

**State of Nebraska (NDCS)**  
**REQUEST FOR PROPOSAL FOR**  
**CONTRACTUAL SERVICES FORM**

RETURN TO:  
NE. Department of Correctional  
Services  
Folsom & W. Prospector Place, Bldg.  
#1  
Lincoln, NE 68522  
Phone: (402) 479-5646  
Fax: (402) 479-5663

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 79158-O3</b>	<b>June 1, 2015</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>July 31, 2015 2:00 p.m. Central Time</b>	<b>Jeff Laabs (402) 479-5646</b>

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

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Department of Correctional Services, is issuing this Request for Proposal, RFP Number 79158–O3 for the purpose of selecting a qualified Contractor (s) to provide temperature control service and inspection for various Nebraska Department of Correctional Services (NDCS) facilities.

Written questions are due no later than June 29, 2015, and should be submitted via e-mail to [jeff.laabs@nebraska.gov](mailto:jeff.laabs@nebraska.gov). Written questions may also be sent by facsimile to (402) 479-5646.

A Pre-Proposal Conference with mandatory attendance will be held on June 15, 16 and 17, 2015 at various facilities as indicated on Form D.

Bidder should submit one (1) original and one (1) copy of the entire proposal. Proposals must be submitted by the proposal due date and time.

**PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

1. Sealed proposals must be received in Nebraska Department of Correctional Services by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form “REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES” MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidders proposal and any other requirements as specified in the Request for Proposal in order for a bidder’s proposal to be evaluated.
3. 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 is as follows: <http://das.nebraska.gov/materiel/purchasing.html>
4. 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 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the Contractor’s bid or in the final contract.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

### **BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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

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

\_\_\_\_ 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.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

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

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

**ARO:** After Receipt of Order

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, 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.

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

**Bid/Proposal:** The offer submitted by a vendor in a response to written solicitation.

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

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

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

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

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

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

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

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

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

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

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

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

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

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract to furnish commodities or services.

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

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

**CPU:** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

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

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

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

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

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

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

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

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

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

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

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

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

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

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

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

**NDCS:** Nebraska Department of Correctional Services

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct

purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

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

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

**Pat Search:** A search of the outside of a person's clothing, inside the shirt collar and pants waistband, without the complete removal of the clothing. This will be accomplished by running the employee's hands inside the collar and waistband and over the exterior of the clothing surfaces and by separately inspecting hats, jackets, shoes, and pockets."

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

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

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

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

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

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

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

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

**Proposal:** See Bid/Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would

give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

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

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

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

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

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

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

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

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

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

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

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

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

**Tool Inventory:** A systematic process for tool accountability.

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

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

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

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

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

**Work Day:** See Business Day.

**I. SCOPE OF THE REQUEST FOR PROPOSAL**

The State of Nebraska, Department of Correctional Services, is issuing this Request for Proposal, RFP Number 79158–O3 for the purpose of selecting a qualified Contractor (s) to provide temperature control service and inspection for various NDCS facilities. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued for approximately a period of three (3) years effective the date of award. The contract has the option to be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:** <http://das.nebraska.gov/materiel/purchasing.html>

**A. 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 Request for Proposal	6/1/2015
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	6/5/2015
3.	Last day to submit written questions	6/8/2015
4.	Mandatory Pre-Proposal Conference Location: Nebraska Department of Correctional Services at various locations See Form D for Locations  <i>* Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.</i>	6/15/2015-6/17/2015 See Form D Walkthrough Schedule for dates and times
5.	Last day to submit written questions after Pre-Proposal Conference	6/29/2015
6.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	7/6/2015
7.	Proposal opening Location: NDCS Central Office Purchasing Division Folsom & W. Prospector Place, Bldg. #1 Lincoln, NE 68522	July 31, 2015 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	7/31/2015
9.	Evaluation period	8/3/2015-8/10/2015
10.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	8/10/2015
11.	Contract finalization period	8/11/2015-8/21/2015

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
12.	Contract award	8/24/2015
13.	Contractor start date	9/1/2015

## **II. PROCUREMENT PROCEDURES**

### **A. PROCURING OFFICE AND CONTACT PERSON**

Procurement responsibilities related to this Request for Proposal reside with the Nebraska Department of Correctional Services. The point of contact for the procurement is as follows:

Name: Jeff Laabs  
Agency: Nebraska Department of Correctional Services  
Address: Folsom & W. Prospector Place, Bldg. #1  
Lincoln, NE 68522

OR

Address: P.O. Box 94661  
Lincoln, NE 68522  
Telephone: (402) 479-5646  
Facsimile: (402) 479-5663  
E-Mail: [jeff.laabs@nebraska.gov](mailto:jeff.laabs@nebraska.gov)

### **B. GENERAL INFORMATION**

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing temperature control service and inspection for various NDCS facilities at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### **C. CUSTOMER SERVICE**

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Sub-Contractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

### **D. COMMUNICATION WITH STATE STAFF AND EVALUATORS**

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;
3. State staff and/or Contractor staff present at the Pre-Proposal conference when recognized by the NDCS staff facilitating the meeting for the purpose of addressing questions; and
4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

**E. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska Department of Correctional Services and clearly marked "RFP Number 79158-O3; temperature control service and inspection for various NDCS facilities Questions". It is preferred that questions be sent via e-mail to [jeff.laabs@nebraska.gov](mailto:jeff.laabs@nebraska.gov) Questions may also be sent by facsimile to (402) 479-5663, but must include a cover sheet clearly indicating that the transmission is to the attention of Jeff Laabs, Buyer III, showing the total number of pages transmitted, and clearly marked "RFP Number 79158-O3; temperature control service and inspection for various NDCS facilities Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

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.

## F. PRE-PROPOSAL CONFERENCE

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 proposal. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal 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 questions 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.html> 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.

### 1. NOTIFICATION OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE

Notification of attendance should be submitted to the Nebraska Department of Correctional Services via e-mail, facsimile (402) 479-5663, hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend Pre-Proposal Conference" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request for Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

## G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original and one (1) copy of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, (402) 479-5646 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the proposal will be rejected.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

**H. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted.

**I. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

**J. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal 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.

**K. MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request For Proposal For Contractual Services form, signed in ink and;
2. Cost Proposal Form E.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in 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 so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be

considered in the award of this contract, the following will need to be submitted by the vendor within ten (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 ten (10) business days of notice will disqualify the bidder from consideration of the preference.

#### **L. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

#### **M. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders should be authorized to transact business in the State of Nebraska. All 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 recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

**N. VIOLATION OF TERMS AND CONDITIONS**

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

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**III. TERMS AND CONDITIONS**

By signing the “Request for Proposal for Contractual Services” form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder’s inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder’s proposal. **Bidders must include completed Section III with their proposal response.**

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract resulting from this Request for Proposal 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 Request for Proposal form and the Contractor’s Proposal, signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP 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 Request for Proposal form and the Contractor’s Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP 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 proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. AWARD**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, 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. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Grievance and Protest Procedure is as follows:

Within ten (10) calendar days of the intent to award decision being issued, grievances or protests are to be expressed in writing to the Department of Correctional Services, Materiel Administrator via email [dcs.purchasing@nebraska.gov](mailto:dcs.purchasing@nebraska.gov) or via U.S. Mail - P.O. Box 94661 Lincoln, NE 68509-4661. The notification should state the bid number and specific issues that are to be addressed. A response will be made by the NDCS Materiel Administrator.

If the response from the Materiel Administrator has not satisfied the grievance of the contractor, a protest letter is to be sent to the Deputy Director of Administration, Department of Correctional Services via U.S. Mail - P.O. Box 94661 Lincoln, NE 68509-4661. A meeting will be scheduled with the contractor to discuss the issues.

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

**E. OWNERSHIP OF INFORMATION AND DATA**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that

are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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 Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor(s). Contractor is also responsible for ensuring Sub-Contractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any subcontract until all similar insurance required of the Sub-Contractor 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 Contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor'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 the Contractor and any Sub-Contractor 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 Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, . 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
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**d. UMBRELLA/EXCESS LIABILITY**

Over primary insurance	\$1,000,000 per occurrence
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**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, which shall be submitted to the attention of the Buyer.

Department of Correctional Services  
Purchasing  
Folsom & W. Prospector, Bldg. #1  
Lincoln, NE 68522  
(facsimile (402) 479-5663).

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 Department of Correctional Services, Purchasing Division when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**H. INDEPENDENT CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor’s proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor’s services, the Sub-Contractor’s level of effort, tasks, and time allocation must be clearly defined in the Contractor’s proposal. The Contractor shall agree that it will not utilize any Sub-Contractors not specifically included in its proposal, in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, 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 Sub-Contractor selected to perform work on the project.

Contractor shall make his/her employees aware of Neb. Rev. Stat. 28-322.01 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 times 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 Sub-Contractor employee.

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

1. Any and all employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**M. PROPOSAL PREPARATION COSTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, , or in any other activity related to bidding on this Request for Proposal.

**N. ERRORS AND OMISSIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

**P. ASSIGNMENT BY THE STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

**S. GOVERNING LAW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**T. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**U. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**W. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

**X. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
  
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Y. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day’s written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor’s assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented “vendor performance report” form deemed acceptable by the NDCS or;

- j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State’s obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**AA. BREACH BY CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State’s discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State’s right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. ADMINISTRATION – CONTRACT TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor’s routine back up procedures.

**DD. PENALTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated.

**EE. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**FF. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**GG. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. 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.

**HH. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Invoices should be mailed and/or e-mailed to the point of contact listed below:

Invoices: NE Department of Correctional Services  
 Accounts Payable  
 P.O. Box 94661  
 Lincoln, NE 68509-4661  
 Or Via e-mail to: DCS.AccountsPayable@nebraska.gov  
 Accounts Payable Contact (402) 479-5715

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

**II. RIGHT TO AUDIT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

**JJ. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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.

**KK. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Sub-Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All

inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**LL. CHANGES IN SCOPE/CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value. The State may add Facilities to the contract upon written agreement with Contractor.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

**MM. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

**NN. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided

by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**OO. PROPRIETARY INFORMATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. 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 record 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 proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals 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) who 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.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

**PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**QQ. STATEMENT OF NON-COLLUSION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

**RR. PRICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Prices offered herein will remain firm from the date of the award for one (1) year. Prices may be subject to change after the initial one (1) year period. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska Department of Correctional Services Purchasing division contact at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the NDCS Purchasing Division. NDCS reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as a revision and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by NDCS and contractor.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**SS. BEST AND FINAL OFFER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State will compile the final scores for all parts of each proposal. The award may be granted to the lowest responsible bidder. Alternatively, bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated Based on cost. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**TT. ETHICS IN PUBLIC CONTRACTING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person’s vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**UU. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

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

**VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor’s performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**WW. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**XX. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

**YY. TIME IS OF THE ESSENCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**ZZ. RECYCLING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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 Neb. Rev. Stat. §81-15,159.

**AAA. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor certifies 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.

**BBB. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

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 required 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.

**CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor, by signature to this RFP, 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 Sub-Contracts 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.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

**DDD. POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as “all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.” A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**EEE. OFFICE OF PUBLIC COUNSEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

**FFF. LONG-TERM CARE OMBUDSMAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

**GGG. LICENSE/SERVICE OR OTHER AGREEMENTS**

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements

#### **IV. PROJECT DESCRIPTION AND SCOPE OF WORK**

##### **A. SCOPE OF WORK**

Scope of work shall include temperature control and boiler preventative maintenance inspections and/or building management support services at Nebraska Correctional Youth Facility (NCYF), Community Corrections Center- Omaha (CCCO), Omaha Correctional Center (OCC), Tecumseh State Correctional Institution (TSCI), Nebraska Correctional Center for Women (NCCW), Work Ethic Camp (WEC), Cornhusker State Industries (CCSI) at Nebraska State Penitentiary (NSP), Lincoln Correctional Center (LCC), Diagnostic & Evaluation Center (DEC), Community Correctional Center- Lincoln (CCCL) and Central Office – Lincoln (CO) as listed in Section “C”.

Preventative maintenance inspections will include but not be limited to the examination, cleaning, and recalibration of sensors/thermostats, humidity controls, temperature controls, pressure controls, relays, damper actuators, instrumental and accessories directly pertaining to the automatic temperature control system. Contractor must check and verify performance of temperature controls equipment in accordance with manufacturer’s specifications, original design criteria, and proper maintenance practice.

Check and confirm control system sequence of operation to insure optimum system efficiency and economy. Lubricate as required air compressors, control valve packing glands, damper bearings and linkages as well as other accessories directly pertaining to the control system. Inspect automatic temperature control valves for proper stroke, close off, and packing conditions.

As part of this contract the successful contractor will maintain the current or replacement building automation software (both controller and enterprise level) at the manufacturer’s most current revision level for the life of the service contract.

##### **B. WORK PLAN**

The successful contractor shall be an authorized representative of the entire existing system and shall provide proof, in writing, from the corporate headquarters that the above is true. This is required to service the existing equipment at facilities listed in Section IV. “C”.

If contractor is not an authorized representative of the existing system at a particular facility, the contractor has the option to replace all of the building automation equipment, AHU, building, terminal and miscellaneous controllers and software packages at their expense, with equipment they are authorized to represent. System must be approved by Nebraska Department of Correctional Services (NDCS) prior to replacement. The contractor shall be factory authorized for repairing, replacing, and programming the controls throughout the listed facility on an ongoing basis as problems occur.

The Contractor will be required to access the system through individual VPN accounts in order to comply with NDCS requirement that logical access is restricted. These individual VPN accounts will be controlled and authorized by NDCS through OCIO. All ICS devices will be located in locked telecom rooms located at each facility and will be on a separate network system protected by NDCS firewall policies. The Contractor will be required to provide revision updates to NDCS for the installed software.

## INFORMATION TECHNOLOGY TECHNICAL REQUIREMENTS

All equipment used must comply with Nebraska Information Technology Commission (NITC) and Nebraska Office of the Chief Information Officer (OCIO) Standards and Guidelines. The Standards and Guidelines are available at <http://www.nitc.ne.gov/standards/>. Specific standards include:

- 2-201 - Technology Access Clause
- 8-101 - Information Security Standard
- 8-102 - Data Security Standard
- 8-301 - Password Standard
- 8-303 - Remote Access Standard
- 8-304 - Remote Administration of Internal Devices Standard

All NDCS Computing resources must comply with AR 104.06 - Computer and Telephone Equipment Usage.

## NETWORK REQUIREMENTS

NDCS will provide the following to the contractor:

- 10/100/1000 Mb data switch ports on existing equipment in controlled communications rooms.
- All NDCS network equipment is plugged into UPS equipment and monitored 24x7.
- VLAN and IP/subnet information for contractor's equipment.
- DHCP, DNS, NTP
- PoE upon request

Contractor will provide at a minimum:

- Network horizontal cabling from contractor's equipment to NDCS network.
- The current standard for NDCS is blue Cat6 and plenum where necessary.
- The NDCS IT Manager must approve all network cabling to ensure industry and facility standards and codes are followed. After the contract is awarded the contractor will perform a site survey to determine where all new equipment will be installed and how to route cabling to the nearest existing telecommunications room. The contractor will communicate with facility maintenance departments for installation of all conduit for Cat6 cabling and power.

Contractor will provide the following information before installation begins:

- Network diagrams or schematics that show logical or physical connectivity of system
- Port requirements - speed and duplex
- Firewall rule sets and other special network requirements
- Other LAN and WAN requirements - bandwidth or protocols

## CLIENT-SERVER REQUIREMENTS

The contractor must identify if software will be installed on existing State workstations or if the contractor will be supplying new workstations. The contractor will need to identify if their application is web-based or a separate Windows-based application.

As of this time, any new software installed on State workstations will need to be compatible with Windows 7 64 bit and Internet Explorer 10. If special client configurations or plugins are required, the contractor must specify.

If new servers are required for the project, the physical location for those servers must be identified. If a server is serving multiple sites, it is recommended to place a Virtual Server at the State of Nebraska Data Center for Enterprise Services. If a server is placed at each site, it will need to be a rack mount server (as opposed to a desktop computer) and it will need a

proper housing such as a rack in a communications room that has proper environmental controls, power, and cooling.

#### REMOTE ACCESS (VPN)

NDCS will provide the contractor with a maximum of three individual VPN accounts upon request. The VPN system for the State of Nebraska is provided by the Nebraska Office of the CIO (OCIO)

The contractor notifies the DCS project manager about the need for remote access. DCS will give the OCIO VPN form to the contractor and they will return one form for each person who needs access. The form will be signed by the DCS project manager for authorization, and then the form will be given to DCS IT to review network policies. IT will submit the request to OCIO and when the account is ready, IT will send connection instructions to the contractor directly.

Contractor shall maintain the entire program system and components for the life of the contract. The Server provided by the Contractor will be utilized for the control system only.

#### SERVICE

NDCS will provide reasonable means of access to all equipment covered under this contract. The Contractor will be allowed to start and stop all primary equipment incidentals to the operation of the mechanical system(s) as arranged with the department's representative. The Contractor upon completion of service or inspection will return all mechanical systems to full operational status.

Equipment repairs outside of contracted services, emergency or otherwise, must be approved by NDCS. Labor not bid as part of the Facilities scheduled maintenance will be billed based on rates listed on a "time and materials" basis, with labor charges reflecting the rate bid by the awarded contractor.

The Contractor will provide trained personnel for the performance of the contracted duties. The assignment by the Contractor of a long-term service technician primarily responsible for service under this contract is strongly advised to maintain consistency and continuity of care at the facility level.

Contractor shall employ such trained people as the Contractor deems necessary to perform the services or work under this contract, and these personnel will remain the Contractor's employees, subject at all times to his/her direction. The Contractor will require his/her personnel to comply with instructions pertaining to conduct, safety and security regulations, and all lawful instructions by NDCS facility personnel necessary to ensure the safety, security, and good order of the institution where the service is being performed. The Contractor is responsible for all acts of his employees.

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 times while on facility grounds. Contractor's personnel identification shall be retained at the Facility or Facilities and issued upon entrance. Contractor's personnel shall relinquish the identification(s) upon exiting the Facility or Facilities.

Contractor's personnel may be subject to pat searches and tool inventory upon arrival at and departure from the facility.

Contractor shall inform his/her personnel of the provisions of 28-322.01 of the State of Nebraska Revised Statutes, which states that it shall be a felony for individuals working for or under contract to NDCS to engage in sexual contact or relations with an inmate or parolee within the state correctional system, and that no such inmate nor parolee is legally capable of consenting to any such relationship. This statute applies in like measure to the offenders housed at the Work Ethic Camp in McCook.

Preventative Maintenance Inspections shall be provided based on the schedule listed on the attached Form "C". Inspections shall be done to the building automation system as shown on available control drawings (to be provided at pre-proposal conferences).

Parts or component replacements are not included under this agreement. However, contractor shall make the required replacements upon NDCS approval and bill at the prevailing labor and material rates. Contractor shall provide an estimate for parts pricing as requested by the NDCS Facility staff. NDCS reserves the right to purchase parts from another source other than the contracted vendor if the price of the part(s) is less than the cost from the contracted vendor.

Contractor may be required to conduct a performance review of services provided on a bi-annual basis with NDCS. Topics may include but are not limited to, review of services provided, discussion of work performed since previous review, questions that may arise at the facility level, and any other methods of maximizing optimum service performance.

Preventative maintenance inspections will include but not be limited to the examination, cleaning, and recalibration of sensors/thermostats, humidity controls, temperature controls, pressure controls, relays, damper actuators, instrumental and accessories directly pertaining to the automatic temperature control system. Vendor must check and verify performance of temperature controls equipment in accordance with manufacturer's specifications, original design criteria, and proper maintenance practice.

Contractor shall check and confirm control system sequence of operation to insure optimum system efficiency and economy. Contractor shall lubricate as required air compressors, control valve packing glands, damper bearings and linkages as well as other accessories directly pertaining to the control system. Contractor shall inspect automatic temperature control valves for proper stroke, close off, and packing conditions.

### **C. DELIVERABLES (REQUIRED)**

The Contractor shall provide temperature control and boiler preventative maintenance inspections, building management support services (where applicable) and maintain the automated monitoring system.

The Contractor shall perform inspections and non-emergency services during normal business hours-Monday through Friday, 7:00 A.M. through 3:30 P.M. Contractor will provide emergency service as requested. Contractor shall address response time for emergency service within his/her proposal. Response time for emergency or requested service will not exceed twenty four (24) hours for WEC or twelve (12) hours for the remaining facilities.

A legible copy of the inspection report, test results, services performed, and recommended improvements will be left on site with facility Maintenance Supervisor or designee upon completion of service.

Complete, itemized documentation of all testing, preventative maintenance, and service shall be kept at both the facility and with the Contractor.

A clear, legible copy of the inspection report will be signed by the facility Maintenance Supervisor or designee and will be submitted with the invoice.

Contractor shall establish a primary contact person within their proposal, including the contact's name, address, phone and fax numbers, and email address.

All service shall be coordinated in advance with facility staff during normal working hours, M-F.

Awarded Contractor shall replace all existing controllers and software as needed within six (6) months from start date of contract.

**Facility Contacts are as follows:**

Nebraska Correctional Youth Facility (NCYF)

2610 N. 20<sup>th</sup> Street East

Omaha, NE 68110

Chad Ellison, Facility Maintenance Manager; Phone: 402-595-2000

Sandra Rachwalik, Business Manager; Phone: 402-636-8603

Community Corrections Center- Omaha (CCCO)

2320 Avenue J

Omaha, NE 68110

Joseph Bebee, Facility Maintenance Manager; Phone: 402-595-2010 or 402-699-0544

Bill Maudlin, Business Manager; Phone: 402-595-3964

Omaha Correctional Center (OCC)

2323 Avenue J

Omaha, NE 68110

Doug Laaker, Facility Maintenance Manager; Phone: 402-595-3963

Bill Maudlin, Business Manager; Phone: 402-595-3964

Tecumseh State Correctional Institution (TSCI)

2725 N. Highway 50

Tecumseh, NE 68450

Dan Smack, Facility Maintenance Manager; Phone: 402-335-1206

Kim Beethe, Business Manager; Phone: 402-335-5109

Nebraska Correctional Center for Women (NCCW)

1107 Recharge Road

York, NE 68467

Cal Bittinger, Facility Maintenance Manager; Phone: 402-362-3317

Lisa Stanton, Business Manager; Phone: 402-362-3317 Ext. 222

Work Ethic Camp (WEC)

2309 N Hwy 83

McCook, NE 69001

Robert Sitzman, Facility Maintenance Manager; Phone: 308-345-8405

Jon Anderjaska, Business Manager; Phone: 308-345-8405

Cornhusker State Industries (CSI) at Nebraska State Penitentiary (NSP)  
14<sup>th</sup> and Pioneers Blvd.

Lincoln, NE 68502

Byron Brown, Facility Maintenance Manager; Phone: 402-471-3161

Mike Martin, Business Manager; Phone: 402-417-1254

Lincoln Correctional Center (LCC)

3216 W. Van Dorn

Lincoln, NE 68522

Andrew Mook, Facility Maintenance Manager; Phone: 402-471-2861

Holly Alm, Business Manager; Phone: 402-479-6162

Diagnostic & Evaluation Center (DEC)

3220 West Van Dorn

Lincoln, NE 68522

Andrew Mook, Facility Maintenance Manager; Phone: 402-471-2861

James Gibson, Business Manager; Phone: 402-479-6390

Community Correctional Center- Lincoln (CCCL)

2720 West Van Dorn

Lincoln, NE 68522

Jerry Rotschafer, Facility Maintenance Manager; Phone: 402-471-6265

Sharon Baker, Business Manager; Phone: 402-471-6258

Central Office – Lincoln (CO)

Folsom & W. Prospector Place, Bldg. #1

Lincoln, NE 68522

Rick Fuller, Facility Maintenance Manager; Phone: 402-479-5838

Katina Farritor, Business Manager; Phone: 402-479-5712

**D. PAYMENT SCHEDULE**

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

Invoice Date  
Date of Service

Deliverable(s)  
Services Performed and Location

**Form A  
Bidder Contact Sheet  
Request for Proposal Number 79158-O3**

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

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

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

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

**Form B**  
**Notification of Intent to Attend Pre-Proposal Conference**  
**Request for Proposal Number 79158-O3**

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the Nebraska Department of Correctional Services via e-mail ([jeff.laabs@nebraska.gov](mailto:jeff.laabs@nebraska.gov)), facsimile (402) 479-5663, hand delivered or US Mail by the date shown in the Schedule of Events.

**Form C**  
**Work Plan Schedule / List of Items to Be Maintained**  
**Request for Proposal Number 79158-O3**

Scheduled preventative maintenance inspections will be performed at each facility, during normal business hours, based on the following:

**NCYF**

Eight (8) hours monthly.

Spring and fall building automation system service and inspection.

Mid-summer visit domestic hot water boiler service and inspection

Fall and mid-winter visit heating boilers service and inspection

One (1) Building Automation System- Brand: Barber Coleman

Three (3) Boilers- Brand: L.E.S. Model #VW-180H Location: Boiler Room

Boiler Serial Numbers: 97-E6194, 97-E6199, and 97-E6197

Four (4) Domestic Hot Water Boiler- Brand: Lochinvar Model # CFN1260PM Location: Boiler Room

Domestic Hot Water Boiler Serial Numbers: F976725, F976726, F976652, F976653

**CCCO**

Two (2) times per year (spring and fall) Twenty Four (24) hours each visit

Trane Air Handler Unit # 1 Serves Commons Area

Type CCDB14AEOD Serial # U84M47556

Trane Air Handling Unit # 2 Serves Kitchen

Type CCDB06AEOD Serial # U84M47557

Trane Air Handler Unit # 3 Make Up Air for Rooms

Type CCDB06AEOD Serial # U84M47558

Hot/Chilled Water Supply Pumps E176

Hot/Chilled Water Entrance E176

Barber Colman CPM 8000 HVAC Controller System

CPM-8200

Adm-8900 System Analyzer

Trane fan coils – twenty two each.

Boiler information

Two each CAMUS Micro Flame Copper Tube water Heaters, 160 psi ASME, 300,000 btuh input, 255,000 btuh output.

Stacking boilers.

Make: CAMUS  
Model: MFNW-0300-OGI  
Serial # 100807783

Make: CAMUS  
Model: MFNW-0300-OGI  
Serial # 100807782

Carrier High-Wall Duct Free Split System  
In both Electrical Rooms

Carrier  
Model 38MVCO24---301  
Serial # 2512V12944

Carrier  
Model 38MVC024---301  
Serial # 0412V03921

**OCC**

Sixteen (16) hours weekly

Preventive Maintenance - Each preventive maintenance calibration will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to Facility Maintenance Supervisor or designee.

There are basically thirteen system types at the Omaha Correctional Center:

1. Air Handling Units
2. Pumps
3. Fan coil Units, Unit Heaters, and Fin Tube Units
4. Variable Air Volume Units
5. Compressed Air Supply Systems
6. Excel Building Supervisor (XBS) and connected automation
7. Boilers
8. Chillers
9. Exhaust Fans
10. Condensing Units
11. Infra-red Heaters
12. Generators
13. Water Softener

The following are maintenance task for each:

I. Air Handling Units

Check drawings for the number and location of sensors, damper and valve operators, and control relays  
Clean any dust, dirt, or debris from around the equipment.

Check for loose connections.

Check calibration of each sensor, adjusting as necessary

Temporarily replace each sensor (one at a time) with a suitable simulator, adjusting the sensed value while monitoring the system response to the change.

Observe valve and damper operators for full travel. Adjust and lubricate as necessary.

Check valves for leaks. Tighten and/or replace packing as necessary. Test for close-off.

Check damper operators for leaks. Install new diaphragms as necessary.

Check control relay contacts for pitting. Burnish and/or replace as necessary. Inspect drive belts. Test belt tensions. Adjust as necessary. Replace annually.

Inspect motor. Lubricate as necessary. Check for vibration, and loose mounting. Check for excessive heat. Inspect fan. Lubricate as necessary. Check for vibration and loose mounting. Check for excessive heat.

Inspect coils for leaks.

Inspect cabinet for loose fasteners. Compare motor current with nameplate.

Inspect starter contract for pitting. Burnish and/or replace as necessary. Return system to normal control.

2. Pumps

Check drawings for the number and location of sensors, valve operators, and control relays. Clean any dust, dirt or debris from around the equipment.

Check for loose connections.

Check calibration of each sensor, adjusting as necessary.

Temporarily replace each sensor (one at a time) with a suitable simulator, adjusting the sensed value while monitoring the system response to the change.

ID	MACHINE	Times per Year
096101-01	Boiler 80 HP	4
096101-02	Boiler 80 HP	4
096101-03	Boiler 126.9 HP	4
096102-01	Chiller 380 Ton	4
096101-01A	Tower 380 Ton	4
096102-02	Chiller 425 Ton	4
096101-02A	Tower 425 Ton	4
096103-02	Domestic Water heater 859999 BTUH	2
096103-01	Domestic Water heater 859999 BTUH	2
096103-02AA	Fractional HP Booster Pump	2
096103-023*	Domestic Water heater 1694000 BTUH	2
096103-03A	Fractional HP Booster Pump	2
096104-03	Fractional HP in-Line circ pump	2
096104-01	Fractional HP in-Line circ pump	2
096104-02	Fractional HP in-Line circ pump	2
096104-03A	Fractional HP in-Line circ pump	2
096105-01	Condenser pump 20 HP	2
096105-02	Chilled water pump 10 HP	2
096105-03	Hot water pump 5 HP	2
096105-3A	Hot water pump 5 HP	2
096105-04	Hot chilled water pump 50 HP	2
096105-4A	Hot chilled water pump 50 HP	2
096105-2A	Chilled water pump 15 HP	2
096105-1A	Condenser Pump 25 HP	2
132208-01	Radiant Htr w/ exhaust fan	2
130109-01	Acu w electric heat	2
096101-11	5 AHU SF-10 HP RF- 1.5 HP	2
096101-12	AHU SF 7.5 HP	3

096101-13	AHU SF 40 HP RF 10 HP	3
096101-15	AHU SF 20 HP RF 7.5 HP	3
096101-16	AHU SF 15 HP	3
096101-17	AHU SF-5 HP RF-! HP	2
096101-18	AHU KIT HOOD 7.5 HP	3
096101-18A	Exhaust Fan No 20 7.5 HP	2
096005-09	Circ Pump .5 HP	2
096005-10	Circ Pump .5 HP	2
080410-19	Abu SF- 7.5 HP	3
124510-31	AHU SF-5 HP RF 1.5 HP	3
124510-32	AHU SF 5 HP RF 1.5 HP	3
124510-33	AHU SF 5 HP RF 1.5 HP	3
124510-34	AHU SF 5 HP RF 1.5 HP	3
124510-21	AHU SF 5 HP RF 1.5 HP	3
124510-22	AHU SF 5 HP RF 1.5 HP	3
124510-23	AHU SF 5 HP RF 1.5 HP	3
124510-24	AHU SF 5 HP RF 1.5 HP	3
124510-41	AHU SF 5 HP RF 1.5 HP	3
124510-42	AHU SF 5 HP RF 1.5 HP	3
124510-43	AHU SF 5 HP RF 1.5 HP	3
124510-44	AHU SF 5 HP RF 1.5 HP	3
096112-01	Excel Building supervisor Pc/ w delta upgrade	4
096112-01	Printer	2
096112-06	Data Gathering Panel	2
096112-08	Data Gathering Panel	2
153812-11	Data Gathering Panel	2
153812-12	Data Gathering Panel	2
080412-13	Data Gathering Panel	2
080412-14	Data Gathering Panel	2
096012-15	Data Gathering Panel	2
096012-16	Data Gathering Panel	2
096012-17	Data Gathering Panel	2
096012-18	Data Gathering Panel	2
124512-31	Data Gathering Panel	2
124512-32	Data Gathering Panel	2
124512-33	Data Gathering Panel	2
124512-34	Data Gathering Panel	2
129412-21	Data Gathering Panel	2
129412-22	Data Gathering Panel	2
129412-23	Data Gathering Panel	2
129412-24	Data Gathering Panel	2
128512-41	Data Gathering Panel	2
129512-42	Data Gathering Panel	2
129512-43	Data Gathering Panel	2
129512-44	Data Gathering Panel	2
096113-01	Air Compressor Dual 3 Hp	4
096113-03	Air Compressor Dual .75 Hp	4
153813-04	Air Compressor Dual .33 Hp	4
124513-05	Air Compressor Dual .33 Hp	4
129513-06	Air Compressor Dual .33 Hp	4
073313-08	Air Compressor	4

096114-01	Compressed Air Dryer	4
153814-02	Compressed Air Dryer	4
1294 14-04	Compressed Air Dryer	4
129514-05	Compressed Air Dryer	4
73314-06	Compressed Air Dryer	4
153815-01	Volumetric Panel	2
080415-02	Volumetric Panel	2
096015-03	Volumetric Panel	2
153816-01	HTG FCU #3 Room A - 1 01	3
153816-02	HTG FCU #3 Room A-108	3
153816-03	HTG FCU #3 Room A-139	3
153816-04	HTG CLG FCU #3 ROOM A-401	3
153816-05	HTG CLG FCU #2 ROOM A-401	3
153816-06	HTG CLG FCU #2 ROOM A-401	3
153816-07	HTG CLG FCU #2 ROOM A-401	2
066516-01	HTG CUH #2 Room B-101	2
066516-02	HTG CUH #2 Room B-1 10	2
066516-03	HTG CUH #2 Room B-120	2
06651 6-04	HTG CUH #2 Room B-140	2
066516-05	HTG CUH #2 Room B-159	2
066516-06	HTG CUH #2 Room B-180	2
066516-07	HTG CUH #2 Room B-1 90	2
066516-08	HTG CUH #2 Room B-193	2
066616-01	HTG CUH #2 Room B-101	2
066616-02	HTG CUH #2 Room B-126	2
066616-02A	HTG CUH #2 Room B-140	2
066616-03	HTG CUH #2 Room B-157	2
066616-04	HTG CUH UH# I D Bldg	2
073316-01	HTG CUH UH# I D Bldg	2
073316-02	HTG CUH UH# I D Bldg	2
073316-03	HTG CUH UH# I D Bldg	2
073316-04	HTG CUH UH# I D Bldg	2
073316-05	HTG CU H U H#! D Bldg	2
073316-06	HTG CU H UH#! D Bldg	2
073316-07	HTG CU H U H #! D Bldg	2
073316-08	HTG CU H U H #! D Bldg	2
073316-09	HTG CU H VH#2 D Bldg	2
073316-10	HTG CU H V H#2 D Bldg	2
073316-11	HTG CU H U H#2 D Bldg	2
073316-12	HTG CVH VH#2 D Bldg	2
073316-13	HTG CU H UH#2 D Bldg	2
073316-14	HTG CU H UH#3 D Bldg	2
073316-15	HTG CUH U H#3 D Bldg	2
073316-16	HTG UN IT N - 101	2
073316-17	HTG UN IT N -101	2
080416-01	HTG CLG UNIT CU H E-101	2
080416-02	HTG UNIT UH # 5 E-101	2
080416-03	HTG UNIT UH #5 E- 101	2
080416-04	HTG UNIT U H #6 E-101	2
080416-05	HTG UN IT UH # 7 E-1 01	2
080416-05	HTG CLG UNIT CU H E-1 12	3

080416-07	HTG UN IT UH #5 E-1 13	2
080416-08	HTG UNIT UH # 5 E- 1 13	2
080416-09	HTG UNIT U H #6 E- 126	2
080416-10	HTG UN IT UH # 5 E-126	2
080416-11	HTG UN IT UH #5 E-1 26	2
080416-12	HTG UNIT UH #5 E-1 33	2
080416-13	HTG UNIT UH # 5 E-133	2
096016 -01	HTG UNIT CUH #2 F- 107	2
096016-02	HTG UNIT CUH # I F- 1 1 7	2
096016-03	HTG UNIT CUH #2 F-1 24	2
096016-04	HTG UNIT CUH #2 F-1 28	2
096016-01	HTG UNIT UH #3 G-1 12	2
096016-02	HTG UNIT UH #3 G-1 12	2
096016-03	HTG CLG FCU #2 G-1 13	2
096016-04	HTG UNIT UH #5 G-1 15	2
096016-05	HTG UNIT UH #5 G-202	2
110316-01	HTG UNIT UH # 8 H- 1 17	2
110316-02	HTG UNIT UH #8 H-1 17	2
110316-03	HTG UNIT UH # 8 H- 1 17	2
110316-04	HTG UNIT UH #8 H- 1 17	2
124516-01	HTG UNIT CUH #2 J 1- I01	2
124516-02	HTG UN IT CUH #2 J I -138	2
1245 16-01	HTG UNIT CUH #2 12-101	2
124515-02	HTG UNIT CUH #2 12-138	2
1294 16-01	HTG UNIT CUH #2 K- 101	2
129416-02	HTG UNIT CUH #2 K- 1 39	2
153818-01	TITUS EDV -3000 Dual Duct Mixing Box	2
153818-02	TITUS EDY -3000 Dual Duct Mixing Box	2
153818-03	TITUS EDV-3000 Dual Duct Mixing Box	2
153818-04	TITUS EDV-3000 Dual Duct Mixing Box	2
153818-05	TITUS EDV-3000 Dual Duct Mixing Box	2
153818-06	TITUS EDV -3000 Dual Duct Mixing Box	2
153818-07	TITUS EDV-3000 Dual Duct Mixing Box	2
153818-08	TITUS EDY-3000 Dual Duct Mixing Box	2
153818-09	TITUS EDV-3000 Dual Duct Mixing Box	2
153818-10	TITUS EDV-3000 Dual Duct Mixing Box	2
153818-11	TITUS EDV-3000 Dual Duct Mixing Box	2
153818-12	TITUS EDV-3000 Dual Duct Mixing Box	2
153818-13	TITUS EDV-3000 Dual Duct Mixing Box	2
153818-14	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-01	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-02	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-03	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-04	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-05	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-06	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-07	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-08	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-09	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-10	TITUS EDV-3000 Dual Duct Mixing Box	2
066518 -11	TITUS EDV-3000 Dual Duct Mixing Box	2

066518-12	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-13	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-14	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-15	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-16	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-17	TITUS EDV-J OOO Dual Duct Mixing Box	2
066518-18	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-19	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-20	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-21	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-22	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-23	TITUS EDV-3000 Dual Duct Mixing Box	2
066518-24	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-01	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-02	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-03	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-04	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-05	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-06	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-07	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-08	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-09	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-10	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-11	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-12	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-13	TITUS EDV -3000 Dual Duct Mixing Box	2
066618-14	TITUS EDV-3000 Dual Duct Mixing Box RM C-164	2
066618-15	TITUS EDV-3000 Dual Duct Mixing Box RM C-166	2
066618-16	TITUS EDV-3000 Dual Duct Mixing Box	2
066618-17	TITUS EDV-3000 Dual Duct Mixing Box	2
080418-01	TITUS EDV-3000 Dual Duct Mixing Box RM E-125	2
080418-02	MIXING BOX IN ROOM E-125	2
096018-01	TITUS EDV-3000 Dual Duct Mixing Box Tube over "F"	2
096018-02	TITUS EDV-3000 Dual Duct Mixing Box Tube over "F"	2
096018-03	TITUS EDV-3000 Dual Duct Mixing Box Tube over "F"	2
096018-04	TITUS EDV-3000 Dual Duct Mixing Box RM F- 104	2
096018-05	TITUS EDV-3000 Dual Duct Mixing Box RM F-109	2
096018-06	TITUS EDV -3000 Dual Duct Mixing Box RM F-114	2
096018-07	TITUS EDV-3000 Dual Duct Mixing Box RM F-1 14	2
096018-09	TITUS EDV-3000 Dual Duct Mixing Box RM F-1 15	2
096018-10	TITUS EDV-3000 Dual Duct Mixing Box RM KIT COR	2
096018-11	TITUS EDV-3000 Dual Duct Mixing Box RM F-121	2
096018-12	TITUS EDV-3000 Dual Duct Mixing Box RM F-122	2
096018-13	TITUS EDV-3000 Dual Duct Mixing Box RM F-125	2
153819-01	EXHAUST FAN .25 HP EF-1 IN Tube over A bld	2
153819-02	EXHAUST FAN 1/6 HP EF-21 Roof Over A-401	2
066519-01	EXHAUST FAN EF- 15 Roof Over B-103	2
066519-02	EXHAUST FAN RF-16 Roof Over B-122	2
066519-03	EXHAUST FA N EF-2 Roof Over 8- 1 45	2
066519-04	EXHAUST FA N EF-1 4 Ceiling Over 8- 18 1	2
066519-05	EXHAUST FAN EF- 1 3 Ceiling Over 8-199	2

066619-0 I	EXHAUST FAN EF-3 Roof Over 8-145	2
073319-0 I	EXHAUST FAN EF- 7 Roof Over D-201	2
073319-02	EXHAUST FA N EF- I Roof of D-81dg	2
073319-03	EXHAUST FA N EF-1 Roof of D-8ldg	2
073319-04	EXHAUST FAN EF-1 Roof of D-8ldg	2
073319-05	EXHAUST FAN EF-1 Roof of D-8ldg	2
073319-06	EXHAUST FAN ROOF of D-Bldg	2
073319-07	EXHAUST FA N ROOF of D-Bldg	2
073319-08	EXHAUST FAN ROOF OF D Warehouse	2
080419-01	EXHAUST FAN ROOF of E-Bldg	2
080419-02	EXHAUST FAN ROOF of E-Bldg	2
080419-03	EXHAUST FAN ROOF of E-Bldg	2
080419-04	EXHAUST FAN ROOF of E-Bldg	2
080419-05	EXHAUST FAN ROOF of E-Bldg	2
080419-06	EXHAUST FAN ROOF of E-Bldg	2
080419-07	EXHAUST FA N ROOF of E-Bldg	2
096019-0 I	EXHAUST FAN ROOF OVER F-122	2
096019-02	EXHAUST FAN ROOF OVER F-122	2
096019-03	EXHAUST FAN Ceiling Over F-1 16	2
096119-01	EXHAUST FAN Ceiling Over G-107	2
096119-02	EXHAUST FAN In Well I G-1 14	2
096119-03	EXHAUST FAN ROOF OY ER G-202	2
110319-01	EXHAUST FAN ROOF OVER H-1 1 7	2
096120-01	SUPPLY FAN Ceiling G-1 12	2
298804-04	Fractional HP Pump bid J3	3
298810-51	AHU 7.5 HP Bldg J3	3
298810-52	AHU 7.5 HP Bldg J3	3
298810-53	AHU 7.5 HP Bldg J3	3
298810-54	AHU I HP Bldg 13	3
298813-09	Duplex Air Compressor .75 HP bldg J3	4
298814-07	10 SCFM Air Dryer Bldg J3	4
298815-04	Pneumatic Control Panel Bldg J3	3
298815-05	Pneumatic Control Panel Bldg J3	3
298815-06	Pneumatic Control Panel Bldg J3	3
298815-07	Pneumatic Control Panel Bldg J3	3
298816-0 I	Elec Booster HTR Room I 0 I Bld g J3	1
298817-01	THMST for HTR room J 0 I Bldg 13	1
298819-01	Roof Exhaust Fan Bldg 13	2
298819-02	Roof Exhaust Fan Bldg 13	2
298819-03	Roof Exhaust Fan Bldg 13	3
000009-03	HTG/CLG Unit with Elec HT Bldg M Bay 4	3
000009-04	HTG/CLG Unit with Elec HT GRDS Off Area Bay 3	3
000009-05	HTG/CLG Un it with Elec HT GRDS Off Area Bay I	3
000009-06	HTG/CLG Un it with Elec HT GRDS Off Area Bay 2	3
SHEET	See Honeywell d drawing 932-82008	QTY TIME
1	CLEAFS-405 EQUIP MTD	6 3
1	LP920AI 021 EQUIP MTD	3 3
1	LP914A I 003 EQUIP MTD	6 3
1	MP909E I018 EQUIP MTD	5 3
1	MP909CI 328 EQUIP MTD	1 3

1	MP918BI 006	EQUIP MTD	9	3
1	L7092A I 015	EQUIP MTD	9	3
1	L480G! 044	EQUIP MTD	3	3
1	V501 1AI 338	EQUIP MTD	1	3
1	MP953DI 131.	EQUIP MTD	1	3
1	V501 1AI 767	EQUIP MTD	1	3
1	MP953D I I 31	EQUIP MTD	1	3
1	V 501 1AI 734	EQUIP MTD	1	3
1	MP953D I 131	EQUIP MTD	1	3
1	RP90881 029	PANEL MTD	3	3
1	RP418B I 071	PANEL MTD	3	3
1	SP970C I001	PANEL MTD	3	3
1	RP471 A I 002	PANEL MTD	3	3
1	RP970A I 008	PANEL MTD	3	3
2	CLEA FS-405	EQUIP MTD	3	3
2	LP914A I 003	EQUIP MTD	3	3
2	L480G I 044	EQUIP MTD	3	3
2	MP909E I 018	EQUIP MTD	6	3
2	MP909C I 328	EQUIP MTD	3	3
2	L7092A 1015	EQUIP MTD	9	3
2	3149228	EQUIP MTD	3	2
2	14001984-500	EQUIP MTD	1	3
2	V501 1A 1270	EQUIP MTD	1	3
2	MP953C I 083	EQUIP MTD	1	3
2	V501 1A I 338	EQUIP MTD	1	3
2	MP953C I 083	PANEL MTD	1	3
2	RP908B I 029	PANEL MTD	3	3
2	RP418B I 071	PANEL MTD	3	3
2	SP970C I 001	PANEL MTD	3	3
2	RP908A I 062	PANEL MTD	3	3
2	RP670A I 001	PANEL MTD	3	3
2	RP471A I 002	PANEL MTD	1	3
7	Mp953C I 083	EQUIP MTD	3	3
7	V501 I A I 270	EQUIP MTD	1	3
7	MP953C1026	PANEL MTD	3	3
7	RP418B1 071	PANEL MTD	2	3
7	P65881012	EQUIP MTD	1	3
8	CLEAFS-405	EQUIP MTD	24	3
8	LP920A I 013	EQUIP MTD	3	3
8	3150468	EQUIP MTD	3	2
8	LP914A I 003	EQUIP MTD	2	3
8	L48G I 044	EQUIP MTD	18	3
8	MP909E I 018	EQUIP MTD	12	3
8	TP970A I004	EQUIP MTD	36	3
8	14002132-101	EQUIP MTD	12	3
8	14002430-00 I	EQUIP MTD	12	2
8	LP920A I 039	EQUIP MTD	12	3
8	L7092A I 015	EQUIP MTD	39	3
8	RP471 A I 002	EQUIP MTD	3	3
8	V501 A1270	EQUIP MTD	9	3
8	MP953C1026	EQUIP MTD	9	3

8	V5013AI047	EQUIP MTD	3	3
8	MP953C I 026	EQUIP MTD	3	3
8	V501 1A I 155 •	EQUIP MTD	12	3
8	MP953C I 026	EQUIP MTD	12	3
8	RP90881029	PANEL MTD	12	3
8	RP41881071	PANEL MTD	24	3
8	RP970A I 008	PANEL MTD	12	3
8	RP67081009	PANEL MTD	12	3
8	SP970C I 001	PANEL MTD	12	3
8	RP972A I 006	PANEL MTD	12	3
9	T675A I 508	EQUIP MTD	1	3
9	34886A	EQUIP MTD	1	2
9	BKDEPDIHAA40	EQUIP MTD	6	3
9	LP914A I060	EQUIP MTD	2	3
9	14500430-001	EQUIP MTD	8	3
9	P658A I 013	EQUIP MTD	8	2
9	LP914A I 052	EQUIP MTD	2	3
9	3150468	EQUIP MTD	1	3
9	RP908B I 01 I	EQUIP MTD	3	2
9	RP908A J O J 3	EQUIP MTD	1	3
9	LP914A J O J I	EQUIP MTD	2	3
9	31 1085-00107	EQUIP MTD	1	3
9	Y501 3B I 675	EQUIP MTD	1	2
9	MP953CI 489	EQUIP MTD	1	3
9	KEY1 B2A6	EQUIP MTD	1	2
10	TP970A I 004	EQUIP MTD	76	3
JO	14002132-101	EQUIP MTD	76	2
10	14002430-001	EQUIP MTD	67	2
10	T451 A J J 32	EQUIP MTD	5	3
10	TG500A I003	EQUIP MTD	50	2
JO	T675A J 508	EQUIP MTD	25	3
10	T67A J 540	EQUIP MTD	9	3
JO	LP920A J 013	EQUIP MTD	2	3
10	3150468	EQUIP MTD	2	2
JO	RP471A J 002	EQUIP MTD	12	3
01	P658A I 005	EQUIP MTD	10	3
10	P658A I 013	EQUIP MTD	8	3
10	MP909E I O I 8	EQUIP MTD	10	3
10	MP909C 1 328	EQUIP MTD	3	3
1 0	RP4 J 7A I 009	EQUIP MTD	8	3
JO	LP920A I039	EQUIP MTD	2	3
JO	Y501 1AJ 270	EQUIP MTD	1	3
10	MP953C1026	EQUIP MTD	1	3
JO	V051 1A J 338	EQUIP MTD	2	3
10	MP953CI 083	EQUIP MTD	2	3
10	V501 I A1213	EQUIP MTD	4	3
10	MP953C I 026	EQUIP MTD	4	3
JO	V50 I 1AI 155	EQUIP MTD	7	3
10	MP953CI 026	EQUIP MTD	7	3
10	V501 ID1027	EQUIP MTD	1	3
JO	MP953CI489	EQUIP MTD	1	3

IO	VP525A	EQUIP MTD	6	3
11	MP909EI 018	EQUIP MTD	3	3
11	MP918B	EQUIP MTD	4	3
11	MP909CI 336	EQUIP MTD	1	3
11	TP970A1004	EQUIP MTD	2	3
J1	14002132- J O I	EQUIP MTD	2	2
11	14002430-001	EQUIP MTD	2	2
11	P658A I 01 3	EQUIP MTD	2	3
JJ	RP970A1008	EQUIP MTD	1	3
11	RP417A I 009	EQUIP MTD	3	3
11	LP920A I 013	EQUIP MTD	1	3
11	315046B	EQUIP MTD	1	2
11	RP471A I 002	EQUIP MTD	1	3
11	RP972A I006	EQUIP MTD	1	3
11	R4222D I013	EQUIP MTD	1	3
11	T651A J 269	EQUIP MTD	2	3
11	TG500A I 003	EQUIP MTD	1	3
11	R4222D J 013	EQUIP MTD	4	3
11	MP918B	EQUIP MTD	10	3
11	VP531 A!O J 2	EQUIP MTD	1	3
12	MP909E I 018	EQUIP MTD	4	3
12	RP4 J 7AI009	EQUIP MTD	10	3
12	MP91 881014	EQUI P MTD	8	3
2	TP970A1 008	PANEL MTD	3	3
2	PP904A1 001	PANEL MTD	3	3
2	PP90481017	PANEL MTD	3	3
3	FMSF-15'	EQUIP MTD	1	2
3	FMSF-1 6'	EQUIP MTD	1	2
3	FMSF-28 x20"	EQUIP MTD	1	2
3	3149228	EQUIP MTD	2	2
3	RP670A I 001	PANEL MTD	1	3
3	PP904A I001	PANEL MTD	1	3
4	FMSF 54 x28	EQUIP MTD	1	2
4	FMSF 64 x30	EQUIP MTD	1	2
4	3149228	EQUIP MTD	1	2
4	RP670A I 00 1	PANEL MTD	1	3
4	PP904A I 001	PANEL MTD	1	3
4	FMSF 18 x 18	EQUIP MTD	1	2
4	FMSF 30 x 28	EQUIP MTD	1	2
5	FMSF 32" 0	EQUIP MTD	1	2
5	3149228	EQUIP MTD	2	2
5	RP670A1 001	EQUIP MTD	1	3
5	PP904A I 001	EQUIP MTD	1	3
6	CLEAFS-405	EQUIP MTD	1	3
6	LP920A1 013	EQUIP MTD	1	3
6	3150468	EQUIP MTD	1	2
6	LP920A I 005	EQUIP MTD	1	3
6	L480G1 044	EQUIP MTD	1	3
6	MP909E I 034	EQUIP MTD	3	3
6	L7092A I 015	EQUIP MTD	3	3
6	TP970A1 004	EQUIP MTD	1	3

6	14002132-10	IEQUIP MTD	1	2
6	14002430-001	EQUIP MTD	1	2
6	V5011 A I 346	EQUIP MTD	1	2
6	MP953C I 067	EQUIP MTD	1	3
6	RP41881071	PANEL MTD	1	3
6	RP970A I 008	PANEL MTD	1	3
6	RP471A I 002	PANEL MTD	1	3
6	RP972A1006	PANEL MTD	1	3
6	SP970C I001	PANEL MTD	1	3
7	L7092A I 015	EQUIP MTD	3	3
7	MP91881006	EQUIP MTD	1	3
7	8KDEPDIHAA40	EQUIP MTD	2	3
7	CLEAFS-405	EQUIP MTD	3	3
7	LP920A I021	EQUIP MTD	1	3
7	3150468	EQUIP MTD	1	2
7	MP909E I 018	EQUIP MTD	2	3
7	L480G1044	EQUIP MTD	1	3
7	LP920A I 039	EQUIP MTD	1	3
7	V5013A I 062	EQUIP MTD	1	3
12	P658A I 013	EQUIP MTD	2	3
12	TP970A I 004	EQUIP MTD	2	3
12	14002132-101	EQUIP MTD	2	2
12	14002430-001	EQUIP MTD	3	2
12	LP920A I 013	EQUIP MTD	1	3
12	3150468	EQUIP MTD	1	2
12	R4222D1013	EQUIP MTD	2	3
12	P658A I 005	EQUIP MTD	1	3
12	RP67081017	EQUIP MTD	1	3
12	RP471A I 002	EQUIP MTD	1	3
12	TP978A I006	EQUIP MTD	1	3
12	14001984-500	EQUIP MTD	1	2
12	WP241C6D2COC	EQUIP MTD	1	4
12	WP241G6D2COC	EQUIP MTD	1	4
12	WP241Y6DOCOC	EQUIP MTD	1	4
12	WP241Y6DOCOC	EQUIP MTD	1	4
12	WP241Y6DOCOC	EQUIP MTD	4	4
12	HKN80108	EQUIP MTD	6	4
12	WP260	EQUIP MTD	1	4
13	TP970A I 004	EQUIP MTD	7	3
13	14002132-101	EQUIP MTD	7	2
13	14002430-00 1	EQUIP MTD	7	2
13	P658A I 005	EQUIP MTD	15	3

**TSCI**

One (1) time per week plus two (2) chiller visits per year

Spring visit - chiller start-up service and inspection

Fall visit - chiller end of season service, inspection, and oil analysis

Preventative Maintenance Inspections shall be provided once a week, (52 times per year, each visit will consist of 8 hours).

One (1) Building Automation System- Brand: Andover (See Attached Parts List)

One (1) Chiller- Brand: Trane Model #CVHF770 Location: Energy Plant  
 One (1) Chiller- Brand: Trane Model #CVHE500 Location: Energy Plant

**CONTROLS TO BE MAINTAINED AT TSCI**

(Quantities Listed are approximate)

<u>Quantity</u>	<u>Component</u>	<u>Location</u>
4	Air Handling Units	Housing Unit 1
34	Terminal Units	Housing Unit 1
4	Exhaust Fans	Housing Unit 1
3	Air Handling Units	Housing Unit 2
3	Exhaust Fans	Housing Unit 2
25	Terminal Units	Housing Unit 2
3	Air Handling Units	Housing Unit 3
3	Exhaust Fans	Housing Unit 3
25	Terminal Units	Housing Unit 3
28	Terminal Units	Special Management-East
6	Exhaust Fans	Special Management-East
19	Terminal Units	Special Management-West
5	Exhaust Fans	Special Management-West
2	Air Handling Units	Special Management
6	Exhaust Fans	Administration Area
1	CRAC Unit	Administration Area
29	Reheat Coils	Administration Area
2	Air Handling Units	Administration Area
1	Air Handling Unit	Gate House
4	Reheat Coils	Gate House
4	Exhaust Fans	Gate House
2	Air Handling Units	Medical and Religious Area
3	Reheat Coils	Medical and Religious Area
2	Pumps	Medical and Religious Area
11	Terminal Units	Medical and Religious Area
1	Fan Coil Unit	Energy Center
3	Exhaust Fans	Energy Center
2	Air Handling Units	Energy Center
1	Generator	Energy Center
9	Hot Water Pumps	Energy Center
6	Chilled Water Pumps	Energy Center
1	Cooling Tower	Energy Center
3	Boilers	Energy Center
2	Chillers	Energy Center
1	Make-Up Air Unit	Energy Center
1	Fan Coil Unit	Dining and Kitchen Area
2	Air Handling Unit	Dining and Kitchen Area
17	Terminal Units	Dining and Kitchen Area
1	Make-Up Air Unit	Dining and Kitchen Area
2	Air Handling Units	Education and Gym Area
14	Reheat Coils	Education and Gym Area
35	Terminal Units	CS!
4	Air Handling Units	CS!
1	Make-Up Air Unit	CS!
1	Fan Coil Unit	CS!

**NCCW**

One (1) time per month at eight (8) hours per visit.

Two (2) Building Automation System-

System 1 (A, B and C Buildings) Brand: Honeywell WEB 51201

System 2 (West Hall) Brand: Honeywell WEB 201

One (1) time per month for eight (8) hours each visit

Four (4) Building Automation System-

System 1 (A, B and C Buildings) Brand: Honeywell WEB 51201

System 2 (West Hall) Brand: Honeywell WEB 201

System 3 (D & E Building) Brand: Honeywell 403 R2

System 4 (Administration Building) Brand: Honeywell JACE 403

D&E Building:

Mechanical Room #2117 (2) Carrier Furnaces F4 & F6

Mechanical Room #2125 (1) Carrier Furnace F5

Mechanical Room #122 (2) Carrier Furnaces F1 & F3

Mechanical Room (East) (1) Carrier Furnace F2

Administration:

Mechanical Room #1154 (5) Trane Furnaces F1 F2 F3 F4 F5

Mechanical Room #1103 (2) Trane Furnaces F6 F7

B Building:

Re-Heat Coils (RHC) located in the Mechanical Room

1 thru 24 and 40 & 41

Exhaust Fans

12 thru 17

C Building:

Re-Heat Coils (RHC) located in the Mechanical Room

25 thru 39 and 42

Exhaust Fans

18 thru 21

A Building:

Control Ball Valves and Actuators

A102

A103S

A103N

A105

A111

A112

A113

A114

A115

A117

A118

A119

A120

A121

A122

A123	A130	A131
A132	A133	A134
A135	A136	A137
A139	A140	A141
A143	A146	A152
A154	A155	A156S
A156N		

Exhaust Fans  
1,2,3,4,5,7,8,9,10  
Hot Water Boilers B1 and B2  
ABC Chiller

West Hall:  
Furnace Rooms: (2) Luxaire Furnaces

### **WEC**

Two (2) times per year (spring and fall) Twelve (12) hours each visit

One (1) Building Automation System- Brand: Barber Coleman  
One (1) DX (air conditioner) - Brand: Trane Model # RAUJC80EEB0320DF0000  
Serial# C12D0261 Location: North of Maintenance

#### Server Requirements:

- a. Server and Processor; HP DL360 E5530 BASE
- b. Warranty; HPE 3YR 24X7X4 DL360
- c. Hard Drives: HP 146GB 3G PLUG SAS 10K SFF DP HD
- d. DVD Drive: HP DL360 G6 12.7 MM SATA DVD
- e. Power Supply: HP 460W HE 12V HOTPLUG AC PWR SUPPLY
- f. Operating System: MS MBL WIN SRV STD 2008 R2
- g. SQL Server: MS MBL SQL SRV STD 2008  
(HVAC SQL Server, Serial #: MXQ02302FQ; DNS Name: ILOMXQ02302FQ)
- h. UPS: Minuteman Endeavor ED 1500RM2U

#### Work Station Requirements:

- a. Dell OPTIPLEX 960 MT – OptiPlex 960 Minitower Base Standard PSU
- b. Processors – Intel Core 2 Quad Q9650 with VT (3.0 GHz, 12M, 1333MHz FSB)
- c. Operating System – Windows 7 Professional Bonus-Windows XP Professional downgrade
- d. Memory – 4GB DDR2 Non-ECC SDRAM, 800 MHz (4DIMM)
- e. Video Card – 256 MB ATIRADEON HD 3450 (Dual DVI/VGA/1 TV-out) full height
- f. Monitors – Dell UltraSharp 1907FPV 19" HAS Monitor, VGA/DVA/1
- g. Keyboard – Dell Quietkey, No Hot keys, English, Black
- h. Mouse – Dell USB Optical Mouse with Scroll, All Black Design
- i. Power Supplies – OptiPlex 960 Minitower Standard Power supply
- j. Security hardware – Chassis Intrusion Switch Option
- k. Boot Hard Drive – 160 GB 3.5" SATA 3.0 Gb/s and 8MB DataBurst Cache
- l. CD ROM/DVD ROM – 16x DVD+RW SATA, Roxio Creator Cyberlink Power DVD
- m. Thermal solutions – Performance Core2Quad
- n. System Management Mode – vPro Secure Advanced Hardware Enabled Systems Management
- o. Documentation – Documentation, English, with 125V Power Cord
- p. Speakers – Dell AX510 Sound Bar for all UltraSharp Flat Panel Displays (Black)

- q. Resource DVD – Resource DVD – contains Diagnostics and Drivers for Vista systems
- r. Hardware Support Services – 3 year Basic Limited Warranty and 3 year NBD On-Site Service
- s. 19. Power Protection & Back up – APC Smart-UPS 750 VA USB & Serial 120V

EQUIPMENT

Air Handler

A Bldg. – AHU-1: Trane Model: MCCA040U8000D00U; Ser. # K00A08586 (motor side)  
 (filter side) Model: MCCA040HBEOC0A0AN; Ser. # K00A08566

Make Up Air Unit

A Bldg. - MAU-1: Trane Model: GSND025AD-M; Ser. # C00A01715

Return air Unit

A Bldg. - RF-1: Trane, no model #, Ser. # K00A08570 & Ser. #K00A08571

Air Handlers

C Bldg. – AHU-2: Trane, Model: MCCA014; Filter Section – K00A08573, Coil Section – K00A08574;

Fan Section: K00A08575

C Bldg. – AHU-3: Trane, Model: MCCA008; Filter Section – K00A08577; Coil Section – K00A08578;

Fan Section – K00A08579

C Bldg. – AHU-4: Trane, Model: MCCA008; Filter Section – K00A008581; Coil Section – K00A08582;

Fan Section – K00A08583

C Bldg. – AHU-5: Trane, Model: MCCA008; Filter Section – K00A08585; Coil Section – K00A8586;

Fan Section – K00A8587

C bldg. – AHU-6: Trane, Model: MCCA008; Filter Section – K00A08589; Coil Section – K00A08590;

Fan Section – K00A08591

VAV Boxes (Fan Powered Boxes)

29 units (varying sizes) Titus Model: DTQS; with MN-FLO3T Controllers mounted on VAV boxes

Air Conditioning Units

A Bldg. – ACCU-1: Trane, Model: RAUJC80EEB0320DF00000; Serial #: C12D02691

C Bldg. – ACCU-2: Trane, Model: TTA240B300CA; Serial #: R143P0FAH

C Bldg. – ACCU-3: Trane, Model: TTA150B300EA; Serial #: R121PMAAH

C Bldg. – ACCU-4: Trane, Model: TTA150B300CA; Serial #: R093LYMAH

C Bldg. – ACCU-5: Trane, Model: TTA120C300EA; Serial #: R133KTBAH

C Bldg. – ACCU-6: Trane, Model: TTA120C300EA; Serial #: R142KORAH

Boilers

A Bldg. – B-1-1: Raypak Hidelta, Model: H-3-0752; Serial #: 0001166879

A Bldg. – B-1-2: Raypak Hidelta, Model: H-3-0752; Serial #: 0001166878

A Bldg. – Circulation Pumps for Boilers B-1-1 and B-1-2

A Bldg. – P-1: U.S. Electrical Motors, Model M-G15AA; Cat. # DJ3S2AMR

Pump: 80 Pump, Model 804TB, Serial # 2086893, Ident. #: 192371, K99  
 A Bldg. – P-2: U.S. Electrical Motors, Model M-G15AA; Cat. #DJ3SAMR  
 Pump: 80 Pump, Model 804TB, Serial #: 2086892, Ident. #: 192371, K99, 2119

Furnaces

C Bldg. – FUR-1: Trane, Model: GND022AHF3000A; Serial #: C00A31750  
 C Bldg. – FUR-2: Trane, Model: GND022AHF3000A; Serial #: C00A31755  
 C Bldg. – FUR-3: Trane, Model: GND022AHF3000A; Serial #: C00A31751  
 C Bldg. – FUR-4: Trane, Model: GND022AHF3000A; Serial #: C00A31754  
 C Bldg. – FUR-5: Trane, Model: GND017AAF3000A; Serial #: C00A31761  
 C Bldg. – FUR-6: Trane, Model: GND017AAF3000A; Serial #: C00A31760  
 C Bldg. – FUR-7: Trane, Model: GND0010AEF3000; Serial #: C00A31758  
 C Bldg. – FUR-8: Trane, Model: GND0010AEF3000; Serial #: C00A31759

Unit Heaters

C Bldg. – UH-1: Trane, Model: GDND010AEF10000DL; Serial #: C00A31749  
 C Bldg. – UH-2: Trane, Model: GDND006ADF10000D; Serial #: C00A31743

Exhaust Fans

A Bldg. – EF-1: Loren Cook, Model: 180C6B, ¾ hp, staff locker rooms  
 A Bldg. – EF-2: Loren Cook, Model: 300V10B, 3 hp, kitchen rangehood  
 C Bldg. – EF-3: Loren Cook, Model: GK2Q74, ¾ hp, North, A & B Dorm restrooms  
 C Bldg. – EF-4: Loren Cook, Model: GK2Q74, ¾ hp, South, D & E Dorm restrooms  
 C Bldg. – EF-5: Unknown, Model: Unknown  
 A Bldg. – EF-6 Loren Cook, Model: 135C4B, ¾ hp, restrooms – Maintenance Hallway, Kitchen restrooms  
 A Bldg. – EF-7, Loren Cook, Model: 135C4B, 1/3 hp, dishwasher

**CSI at NSP**

Two (2) times per year (spring and fall) Eight (8) hours each visit

Buildings under the contract for CSI at NSP:

Laundry  
 Metal Shop  
 Soap Shop

Area	Equipment	Part	Qty	Inspections Per Year
Laundry Facility	Digital Controls	Honeywell WEBs Network Controller	1	2
Laundry Facility	Digital Controls	Honeywell WEBs Power Supply	1	2
Laundry Facility	Digital Controls	Honeywell WEBs Network Cards	1	2
Laundry Facility	Digital Controls	Honeywell WEBs Software Drivers	1	1
Laundry Facility	Digital Controls	Honeywell IO16	1	2
Laundry Facility	Digital Controls	PUL6438SR	2	2
Laundry Facility	Digital Controls	Honeywell Electronic Temperature Sensor	6	2

Laundry Facility	Digital Controls	Honeywell Electronic Damper Actuator	4	2
Laundry Facility	Digital Controls	Honeywell Electronic VAV Controller	0	2
Laundry Facility	Digital Controls	Honeywell Electronic Temperature Sensor	8	2
Laundry Facility	Digital Controls	Honeywell Electronic Humidity Sensor	3	2
Laundry Facility	Digital Controls	Honeywell Electronic Valve Actuator	4	2
Laundry Facility	Digital Controls	Honeywell Electronic Pressure Sensors	4	2
Laundry Facility	Digital Controls	Honeywell CW Valve	2	2
Laundry Facility	Digital Controls	Honeywell HW Valve	2	2
Laundry Facility	Digital Controls	Honeywell Low Limit Controller	2	2
Laundry Facility	Digital Controls	Control Relays	15	2
Laundry Facility	Digital Controls	Current Relays	13	2
Laundry Facility	Electric Meters	H89201	1	2
Metal Shop	Digital Controls	Honeywell XL10 FCU Controller	8	2
Metal Shop	Digital Controls	Honeywell Temperature Sensors	8	2
Metal Shop	Digital Controls	Honeywell damper Actuator	8	2
Metal Shop	Digital Controls	Honeywell Temperature Control Valve	16	2
Metal Shop	Digital Controls	Control Relays	8	2
Metal Shop	Digital Controls	Current Relays	8	2

**LCC**

Three (3) Days of service per month at eight (8) hours per day for a total of twenty four (24) hours per month.

<u>Quantity</u>	<u>Description</u>	<u>Location</u>
4	Air Handler	A Unit
4	Air Handler	B Unit
4	Air Handler	C Unit
4	Air Handler	D Unit
4	Air Handler	E Unit
4	Thermostat	A Unit
4	Thermostat	B Unit
4	Thermostat	C Unit
4	Thermostat	D Unit
4	Thermostat	E Unit
4	Air Handler	A Unit Capsule

4	Air Handler	B Unit Capsule
4	Air Handler	C Unit Capsule
4	Air Handler	D Unit Capsule
4	Air Handler	E Unit Capsule
4	Thermostat	A Unit Capsule
4	Thermostat	B Unit Capsule
4	Thermostat	C Unit Capsule
4	Thermostat	D Unit Capsule
4	Thermostat	E Unit Capsule
2	Air Handler	Control Unit/Clinic Mechanical
6	Thermostat	Control Unit/Clinic Mechanical
1	Air Handler	Compound Conference Room
1	Return Air Handler	Compound Conference Room
3	Thermostat	Compound Conference Room
7	Air Handler	Upper Mechanical Room
7	Return Air Handler	Upper Mechanical Room
6-8	VAB Box	Upper Mechanical Room
13-16	Thermostat	Upper Mechanical Room
1	Air Handler	Boiler Room
1	Thermostat	Boiler Room
8~	VAB Box	Adm. Area
8~	Thermostat	Adm. Area

**D&E**

One (1) Day of service per month at eight (8) hours per day.

<u>Quantity</u>	<u>Description</u>	<u>Location</u>
1	Air Handler	Upper Mechanical Room
1	Return Air Handler	Upper Mechanical Room
35	VAB Box	Upper Mechanical Room
1	Air Handler	Lower Mechanical Room
1	Return Air Handler	Lower Mechanical Room
3-5	VAB Box	Lower Mechanical Room

**CCCL**

Sixteen (16) hours per month.

One (1) Building Pneumatic System

One (1) Air Compressor Ingersoll Rand Model # 2-234d 1.5 Serial # 30t704649

One (1) Air Dryer Hankison Model # 8015 Serial # 0305a-1-9209-112on

Two (2) Air Handlers:

One (1) Air Handler 1 York Model # CS336MMP D Serial # 92-907214A

One (1) Air Handler 2 York Model # CS336MMP D Serial # 92-907214b

One (1) Chiller- Brand: Trane Model # RTAC 1404 UPON UAFN W1TX 1TDN NNON NION NOFX  
N Serial # sn-Uo6h09515 Location: West of Main Building

Four (4) Heating Boilers:

One (1) Boiler 1 LES Model # VW-100 Serial # 92-3452

One (1) Boiler 2 LES Model # VW-100 Serial # 92-3455

One (1) Boiler 3 LES Model # VW-100 Serial # 92-3454

One (1) Boiler 4 LES Model # VW-100 Serial # 92-3453

Two (2) Domestic Hot Water Boilers:

One (1) Boiler 1 Innovation Model # Inn-1350 Serial # G-12-2496

One (1) Boiler 2 Innovation Model # Inn-1350 Serial # G-14-1450

**CO**

Perform system maintenance two (2) times per year (spring and fall) for two (2) hours per visit.

Maintain, inspect and update the Honeywell 600 Jace and entire computer system including the 3.5.406 software as needed.

Inspections shall be for computer system and connections only; to all equipment including but not limited to the handling units, pumps, loops and condensers.

**Form D**  
**Pre Proposal Schedule**  
**79158-03**

<b>Facility</b>	<b>Date and Time</b>
<u>Central Office – Lincoln (CO)</u> Folsom & W. Prospector Place, Bldg. #1 Lincoln, NE 68522	6/15/2015 8:00 AM
<u>Community Correctional Center- Lincoln (CCCL)</u> 2720 West Van Dorn Lincoln, NE 68522	6/15/2015 8:30 AM
<u>Diagnostic &amp; Evaluation Center (DEC)</u> 3220 West Van Dorn Lincoln, NE 68522	6/15/2015 9:00 AM
<u>Lincoln Correctional Center (LCC)</u> 3216 W. Van Dorn Lincoln, NE 68522	6/15/2015 10:00 AM
<u>Cornhusker State Industries (CSI) at Nebraska State Penitentiary (NSP)</u> 14 <sup>th</sup> and Pioneers Blvd. Lincoln, NE 68502	6/15/2015 11:00 AM
<u>Nebraska Correctional Youth Facility (NCYF)</u> 2610 N. 20 <sup>th</sup> Street East Omaha, NE 68110	6/16/2015 8:00 AM
<u>Community Corrections Center- Omaha (CCCO)</u> 2320 Avenue J Omaha, NE 68110	6/16/2015 9:00 AM
<u>Omaha Correctional Center (OCC)</u> 2323 Avenue J Omaha, NE 68110	6/16/2015 10:00 AM
<u>Tecumseh State Correctional Institution (TSCI)</u> 2725 N. Highway 50 Tecumseh, NE 68450	6/16/2015 2:00 PM
<u>Nebraska Correctional Center for Women (NCCW)</u> 1107 Recharge Road York, NE 68467	6/17/2015 8:00 AM
<u>Work Ethic Camp (WEC)</u> 2309 N Hwy 83 McCook, NE 69001	6/17/2015 2:00 PM

**Form E**  
**Bid Submission Sheet**  
**REQUEST FOR PROPOSAL NUMBER 79158-03**  
**Vendor is not required to submit a bid for all locations**

Nebraska Correctional Youth Facility – Monthly cost per service \$ \_\_\_\_\_

Community Correctional Center Omaha – Spring cost per service \$ \_\_\_\_\_

Community Correctional Center Omaha – Fall cost per service \$ \_\_\_\_\_

Omaha Correctional Center – Weekly cost per service \$ \_\_\_\_\_

Tecumseh State Correctional Institute – Weekly cost per service \$ \_\_\_\_\_

Nebraska Correctional Center for Women – Monthly cost \$ \_\_\_\_\_

Work Ethic Camp – Spring cost per service \$ \_\_\_\_\_

Work Ethic Camp – Fall cost per service \$ \_\_\_\_\_

CSI at NSP – Spring cost per service \$ \_\_\_\_\_

CSI at NSP – Fall cost per service \$ \_\_\_\_\_

Lincoln Correctional Center – Monthly cost per service \$ \_\_\_\_\_

Diagnostic and Evaluation Center – Monthly cost per service \$ \_\_\_\_\_

Community Correctional Center Lincoln – Monthly cost per service \$ \_\_\_\_\_

Central Office Lincoln – Spring cost per service \$ \_\_\_\_\_

Central Office Lincoln – Fall cost per service \$ \_\_\_\_\_

**Form E (Continued)  
Bid Submission Sheet**

**REQUEST FOR PROPOSAL NUMBER 79158-03  
Vendor is not required to submit a bid for all locations**

\*Cost for hourly beyond base work (as needed) \$ \_\_\_\_\_

\*Cost for hourly overtime beyond base work (after hours, weekends, holidays) \$ \_\_\_\_\_

**Parts Replacement**

All parts replaced must be billed at standard customer pricing. Parts replacement must be pre-approved by facility representative. Upon request, any parts that need to be replaced must be returned to owner for disposal.

No trip charges, fuel surcharges, or mileage will be allowed. All prices are to be F.O.B. jobsite.

*\*Cost of hourly non-contract work and overtime non-contract work will not be used in the determination of award for contract.*

