

# State of Nebraska - INVITATION TO BID CONTRACT

**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>	11/5/14	<b>Page</b>	1 of 4
<b>Solicitation Number</b>	4849 OF		
<b>Opening Date and Time</b>	12/10/14	2:00 pm	
<b>Buyer</b>	TERESA FLEMING (AS)/CHRISTIE KELLY(AS)		

**DESTINATION OF GOODS**  
**CORRECTIONS - LINCOLN CORREC CTR**  
**3216 W VAN DORN ST**  
**LINCOLN NE 68542**

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.

Contract to supply and deliver Chemicals and Service for the Chiller System for the purpose of treating, inspecting, testing, and servicing the water system cooling tower and closed loop system at the Lincoln Correctional Center to the State of Nebraska as per the attached specifications for a two (2) year period from date of award. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

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 the 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 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.

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** \_\_\_\_\_

Enter Contact Information Below

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

**VENDOR#** \_\_\_\_\_

**Contact** \_\_\_\_\_

**VENDOR:** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Facsimile** \_\_\_\_\_

**Email** \_\_\_\_\_

# State of Nebraska - INVITATION TO BID CONTRACT

**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>	11/5/14	<b>Page</b>	2 of 4
<b>Solicitation Number</b>	4849 OF		
<b>Opening Date and Time</b>	12/10/14	2:00 pm	
<b>Buyer</b>	TERESA FLEMING (AS)/CHRISTIE KELLY(AS)		

**DESTINATION OF GOODS**  
**CORRECTIONS - LINCOLN CORREC CTR**  
**3216 W VAN DORN ST**  
**LINCOLN NE 68542**

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.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor' s bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor' s bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Invitations to Bid 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 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.

# State of Nebraska - INVITATION TO BID CONTRACT

**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>	11/5/14	<b>Page</b>	3 of 4
<b>Solicitation Number</b>	4849 OF		
<b>Opening Date and Time</b>	12/10/14	2:00 pm	
<b>Buyer</b>	TERESA FLEMING (AS)CHRISTIE KELLY(AS)		

**DESTINATION OF GOODS**  
 CORRECTIONS - LINCOLN CORREC CTR  
 3216 W VAN DORN ST  
 LINCOLN NE 68542

(11/05/14 ld)

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

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE 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.state.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 [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@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.

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CHILLER SYSTEM MAINTENANCE	24.0000	MO	_____	_____
2	HOURLY NON CONTRACT WORK	4.0000	HR	_____	_____
3	HRLY OVERTIME/EMERGENCY NON CONTRACT WORK	4.0000	HR	_____	_____
4	SULFURIC ACID	5,600.0000	LB	_____	_____
5	OXIDIZING BIOCID	60.0000	GL	_____	_____
6	NON OXIDIZING BIOCID	60.0000	GL	_____	_____
7	TOWER INHIBITOR LCC	440.0000	GL	_____	_____
8	NON NITRATE CLOSED LOOP	110.0000	GL	_____	_____
9	NON CORE ITEMS	% _____	OFF		

## 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.

**GRIEVANCE AND PROTEST-** Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

**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	November 5, 2014
2	<b>Mandatory</b> Pre-Proposal Conference Location: Lincoln Correctional Center 3216 West Van Dorn Lincoln, NE 68522 A facility walk-through will follow.	November 20, 2014 10:00 a.m. Central Time
3	Last Day to Submit Written Questions	November 25, 2014
4	State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	December 1, 2014
5	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	December 10, 2014 2:00 p.m. Central Time
6	Contractor Start Date	February 2, 2015

**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 4849 OF; Chemicals and Service for Chiller System". 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 4849 OF; Chemicals and Service for Chiller System".

**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.**

## STATE OF NEBRASKA: Commodity Contract

# Chemicals and Service for Chiller System Terms and Conditions 4849 OF

### SCOPE

It is the intent of this Invitation to Bid (ITB) to establish a contract to supply Chemicals and Service for the Chiller System for the purpose of treating, inspecting, testing, and servicing the water system cooling tower and closed loop system at the Lincoln Correctional Center per the attached specifications from date of award for a period of two (2) years with the option to renew for three (3) additional one (1) year periods when mutually agreeable to the Contractor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the Contractor and the State of Nebraska.

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 Chemicals and Service for the Chiller System at the Lincoln Correctional Center whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may 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.

### MANDATORY PRE-PROPOSAL CONFERENCE AND WALK THROUGH

A pre-proposal conference will be held on the date, time and location shown in the Schedule of Events. Attendance at the pre-proposal conference is **mandatory** in order to submit a bid. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Invitation to Bid requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders attending the pre-proposal meeting may submit further questions in writing for which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of conference attendees will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

Bidder should take water samples to assist in preparation of their bid response. Bidder must supply their own containers for water samples.

## **SPECIAL CONDITIONS**

The services herein required shall be performed by a competent, fully trained field representative and qualified by experience to test, analyze and solve problems on the spot. The Contractor shall have available laboratory facilities of sufficient capacity to perform any required tests and staff to analyze the problem and formulate the solution.

It is a requirement of this Invitation to Bid and resulting contract that the successful bidder supply to the Lincoln Correctional Center all chemical treatment(s) and monitoring equipment required throughout the term of this contract. This requirement covers but is not limited to the replacement of existing equipment currently in use by the Lincoln Correctional Center, as well as any device that may fail during the contract period in addition to any new equipment deemed necessary by the Contractor. The Contractor shall be fully responsible for the purchase and maintenance cost of equipment.

If any additional equipment is required during the term of the contract, the cost and maintenance of additional equipment will be the responsibility of the successful bidder. Upon completion or termination of the contract between the Lincoln Correctional Center and the Contractor, all equipment is to be removed by Contractor.

## **CORE and NON-CORE ITEMS**

The State of Nebraska intends to enter into a contract for Chemicals and Service for the Chiller System at the Lincoln Correctional Center. The contract will be for items of common use products identified in the Invitation to Bid (referred to as the Core Items) and additional items identified as a Non-Core Items. Non-Core Items shall be represented by a catalog or current manufacturer price list(s) which are available but not listed in the Invitation to Bid.

The Core Items in the Invitation to Bid contain the most repetitively purchased Chemicals and Service for the Chiller System and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core Items shall be subject to a greater discount than the Non-Core Items. The State will not accept substitutions on the products listed on the Core Items.

The Core Items identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Items based on usage.

Non-Core Items are defined as those additional items available from the vendor not listed as part of the Core Items. Prices for Non-Core Items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s).

**All items not included on the Core Items shall be considered Non-Core Items.**

## **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 Contractor's competitive position. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. The State of Nebraska 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.

## **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 the bidder 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 emailed 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).

## **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 Contractor 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.

## **AMENDMENT**

This Contract may be amended at any time in writing upon the agreement of both parties.

## **REVISIONS**

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

## **ASSIGNMENT OF CONTRACT**

The Contractor will not assign, transfer or sub-contract any portion of this contract without the prior written consent of the State of Nebraska.

## **TERMINATION**

The contract may be terminated at any time upon the mutual consent of the parties, or by the State of Nebraska, with or without cause and/or consent upon thirty (30) days written notice.

**BREACH OF CONTRACT**

If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. The State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

**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.

**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**

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

**ESTIMATED USAGE**

Estimated usage figures provided are a two year estimate and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Contractor shall not impose minimum order requirements.

**ORDERS**

Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice.

**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. Invoices are to be sent to the "Invoice to" address on the purchase order. Contractor will invoice Nebraska Department of Correctional Services for services performed.

<u>Invoice Date</u>	<u>Deliverable(s)</u>
Monthly	Commodities and Services Performed

Invoices for payments must be submitted by the Contractor to Nebraska Department of Correctional Services, Accounts Payable, PO Box 94661, Lincoln NE 68509-4661 with sufficient detail to support payment.

## **DELIVERY**

Deliveries are to be made to the Lincoln Correctional Center, 3216 West Van Dorn, Lincoln, NE 68522. Receiving hours are between 7:00 AM to 11:30 AM and from 12:00 PM to 2:30 PM, Monday through Friday (excluding State holidays and/or as otherwise directed).

Contractor's service technician shall enter the Lincoln Correctional Center via the front entrance if a vehicle is not required for the service. Upon entrance, the service technician shall report directly to the front desk to check in with the security staff. Service technician shall sign in to the visitor sign in log. Security staff shall verify the identity of the service technician, perform a search of the technician and his tools, tool box and equipment then issue an Identification ID for use while in the Facility. The service technician shall be escorted to the area of work by security or maintenance staff and they will stay with the service technician until escorted out of the Facility when work is completed. The service technician, tools and equipment shall be searched before exiting the Facility. The identification issued upon entrance shall be remitted to the Facility staff and service technician shall sign out of the visitor log.

Contractor's service technician entering the Facility with a vehicle shall drive to the vehicle sally port entrance and check in with security staff then wait for processing into the Facility. Service technician shall sign in to the visitor log. Security staff shall verify the identity of the service technician, perform a search of the technician, vehicle and his tools, tool box and equipment then issue an Identification ID for use while in the Facility. The service technician shall be escorted to the area of work by security or maintenance staff and they will stay with the service technician until escorted out of the Facility when work is completed. Service technician, tools, equipment and vehicle shall be searched before exiting the Facility. The identification issued upon entrance shall be remitted to the Facility staff and service technician shall sign out of the visitor log.

At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the goods actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

## **SERVICE AND TESTING REQUIREMENTS**

The Bidder's representative shall instruct the Facility Maintenance Manager or designee regarding the feed and testing procedures of all products. At each visit, the Bidder's representative will take water samples for analysis and make recommendations for proper use. Within 24 hours after each visit, the representative shall submit a written report revealing the condition of the system and include any recommendations for change in feed or equipment.

Contractor will schedule inspections and service in advance with the Facility Maintenance Manager (or designee).

Lincoln Correctional Center, NDCS  
Attn: Andrew Mook  
3216 West Van Dorn  
Lincoln, NE 68522  
(402) 471-2861

Inspections and services will be provided during normal business hours, 7:30 AM to 4:00 PM, Monday through Friday, or as arranged with the Facility Maintenance Manager or designee. No weekends or holiday work will be scheduled.

Contractor will, in addition to treatment and analytical service, furnish emergency service, billable as stated in hourly rates on the Invitation to Bid, upon request of the Facility. Emergency service shall be billed separately at the labor costs established for regular and/or overtime service. Emergency service may be requested as necessary; response time shall be under four (4) hours.

The time and locations of all serviced areas will be documented and the Contractor will leave a copy of the work order on-site at the Facility. A copy of this work order, signed by Facility Maintenance Manager or designee, will be submitted with the invoice.

## **REPORTING**

Reports and recommendations by the Contractor are intended to assist the Facility in reducing possibility of loss to property by indicating hazards and/or lack of protection shown by inspections and service and require prompt consideration to prevent any such loss to property. Reports and recommendations are not intended to imply that all other hazard and/or lack of protection are under control at the time of inspection.

## **CONTRACTOR PERSONNEL**

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Contractor shall make his/her employees aware of the provisions 28-322.01 of the State of Nebraska Revised Statutes that states it shall be a Felony for individuals working for or under contract to the Department of Correctional Services to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship.

Contractor's personnel shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them at all time while on facility grounds.

Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.

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

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

## **INSURANCE REQUIREMENTS**

The contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). The contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required of the

subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the contractor hereunder.

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.

**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 contractor's 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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**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. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

**a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**b. COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

- c. **COMMERCIAL AUTOMOBILE LIABILITY**  
Bodily Injury/Property Damage \$1,000,000 combined single limit
- d. **UMBRELLA/EXCESS LIABILITY**  
Over Primary Insurance \$1,000,000 per occurrence
- e. **SUBROGRATION WAIVER**  
“Waiver of Subrogation on the Worker’s Compensation in favor of the State of Nebraska.”
- f. **LIABILITY WAIVER**  
“The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability.”

**4. EVIDENCE OF COVERAGE**

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

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.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**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. \_\_\_\_\_

**CUSTOMER SERVICE**

The bidder shall list the name and phone number of the customer service and field representative who will be assigned to service the State of Nebraska’s account:

Customer Service Representative: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Customer Service Representative: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

# Chemicals and Service for Chiller System Specifications and Bidder Instructions 4849 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 bidder’s alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. QUALITY
			<p><b>A.</b> 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 during the initial warranty period with no additional charges for shipping or restocking.</p>
<p><b>NOTES/COMMENTS:</b> _____</p> <p>_____</p> <p>_____</p> <p>_____</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRICE
			<p><b>A.</b> CORE ITEM PURCHASES. Core Items quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the Lincoln Correctional Center. Core Items pricing are to remain firm for one (1) year beginning from the date of the contract(s) award. Any request for increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply</p>

			any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. NO price increases are to be billed to any State Agencies without <b>prior</b> written approval by the State Purchasing Bureau.
			1. CORE ITEMS PRICING. Any quantities stated are an estimated two year quantity and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions.

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

			<b>B. NON-CORE ITEM PURCHASES.</b> Non-Core Items quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Percentage discount of the manufacturer's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the Contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau.
			1. NON-CORE ITEMS PRICING. Prices for Non-Core Items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.
			2. The pricing structure, consisting of all pricing formulas and pertinent information, for all Non-Core Items must be clearly defined and documented for future auditing purposes.
			3. The percentage discount rate for Non-Core Items will not decrease during the life of the contract.
			4. A firm percentage rate must be quoted. A range of percentages will not be considered.

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

YES	NO	NO & PROVIDE ALTERNATIVE	3. CHEMICALS
			<b>A.</b> Contractor shall furnish, deliver and disperse stable liquid or solid chemicals or chemical blend ingredients to prevent scale, corrosion, deposits and maintain pH balance in the water treatment system.
			1. Blends may contain other components such as hydro tropes, stabilizers, etc. for enhancing the shelf life of the blended products.
			<b>B.</b> Contractor shall provide chemicals in quantities capable of treating the entire chiller system.
			1. Sulfuric Acid
			2. Oxidizing Biocide
			3. Non-Oxidizing Biocide
			4. Tower Inhibitor
			5. Non-Nitrate Closed Loop Treatment
			<b>C.</b> Contractor shall provide Material Safety Data Sheets for all chemicals delivered.
			<b>D.</b> Chemicals are F.D.A. approved.
<b>NOTES/COMMENTS:</b> _____ _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	4. EQUIPMENT
			<b>A.</b> System and equipment supplied to be compatible with Lincoln Correctional Center current pumps and computer system listed below.
			1. Two (2) Walling Wizard control boxes made by Aquatrac Instruments Inc. There are no part numbers listed on the controllers.
			2. Six (6) Pulsafeeder Pulsatron electric metering pumps. Series: E-Plus Model#: LPB4SA-KT4-XXX
			3. Two (2) Pulsafeeder Precision II electronic metering pumps. Series: 13000 XV Model#: VPE4SA-VV3-500
			<b>B.</b> Contractor shall provide a state of the art Programmable Logic Controller (PLC) that will combine both systems into one controller to regulate chemicals for the system.
			1. The PLC shall have online, Ethernet and energy management system capabilities.
			2. The PLC will include all necessary flow switches, conductivity and pH probes.
			3. The PLC shall have data logging capabilities that will provide information indicating trends and chemical usage.
			4. The PLC shall require no proprietary software.
			5. The PLC shall operate with the facilities' current pump and computer.
			6. The PLC shall have a color touchscreen.

			<b>C.</b> Chemical controller shall be capable of fluorescent type non-toxic tracing via controller or handheld device.
			<b>D.</b> Controller and technology are non-proprietary.
			<b>E.</b> Contractor shall supply all equipment for induction of chemicals into chiller system to include but not be limited to tanks, piping, electrical and computer wiring, electrical and computer connections, valves, flow switches, conductivity and pH probes, testing supplies and log book.
			<b>F.</b> Contractor shall provide all equipment necessary to operate the current pump for the purposes of chemical induction into the chiller system.
			<b>G.</b> Contractor is responsible for all equipment/software upgrades when they become available at no additional cost to Lincoln Correctional Center.

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

YES	NO	NO & PROVIDE ALTERNATIVE	5. SERVICE
			<b>A.</b> Contractor must provide monthly service to the Lincoln Correctional Center for on-site testing.
			<b>B.</b> Monthly visits shall consist of testing chemistry and comparing results to agency's daily/weekly test results.
			<b>C.</b> Contractor will provide a written report within 24 hours of visit that includes recommendations for necessary changes
			<b>D.</b> Contractor will be responsible for the supervision and oversight of the injection, regulating and monitoring of all chemicals dispersed in the system.
			<b>E.</b> Chemicals will be dispersed by equipment supplied by the Contractor.
			<b>F.</b> Contractor will supply maintenance and programming support for PLC Tower Controller and components.
			<b>G.</b> Contractor will obtain and be solely responsible for any necessary Certification requirements. Copies of Certification's will be provided to the NE Department of Corrections upon request.
			<b>H.</b> Service will meet or exceed all Federal, State, local and AHRI/ANSI/ASHRAE standards.
			<b>I.</b> Contractor will schedule inspections and service in advance with the Facility Maintenance Manager or designee.
			<b>J.</b> Departmental articles broken or damaged during inspections or service shall be repaired or replaced at the Contractor's expense. This includes items of a personal nature, as well as state-owned property such as furniture, walls, office equipment, etc.

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

YES	NO	NO & PROVIDE ALTERNATIVE	6. TESTING
			<b>A.</b> Contractor will provide laboratory analysis that meets or exceeds AHRI/ANSI/ASHRAE standards.
			<b>B.</b> Contractor shall provide laboratory analyses of water samples, and scale samples, as required to insure that the objectives of the water treatment program are achieved.
			<b>C.</b> The Contractor will have access to a laboratory which has the capability of providing analyses of all elements and compounds associated with chiller systems
			<b>D.</b> Contractor will provide credentials and/or accreditation for the testing laboratory upon request.
			<b>E.</b> Contractor will take readings of various chemical concentrations and provide on-the-spot testing of samples, during the regular monthly service call.
			<b>F.</b> Test alarms according to procedures suggested by manufacturer.
			<b>G.</b> Test the detection and/or actuating system and accessory equipment per manufacturer's instructions.
			<b>H.</b> Complete elemental water analysis – monthly
			<b>I.</b> Microbiological analysis of tower and chilled water as needed.
			<b>J.</b> Tower water and chilled water deposit analysis as needed.
			<b>K.</b> Corrosion Coupon Analysis
			1. Contractor must provide coupons that meet owner's material specification as needed.
			<b>L.</b> Metallographic analysis for specific problems as needed.
			<b>M.</b> Boroscope inspection for specific problems as needed.
			<b>N.</b> Contractor will meet the following performance standards:
			1. Hardness < 1 ppm
			2. pH 8.4 – 8.8
			3. Total Iron < 1 ppm
			4. Corrosion rates < 2mils/year
			5. Microbiological growth <10,000 cl/ml
<b>NOTES/COMMENTS:</b> _____ _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	7. PARTS
			A. Contractor shall maintain and be responsible for all equipment placed by the Contractor for the chiller system at the Lincoln Correctional Center.
			B. All purchase and replacement parts for the water treatment system, except the Facility's pump(s) and computer system will be the responsibility of the Contractor.
NOTES/COMMENTS: _____			
_____			
_____			

YES	NO	NO & PROVIDE ALTERNATIVE	8. REPORTING
			A. Contractor will document the time and locations of all serviced areas and leave a copy of the report with the Facility Maintenance Manager or designee after each monthly visit.
			B. Contractor will provide within 24 hours of visit with recommendations of changes needed.
			C. Contractor shall provide reports to be available and viewable on-line by Facility Maintenance Manager or designee.
			D. A legible copy of the inspection report, test results, services performed, and recommended improvements will be left on site with Facility Maintenance Manager or designee upon completion of service.
NOTES/COMMENTS: _____			
_____			
_____			

YES	NO	NO & PROVIDE ALTERNATIVE	9. MANUALS
			A. Contractor shall provide equipment operator's manuals for Contractor provided equipment at no cost to the Facility Maintenance Manager or designee.
NOTES/COMMENTS: _____			
_____			
_____			

YES	NO	NO & PROVIDE ALTERNATIVE	10. WARRANTY
			A. The Contractor warrants that chemicals used in water treatment program will not endanger the health or safety of persons coming in contact with the materials as long as Contractor's instructions are followed.
			B. The Contractor warrants that the chemicals used in the water treatment program will not damage personal or real property as long as Contractor's instructions are followed.

			<b>C.</b> The Contractor warrants that the chemicals used in the water treatment program shall have no detrimental effect on the metallic or non-metallic material in the equipment being treated.
			<b>D.</b> The Contractor warrants that the chemicals used in the water treatment program are in every way compatible with those currently in use within the Lincoln Correctional Center.
			<b>E.</b> If the Contractor's chemicals are not in every way compatible with those currently in use, the Contractor will be responsible for the cost of all labor and material (water as well as chemicals) required to return the system to a satisfactory condition.
			<b>F.</b> Manufacturer's usual warranty shall apply, and shall be in effect for a minimum of one (1) year from the date the chemicals were induced or until the chemicals are removed from system.

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

YES	NO	NO & PROVIDE ALTERNATIVE	<b>11. 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.
			<b>A.</b> Bidder is a <b>SOLE PROPRIETORSHIP</b> (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			<b>B.</b> Bidder is a <b>GENERAL PARTNERSHIP</b> (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			<b>C.</b> Bidder is a <b>FOREIGN or DOMESTIC CORPORATION or BUSINESS</b> and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State <b>is provided</b> within bid submission documents.
			<b>D.</b> Bidder is a <b>FOREIGN or DOMESTIC CORPORATION or BUSINESS</b> and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State <b>will be provided</b> in a timely manner upon request prior to award.

YES	NO	NO & PROVIDE ALTERNATIVE	<b>12. INSURANCE REQUIREMENTS</b>
			<b>A.</b> Contractor has read and fully understood the insurance requirements in this Invitation to Bid and will provide prior to award.

YES	NO	NO & PROVIDE ALTERNATIVE	<b>13. BID COMPLIANCE</b>
			<b>B.</b> Specifications have been fully read and fully understood. Any exceptions have been written on the bid or attached.

