



INFORMATION TECHNOLOGY SERVICES

REQUEST FOR PROPOSAL

PROPOSALS DUE

Tuesday, December 17, 2024 @ 4:00 p.m. (local time)
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact Information

City of Grand Island Administration Department
Patrick Brown, Assistant City Administrator/CFO
100 East First St
Grand Island, NE 68801
308-389-0104

Issued: November 15, 2024

ADVERTISEMENT FOR PROPOSALS
INFORMATION TECHNOLOGY SERVICES
FOR
CITY OF GRAND ISLAND

Proposals will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Tuesday, December 17, 2024 at 4:00 p.m. local time for the above Proposal, FOB the City of Grand Island.

Proposals received after the specified time will be returned unopened to sender. Proposals shall include the following on the *outside* of the envelope: “**Information Technology Services**”. All proposals must be signed and dated in order to be accepted. **Three complete copies of the** proposal shall be submitted for evaluation purposes if submitting by mail. Proposal package and any Addendas is also available on-line at <https://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and “Click here for bid document link” through QuestCDN. Submitting through QuestCDN requires one original document of the bid to be uploaded.

Proposals will be evaluated by the Purchaser based on evaluation criteria as mentioned in the RFP. All Proposals shall be valid for at least 90 days after the Proposal deadline for evaluation purposes.

The Purchaser reserves the right to reject any or all proposals, to waive irregularities therein, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

Jill Granere, City Clerk

REQUEST FOR PROPOSALS

The Proposal shall be in accordance with the following and with the attached DETAILED SPECIFICATIONS.

All prices are to be F.O.B. Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.**

Proposals shall include the following on the outside of the mailing envelope: **“Proposal for INFORMATION TECHNOLOGY SERVICES”**. All proposals must be signed and dated to be accepted. Proposals shall be submitted no later than Tuesday, December 17, 2024 at 4:00 pm. All proposals submitted by mail must include **3 copies**. The specification is also available at <https://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the specified opening date and “Click here for bid document link” through QuestCDN. If submitting through QuestCDN, **one** original document of the proposal and supporting materials is required to be uploaded. All proposals shall be submitted for evaluation purposes to the following:

Mailing Address: Jill Granere, City Clerk
City Hall
P.O. Box 1968
Grand Island, NE 68802-1968

Street Address: Jill Granere, City Clerk
City Hall
100 E. First Street
Grand Island, NE 68801

Any Proposal received after the specified date will not be considered. No verbal Proposal will be considered.

Proposals will be evaluated by the Purchaser based on evaluation criteria as mentioned in the RFP.

The successful contractor will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

The invoice for Contractor’s services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of City Council date to allow evaluation and processing time.

The City reserves the right to reject any or all proposals and to select the proposal, which is deemed to be in the City’s best interest, at its sole discretion.

All Proposals shall be valid for at least ninety (90) working days after the Proposal deadline for evaluation purposes.

All Proposals must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Proposal. Any changes that are found made to the original specifications, other than Owner generated Addendums, would result in your bid not being considered. Please contact Patrick Brown at 308-385-5444 extension 104, for questions concerning this specification.

INFORMATION TECHNOLOGY SERVICES

DETAILED SPECIFICATIONS

1. Introduction

The City of Grand Island, Nebraska (hereafter referred to as "the City") invites qualified firms to submit proposals for the provision of Information Technology (IT) services. This RFP seeks a vendor who can provide comprehensive IT support, strategic planning, and implementation services to meet the evolving technology needs of the City and enhance the efficiency, security, and resilience of our IT infrastructure.

Currently, the City has two Information Technology Divisions. One is all City functions and the other has electric and water utilities. Our current staff consists of an IT Manager, GIS Administrator, and three technicians. The City is NOT replacing current staff but would like to explore supplementing their workload. The proposal can be all encompassing as described below or a hybrid model.

2. Objectives of the RFP

The primary objectives of this RFP are to:

1. Secure high-quality, cost-effective IT services for the City's various departments.
2. Enhance the reliability and security of the City's technology infrastructure.
3. Promote technology solutions that increase operational efficiency and improve service delivery to residents.
4. Establish a partnership with an IT services provider for continuous IT improvements and strategic technology planning.

3. Scope of Services

The City requires a full suite of IT services that include, but are not limited to:

1. IT Infrastructure Management:

- Management of all City servers, networks, and other core IT infrastructure.
- Support for remote access, wireless connectivity, and VPN.
- Regular maintenance, monitoring, and performance optimization of IT systems.

2. Help Desk Support:

- Provide a user-friendly help desk for City employees to report IT issues and request support.
- Support should be available during City business hours, with emergency after-hours support as needed for police, fire, and emergency management (911 center).

- Technicians would need to be Nebraska Criminal Justice Information System (NCJIS) certified.

3. Cybersecurity:

- Implement and manage cybersecurity measures, including firewalls, antivirus software, and data encryption.
- Regularly conduct vulnerability assessments, penetration testing, and security audits.
- Develop and implement incident response protocols.

4. Data Backup and Disaster Recovery:

- Ensure reliable data backup systems are in place, with regular testing of backup integrity.
- Develop and maintain a comprehensive disaster recovery plan to ensure business continuity.

5. Software Management and Support:

- Oversee licensing, deployment, and support for City software applications.
- Manage updates, patches, and troubleshooting for core software.

6. Strategic IT Planning and Consulting:

- Advise the City on future IT investments, including hardware, software, and services.
- Develop a 3- to 5-year IT strategic plan, aligning IT goals with City objectives.
- Provide quarterly reports on service metrics and technology recommendations.

7. Cloud Services and Virtualization:

- Assess, implement, and support cloud-based solutions as appropriate for the City.
- Assist in the migration to cloud services where cost-effective and beneficial.

8. Telecommunications and VoIP Management:

- Manage the City's telecommunications infrastructure, including VoIP solutions.
- Monitor performance and manage upgrades as needed.

4. Proposal Requirements

The City requests that each proposal includes the following information:

1. **Executive Summary:** Overview of the proposal and how the vendor's services align with the City's objectives.

2. **Vendor Background:** History of the firm, experience with municipal IT support, and relevant certifications.
3. **Project Team:** Resumes or biographies of key team members who will manage and execute the contract.
4. **Service Methodology:** Outline of the proposed approach to service delivery, including problem resolution processes.
5. **References:** Provide contact information for at least three municipal or similar clients who can speak to the vendor's capabilities.
6. **Cost Proposal:** Detailed breakdown of costs, including one-time setup fees, hourly rates for services, and any retainer fees.
7. **Additional Capabilities:** Information on any additional services, technologies, or methods the vendor may bring to the partnership.

PROPOSAL EVALUATION. The proposals will be evaluated on the following criteria. Each criteria is worth twenty (20) points for a total of 100 points.

1. **Experience and Qualifications:** Relevant experience, especially in public sector IT services.
2. **Technical Approach:** Ability to meet the technical needs of the City effectively and efficiently.
3. **Cost Competitiveness:** Overall cost-effectiveness of the proposal.
4. **Customer Service:** Track record of responsiveness, support quality, and service continuity.
5. **Innovation and Strategic Value:** Added value offered by the vendor, including future-proofing and innovative solutions.

INSURANCE REQUIREMENTS. The bidder shall comply with the attached "Insurance Requirements".

GENERAL INFORMATION. The following instructions outline the procedure for preparing and submitting Proposals. All providers must fulfill all requirements as specified in these documents.

All Proposals must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR PROPOSALS. Each Proposal must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened and delivered in person or addressed and mailed in conformance with the instructions in the Advertisement for Proposals.

FISCAL YEAR. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that

any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

FAIR EMPLOYMENT PRACTICES. Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

LB 403. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

TITLE VI. The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

QUALIFICATIONS AND TERMS. The City will not pay any costs incurred by the firm in preparing or submitting the requested documents. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all submittals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

SECTION 504/ADA NOTICE TO THE PUBLIC. The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Ban on Ex Parte Communications. Please be advised that engaging in communication with any representative or employee of the City about this request except through the manner set forth in this notice may disqualify your response from consideration.

INSTRUCTIONS TO BIDDERS – PROPOSAL

1. GENERAL INFORMATION

The following instructions outline the procedure for preparing and submitting proposals. Bidders must fulfill all requirements as specified in these documents.

2. TYPE OF BID

Bidders shall be required to respond to all requirements as listed in the specifications.

3. PREPARATION/SUBMISSION OF PROPOSAL.

All Proposals must be submitted intact not later than the time prescribed, at the place, and in the manner set forth in the REQUEST FOR PROPOSALS. Proposals must be made on the Company's official letterhead and must be signed and dated to be accepted. Each Proposal must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened and delivered in person or addressed and mailed in conformance with the instructions in the REQUEST FOR PROPOSALS.

Proposal package and any Addenda is also available on-line at <https://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN. Submitting through QuestCDN requires one original document of the bid to be uploaded (no zip files). Any Proposal received after the specified date will not be considered. No verbal Proposal will be considered. E-mailed proposals will not be accepted.

The Bidder shall acknowledge receipt of all addenda. Proposals received without acknowledgement or without the Addendum enclosed will be considered informal.

If exceptions and/or clarifications are noted to the proposal, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Proposal. Any changes that are found made to the original specification, other than Owner generated Addendums, could result in your proposal not being considered.

The City reserves the right to reject any or all proposals and to select the proposal, which is deemed to be in the City's best interest, at its sole discretion.

All Proposals shall be valid for at least 90 working days after the Proposal deadline for evaluation purposes.

4. BASIS OF AWARD

The award will be made by the OWNER on the basis of the Proposal from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER.

All Proposals will be considered on the following basis:

1. **Experience and Qualifications:** Relevant experience, especially in public sector IT services.
2. **Technical Approach:** Ability to meet the technical needs of the City effectively and efficiently.
3. **Cost Competitiveness:** Overall cost-effectiveness of the proposal.
4. **Customer Service:** Track record of responsiveness, support quality, and service continuity.
5. **Innovation and Strategic Value:** Added value offered by the vendor, including future-proofing and innovative solutions.

The OWNER reserves the right to reject all Proposals, or any Proposal not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Proposal.

5. EXECUTION OF CONTRACT

The successful Bidder shall, within 14 days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached, if required, together with the acceptable bonds as required in these Bid Documents. Within 14 days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

6. TIME OF COMPLETION

The time of completion of the Work to be performed under this Contract is the essence of the Contract.

7. GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program require mentor a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

MINIMUM INSURANCE REQUIREMENTS

CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

Sample Contract Agreement

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between _____, hereinafter called the Consultant, and the *City of Grand Island, Nebraska*, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of *Request for Proposals for INFORMATION TECHNOLOGY SERVICES for the City of Grand Island Administration Department*, and WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the qualifications submitted, and has determined that the aforesaid Consultant submitted the best qualifications based on the evaluation criteria listed in the Request For Qualifications, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the *Request for Proposals* with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached *Request for Proposals for INFORMATION TECHNOLOGY SERVICES for the City of Grand Island Administration Department* and in the attached *Request for Proposals* as submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's qualifications;

ARTICLE II. That the City shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of _____ *and xx/100 Dollars* (\$ _____) for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Consultant hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Consultant. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Consultant shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of attached

INFORMATION TECHNOLOGY SERVICES for the City of Grand Island Administration Department.

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its sub-consultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE X. INDEMNIFICATION: Bidder does hereby covenant and agree to indemnify, defend and hold harmless the City of Grand Island, their officers, directors, employees, agents and representatives, from and against all claims, demands, losses, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, demand or judgment for property loss or damage (including loss of use of the Facilities), and/or personal injury, including death, arising out of the Products and Services furnished hereunder by Bidder and Bidder's Personnel except to the extent same is caused by the negligence or reckless conduct of City or its employees or agents.

City is not responsible for any equipment, furnishings, supplies or other property or products owned by Bidder and used or stored at the Facilities, nor is it responsible for damage resulting from power failure, flood, fire, explosion or other similar causes.

The provisions requiring the furnishing of personal injury liability or property damage liability insurance shall not be construed to affect or impair the generality of the forgoing.

The successful Bidder shall represent and warrant in the contract that the components of this RFP to be purchased for the Facilities shall not violate or infringe upon any patent, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. The Bidder shall agree to defend, protect and hold harmless City and its related parties from and against any and all liabilities, actions, losses, awards, damages, costs, claims or expenses including reasonable attorneys' fees incurred by them as a result of any claim that the components of this RFP to be purchased for the Facilities are illegal or infringe upon any third party patent, copyright, trademark, trade secret or other intellectual or proprietary right.

ARTICLE XI. FEDERAL FUNDING CONFLICT OF INTEREST:

(a)

(1) The contractor, subcontractor, employee, or consultant has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest (see FAR subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information—A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules—A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity—A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

VENDOR

By _____ Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Attest: _____
Roger G. Steele, Mayor Jill Granere, City Clerk

The agreement is in due form according to law and is hereby approved.

Kari Fisk, City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION –

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

(1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Sub-consultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
- (b.) cancellation, termination or suspension of the agreement, in whole or in part.

(6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any sub-agreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.