only from bid point to work site location)	100 mi	NA.	—

District 8	Est. Qty	Price	Ext. Price
Hourly Rate (Includes on-call services, labor, installations & maintenance repairs)	40 hrs.	NA	—
Mobilization (Price per mile, one-way only from bid point to work site location)	1500 mi	NA.	—