

# State of Nebraska REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:  
NE DEPT OF CORRECTIONAL SERVICES  
ATTN: Tim Scharnhorst  
801 W. Prospector Place, Bldg #1  
Lincoln, NE 68522  
Phone: (402) 479-5646

SOLICITATION NUMBER	RELEASE DATE
RFP 88341-O3	October 07, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
November 02, 2016 at 2:00 p.m. Central Time	Tim Scharnhorst, Buyer

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 88341-O3 for the purpose of selecting a qualified Contractor to provide Annual Fire Sprinkler System Inspection at NDCS Facilities.

Written questions are due no later than October 14, 2016, and should be submitted via e-mail to [tim.scharnhorst@nebraska.gov](mailto:tim.scharnhorst@nebraska.gov). Written questions may also be sent by facsimile to (402) 479-5663.

A Pre-Proposal Conference with mandatory attendance will be held on NDCS Central Office on Tuesday, October 18th at 9:00am. See Schedule of Events for complete listing of all Mandatory Walkthroughs.

Bidder should submit one (1) original and two (2) copies 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 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>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will **not** be considered proprietary.

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

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