

# State of Nebraska - INVITATION TO BID

## ONE TIME PURCHASE

**Return to:**  
 State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, NE 68509-4847  
 Telephone: 402-471-6500  
 Fax: 402-471-2089

<b>Date</b>	5/29/14	<b>Page</b>	1 of 4
<b>Solicitation Number</b>	4719 OF		
<b>Opening Date and Time</b>	07/02/14	2:00 PM	
<b>Buyer</b>	TERESA FLEMING (AS)		

**DESTINATION OF GOODS**  
**OMAHA CORRECTIONAL CENTER**  
 2323 E AVENUE J  
 OMAHA NE 68110-2766

Per Nebraska's Transparency in Government Procurement Act, 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 AFFADAVIT: 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 ITB.

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.

One Time Purchase to supply and deliver Variable Speed Rotary Screw Air Compressors to the State of Nebraska as per the attached specifications.

A response to this Solicitation is subject to, but not limited to, the Standard Terms and Conditions. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEBSITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE. <<http://www.das.ne.us/materiel/purchasing/purchasing.html>>

Bid Tabulations are available on the internet at <<http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>>

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

<<mailto:as.materielpurchasing@nebraska.gov>>. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted on bids \$25,000 and over.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

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 mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to this Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

**BIDDER MUST COMPLETE THE FOLLOWING**

DISCOUNT PAYMENT TERMS: \_\_\_\_\_ % \_\_\_\_\_ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

**Sign Here** \_\_\_\_\_  
 (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

**VENDOR#** \_\_\_\_\_  
**VENDOR:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Contact** \_\_\_\_\_  
**Telephone** \_\_\_\_\_  
**Facsimile** \_\_\_\_\_  
**Email** \_\_\_\_\_

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**2323 E AVENUE J**  
**OMAHA NE 68110-2766**

debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <[http://das.nebraska.gov/lb403/attestation\\_form.pdf](http://das.nebraska.gov/lb403/attestation_form.pdf)>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Proprietary Information - Data contained in the Invitation to Bid response and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the Invitation to Bid. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of Proprietary Information contained within Nebraska's Public Records Statutes. All Proprietary Information the bidder wishes the state to withhold must be submitted in a sealed package, which is separate from the remainder of the bid response. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Invitation to Bid response as proprietary. Bidders cost may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. 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 serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

Once bids are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response. State Statute §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked "yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. 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
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than

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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 10 business days of notice will disqualify the bidder from consideration of the preference.

(bl 05/28/14)

**A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!**

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<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

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No facsimile or email solicitation responses will be accepted on bids \$25,000 and over.

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	<b>VARIABLE SPEED ROTARY SCREW                      AIR COMPRESSORS 40 HP MIN.</b>  MAKE: _____  MODEL: _____	2.0000	EA	_____	_____
2	<b>INSTALLATION &amp; TRAINING AT OMAHA CORRECTIONAL CENTER</b>	1.0000	EA	_____	_____
3	<b>INSTALLATION &amp; TRAINING AT LINCOLN STATE PENITENTIARY</b>	1.0000	EA	_____	_____
4	<b>OPTION: EXTENDED WARRANTY</b>	1.0000	EA	_____	_____

## STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

**SCOPE-** These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

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

**EXECUTION-** Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

**FACSIMILE DOCUMENTS-** The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

**VALID BID TIME-** Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

**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 bid. 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.

**PAYMENT-** Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

**COLLUSIVE BIDDING-** The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

**LUMP SUM OR ALL OR NONE BIDS-** 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 bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

**SPECIFICATIONS-** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**ALTERNATE/EQUIVALENT BIDS-** Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

**SAMPLES-** When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

**RECYCLING-** Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

**LATE BIDS-** All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

**BID OPENING-** Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

**NO BID-** If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

**AWARD-** All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

**BID TABULATIONS-** Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

**PERFORMANCE AND DEFAULT-** The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**IN-STATE PREFERENCE-** A resident bidder shall be allowed a preference against a nonresident 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.

**NONDISCRIMINATION-** 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

**TAXES-** Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

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

**NE ACCESS TECHNOLOGY STANDARDS-** Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

**STATE OF NEBRASKA  
STATE PURCHASING BUREAU**

**SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1	Release Invitation to Bid	May 29, 2014
2	Last Day to Submit NDCS Security Form <b>required</b> for the non-mandatory on-site walk through	June 12, 2014
3	On-site walk through at: Omaha Correctional Center 2323 E. Ave. "J" Omaha, NE 68111	June 19, 2014 10:00 a.m. Central Time
4	On-site walk through at: Nebraska State Penitentiary 4201 S. 14 Street Lincoln, NE 68502	June 20, 2014 10:00 a.m. Central Time
5	Last Day to Submit Written Questions	June 25, 2014
6	State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	June 27, 2014
7	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	July 2, 2014 2:00 p.m. Central Time

**WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 4719 OF; Variable Speed Rotary Screw Air Compressors". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Teresa Fleming, showing the total number of pages transmitted, and clearly marked "ITB Number 4719 OF; Variable Speed Rotary Screw Air Compressors".

**Written answers will be provided through an addendum to be posted on the internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.**

# Variable Speed Rotary Screw Air Compressors Terms and Conditions 4719 OF

## **SCOPE**

It is the intent of this Invitation to Bid (ITB) to solicit One-Time Purchase competitive bids to procure **Two (2) Variable Speed Rotary Screw Air Compressors** for the manufacturing of furniture per the attached specifications as a one-time purchase.

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Variable Speed Rotary Screw Air Compressors whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs will be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

## **NON-COMPLIANCE STATEMENT**

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).

## **RIGHTS**

The State reserves the right to waive technicalities; reject any or all bids, wholly or in part; and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. The State of Nebraska, Cornhusker State Industries will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

## **SECRETARY OF STATE**

Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

## **AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provision of State Statute Section 81-161, R.R.S 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

## **TAXES**

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

## **AUTHORIZED DEALER AND WARRANTY**

To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State Purchasing Bureau within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.

## **WARRANTY**

Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the contractor. Defective parts or those damaged in shipment must be replaced by the contractor at no charge to the State of Nebraska. The manufacturer's standard warranty shall apply and be in effect for at least one year from the date the equipment was placed in service.

## **SUBSTITUTIONS**

Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.

**DELIVERY**

Deliver Compressor’s to the Project site in Manufacturer’s protective packaging undamaged. The time and date will be coordinated with Facility.

Omaha Correctional Center (door width 10’ x 10’) (one compressor)  
2323 E. Ave. “J”  
Omaha, NE 68111  
Contact: Marcus Noble 402-522-7156

Nebraska State Penitentiary (one compressor)  
4201 S. 14<sup>th</sup> St.  
Lincoln, NE 68502  
Contact: Pat Stull 402-471-3161 Ext. 3262

Delivery Hours: Deliveries are to be made between 8:00 am and 2:30 pm  
Monday through Friday exclusive of State Holidays

**PAYMENT**

Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within 45 days of receipt of service or invoice, whichever is received later. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

**BILLING ADDRESS**

NE Department of Correctional Services  
Accounts Payable  
P.O. Box 94661  
Lincoln, NE 68509-4661  
Or via e-mail to: [dcs.AccountsPayable@nebraska.gov](mailto:dcs.AccountsPayable@nebraska.gov)  
Accounts Payable Contact (402) 479-5701

**REFERENCES**

The State of Nebraska reserves the right to check any reference(s) regardless of source of the reference information, including but not limited to, those that are identified by the company in the bid, those indicated through explicitly specified contracts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects.

List the name, addresses, and the telephone numbers of three companies/businesses that we may contact who are currently using the same equipment being bid for the same application.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

## **DEPARTMENT OF CORRECTIONS SECURITY POLICY**

The vendor and all vendor employees shall abide by security requirements of the Department of Correctional Services necessary for the safety, security, and good order of the facility in the performance of duties. These include, but are not limited to appropriate dress, conduct, and the confidentiality of inmates/personnel encountered during the performance of the Contract.

The Department of Correctional Services may require the successful completion of a background check on all employees at any facility maintained by the Department of Correctional Services.

Vendor and vendor employees shall carry proper identification at all times.

Vendor will inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states, the use and/or possession of tobacco or tobacco-related products are forbidden on departmental owned or controlled property. All such tobacco or tobacco-related products are to remain in the vendor's locked vehicle while on departmental grounds.

### **ON-SITE WALK THROUGH (Non-Mandatory)**

An on-site walk through will be held on the date, time and location shown in the Schedule of Events. Attendance to the walk through is not mandatory, however strongly recommended, in order to submit a proposal. The awarded bidder will be responsible for any install equipment compatibility and the air compressors fitting into the selected area. The bidder (per person) **must** register at least one week in advance of the on-site walk through by filling out the attached NDCS Security Check Form (Attachment A). The NDCS Security Form should be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) and clearly marked "ITB Number XXXX OF; Variable Speed Rotary Screw Air Compressors Walk-Through" on or before the date listed in the Schedule of Events.

# Variable Speed Rotary Screw Air Compressors Specifications 4719 OF

## BIDDER INSTRUCTIONS

***Bidder must respond to each of the following statements.*** Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A “YES” response means the bidder guarantees they can meet this condition. A “NO” response means the bidder cannot meet this condition and will not be considered. “NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the vendor’s alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. QUALITY
			Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State’s option) for any reason and for the duration of the contract with no additional charges for shipping or restocking.
NOTES/COMMENTS: _____ _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRICE
			Price quoted shall be unit price and shall be firm for three (3) months from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.
NOTES/COMMENTS: _____ _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	<b>3. EQUIPMENT</b>
			A. Air compressors shall be a single-stage, oil flooded, air-cooled variable speed rotary screw compressor completely pre-piped and with pre-wired control panel.
			B. Voltage 230 – 460 V, 3 phase
			C. Capacity minimum: 160 CFM @ 102 PSIG
			D. Connection Size minimum: 1” NPT
			E. Horsepower minimum: 40 HP
			F. Compressor manufacture shall be certified under ISO 9001 quality standards
			G. Compressor shall be tested as a complete assembled piped and wired unit
			1. Compressor shall be capable of continuous full-flow operation 24 hr. / day at rated capacity and pressure.
			H. Standard compressor package shall be suitable for use in a 40°F to 104°F ambient temperature range
			I. Casing - air end casing shall be cast iron construction
			J. Bearings - air end rotors shall be supported on both ends by cylindrical roller bearings to carry radial loads. Angular contact ball bearings shall be installed on the discharge end of each rotor to carry thrust loads with minimal friction.
			K. Motor shall have TEFC enclosure.
			L. Motor winding shall be 100% copper (aluminum is not acceptable) and designed for full voltage starting.
			M. Motor insulation shall be Class “F” (class “B” not acceptable)
			N. Motor must meet or exceed Energy Policy Act standards for motor efficacy. Motor efficiency shall be 90% or higher.
			O. Starter(s) shall be integrally mounted and wired in the compressor package, and located in control enclosure.
			P. Control cabinet shall have NEMA 12 protection.
			Q. Electrical components shall be UL listed and/or CSA approved and labeled as required.
			R. Electrical schematic diagram shall be included in the service manual for ease of reference.
			S. Control system shall meet or exceed NEMA 12 standards for environmental protection.
			T. The controller shall monitor direction of rotation, discharge pressure, emergency stop button, air end discharge temperature, motor overload relay and refrigeration dryer.
			U. Compressor shall shut down in the event of motor overload, high air end temperature, incorrect rotation, or loss of drive.
			V. Compressor shall have steel frame assembly and be completely enclosed.
			1. All models shall include hinged doors and/or removable access panels for easy access to the compressor for maintenance.
			2. All models shall incorporate safety interlock switch on front access panel for protection of operators and maintenance personnel.
			W. Enclosure shall be heavily sound insulated and compressor shall have a maximum full load noise level of 70 dB(A) at three (3) feet. in accordance with CAGI/Pneurop test code.
			1. All sound dampening material shall be oil repelling and cleanable.
			X. Air end and motor shall be mounted on a steel frame isolated from compressor frame with rubber vibration isolators.

			Y. Compressor frame shall be isolated from floor by rubber vibration pads. 1. No special foundation shall be required.
			Z. All access panels/doors shall have slotted key locks or handles. 1. Door key shall be provided.
			AA. Ambient cooling air shall enter enclosure after passing through a filter mat.
			BB. Compressor shall be fitted with an air inlet filter rated at 5 microns.
			CC. Cabinet panels shall have a "powder coat" type paint finish which shall be durable and scratch-resistant.
			DD. All access panels/doors shall have gaskets to minimize dust or dirt entering the compressor enclosure.
			EE. All major air and oil pipes should be made of steel and feature flexible connections, with O-ring seals, to reduce the likelihood of cracks and leaks.
			FF. Compressor shall have differential pressure fluid circulation systems.
			GG. Compressor shall be factory-filled with break-in lubricant. 1. Bid price to include change of original factory break-in oil with full synthetic oil, after manufacturer's initial break-in period, by a factory trained service technician.
			HH. Fluid filter shall be spin-on type capable of removing particles down to 10 microns or less.
			II. Compressor fluid cooler should have thermostatic control valve to maintain optimum operating temperature.
			JJ. Compressor shall have an ASME separator tank/sump with integral fluid separator element and minimum 217 psig rated working pressure. Separation system shall include three (3) stages – mechanical separation and two-stage coalescing filter, or system of equal efficiency.
			KK. Fluid coolers and after coolers shall be easily accessible for ease of maintenance. Air-cooled after cooler and fluid cooler shall be integrally mounted to the compressor enclosure.
			LL. Fluid cooler shall include drain plugs to ensure complete fluid removal without costly flushing.
			MM. Variable speed drive compressed air output shall be efficiently adjusted during fluctuating demand requirements to maintain system pressure to within $\pm 2$ psig by reducing or increasing air end speed. 1. Compressor shall start and automatically load if system demands it. 2. Compressor shall have adjustable time delay to shut down the compressor after running unloaded for a determined period of time.  Please state time delay: _____ minutes
			NN. Compressor drive shall have "soft start" starter system for unlimited motor starts. 1. Shall be capable of unlimited motor starts.
			OO. Compressor drive shall have programmable and selectable auto re-start after loss of power.
			PP. Compressor drive shall utilize shield motor and control signal cables and shall be protected from Electromagnetic Interference for durability in industrial environments.
			QQ. Compressor drive motor shall require no regular maintenance other than greasing of motor bearings
			RR. Drive programming panel shall be password-protected for security.
			SS. Each compressor shall be run and tested for leaks, pressure, temperature, rotation, and full load amp draw.
			TT. Belt Drive: Automatic belt tensioner

			UU. Compressor must have the ability to connect to and be compatible with the existing air dryers and receiver tanks.
			VV. Horizontal tank

NOTES/COMMENTS: \_\_\_\_\_

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YES	NO	NO & PROVIDE ALTERNATIVE	4. WARRANTY/SERVICE
			A. Manufacturer's usual warranty shall apply, and shall be in effect for a minimum of one (1) year from the date the equipment is placed in service.
			B. Vendor shall be responsible for all repairs to include parts and labor usual warranty period.
			C. It shall be the responsibility of the manufacturer and/or the awarded bidder to warrant to the State of Nebraska, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay. Please list location of facility:  Name: _____  Address: _____  City, State: _____  Phone Number: _____
			D. Routine maintenance, including parts needed, and service schedules should be provided if available
			E. Awarded bidder will respond to all service calls with a phone call within eight (8) hours of receiving call.
			F. If on-site service is required, a factory trained and certified service technician will begin service work within seventy-two (72) hours of diagnosis of problem.
			G. Critical part(s) delivery shall be within forty-eight (48) hours of call and/or order placement.
YES	NO	NO & PROVIDE ALTERNATIVE	OPTION: EXTENDED WARRANTY
			A. Bidder should supply all extended warranty information with proposal if bidding.

NOTES/COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

YES	NO	NO & PROVIDE ALTERNATIVE	<b>5. INSTALLATION AND TRAINING</b>
			A. Installation and set-up at both facilities.
			B. A one (1) time on-site training session at each of the facilities shall be provided by the awarded bidder.
			C. Training should include operations and preventative maintenance.
			D. Training will be at the expense of the awarded bidder, to include travel, lodging and other expenses.
NOTES/COMMENTS: _____			
_____			
_____			

YES	NO	NO & PROVIDE ALTERNATIVE	<b>6. MANUALS</b>
			A. Operators and parts break down manuals must accompany each unit delivered.
			B. Manufacturers suggested preventative maintenance/service manual for all equipment installed.
NOTES/COMMENTS: _____			
_____			
_____			

YES	NO	NO & PROVIDE ALTERNATIVE	<b>7. SECRETARY OF STATE REGISTRATION REQUIREMENTS</b> *Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS: _____ _____ _____			

## Nebraska Department of Correctional Services (NDCS) Personal Information for Security Check

The NDCS conducts a security check on individuals requesting to enter a correctional facility. This includes the following persons: employment (including temporary), volunteers, internships, and contractors. NOTE: Contractor security checks are processed by Central Office. A conviction does not automatically bar an individual from entering a facility or from employment. Each case will be considered individually. The information below is required. **PLEASE PRINT CLEARLY.**

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 PRINT NAME (Last, First, Middle Initial)      Date of Birth (Month/Day/Year)      Social Security Number

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Other Names Used      Driver's License Number / State      Expiration Date

\_\_\_\_\_ ' \_\_\_\_\_ " \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 Place of Birth (City, State)      Sex      Race      Height      Weight      Eyes      Hair

Reason for Entering Facility: volunteer, internship, contractor, employment (list position title) \_\_\_\_\_

List all previous states of residence: \_\_\_\_\_

Have you ever resided outside of the United States?  Yes  No If yes, list location (City, Country): \_\_\_\_\_

\_\_\_\_\_

Please provide current address and phone number: \_\_\_\_\_

\_\_\_\_\_ Phone Number

\_\_\_\_\_

Street Address      City      State      Zip

**CRIMINAL HISTORY:** A criminal record in itself does not necessarily make you ineligible for employment or entry into a facility. However, omitting or falsifying information can be reason for disqualification or termination once employed. List all charges, regardless of when they occurred, to include any misdemeanors, traffic offenses, juvenile offenses and expunged or dismissed records.

Have you ever been arrested, charged or convicted of a felony offense?  Yes  No

Have you ever been arrested, charged or convicted of a misdemeanor offense?  Yes  No

Have you ever been arrested, charged or convicted of any offense related to alcohol or drugs?  Yes  No

Are there currently any charges pending against you for any criminal offense?  Yes  No

Are you currently on probation or parole for any offense?  Yes  No

Are you the subject of a protection order?  Yes  No

Have you ever been convicted of a crime involving the use or attempted use of force or a weapon against a current or former spouse, child, person for whom you were or are a guardian, person with whom you share a child, live-in girlfriend or boyfriend, or a person similarly situated to a spouse, child or person for whom you were or are the guardian?  Yes  No If yes, explain relationship \_\_\_\_\_

If you answered "Yes" to any of the above, please explain your answer(s) in the space below (use other side if necessary):

Date (Month/Year)	Offense	Action Taken	Law Enforcement Authority or Court (City & County)	State (Country if outside the US)

\_\_\_\_\_ Signature      \_\_\_\_\_ Date

OFFICE USE ONLY	
Person/Facility Requesting Security Information: _____ Date Submitted: _____ Requested Due Date: _____ NCIC/NCIS Processed By: _____	NCIC Reviewed By: _____ Position Number _____ Hiring Manager _____
<b>Project:</b> <b>Project #:</b>	<b>Project Location:</b> <b>Contractor:</b>