

**State of Nebraska Department of Correctional Services  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**RETURN TO:**  
NE DEPT OF CORRECTIONAL SERVICES  
ATTN: Chris Kliment  
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<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 91899-O3	July 25, 2017
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
August 29, 2017 2:00 p.m. Central Time	Chris Kliment, Buyer

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Correctional Services, is issuing this Request for Proposal (RFP), RFP Number 91899-O3 for the purpose of selecting a qualified Bidder to provide Courier Service for NDCS Facilities and Locations. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be two (2) years commencing upon execution of the contract by the State notice to proceed. The Contract includes the option to renew for two (2) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:  
[http://das.nebraska.gov/materiel/purchase\\_bureau/bidder/agency-rfp.html](http://das.nebraska.gov/materiel/purchase_bureau/bidder/agency-rfp.html)

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all proposals or responses received regarding this RFP will be posted to the SPB website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, 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, proposal, 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 proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.**

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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.

**After Receipt of Order (ARO):** After Receipt of Order

**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.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. 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 (bidder's) most favorable terms for price.

**Bid/Proposal:** The offer submitted by a bidder in a response to a 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 bidder will not withdraw the bid.

**Bidder:** A bidder 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.

**Central Processing Unit (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.

**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 Award:** Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

**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.

**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 bidder'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 bidder. Bidder 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, or contract, are completed.

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

**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.

**Mail:** Letters, papers, large envelopes, flats, packages, etc. handled transported, and delivered by a person, company, etc.

Flats:

- Have one dimension that is greater than 6 1/8 inches high OR 11-1/2 inches long OR ¼ inch thick.
- Be no more than 12 inches high x 15 inches long x ¾ inch thick.

Packages:

- At least 3 inches high x 6 inches long x ¼ inch thick, and at least 6 ounces.
- No more than 17 inches high x 34 inches long x 17 inches thick, and no more than 35 pounds (25 pounds for books or other printed matter).

**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 Mandatory/ Must and 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.

**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) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a bidder 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 bidders 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 bidder selected is clearly and justifiably the only practical source to provide the service. Determination that the bidder 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.

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

**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 bidder 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 or service.

**Bidder:** 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.

**Bidder 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 bidder performance report will become a part of the permanent record for the Contractor. The State may require bidder to cure. Two such reports may be cause for immediate termination.

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

**Work Day:** See Business Day.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing Courier Service for NDCS Facilities and Locations at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this RFP reside with the Department of Correctional Services. The point of contact (POC) for the procurement is as follows:

Name: Chris Kliment, Buyer  
 Agency: Department of Correctional Services  
 Address: 801 W. Prospector Place, Bldg #1  
 Lincoln, NE 68522  
 Telephone: 402-479-5718  
  
 E-Mail: chris.kliment@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

**C. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1. Release RFP	July 25, 2017
2. Last day to submit written questions	August 8, 2017
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchase_bureau/bidder/agency-rfp.html">http://das.nebraska.gov/materiel/purchase_bureau/bidder/agency-rfp.html</a>	August 11, 2017
4. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	August 29, 2017 2:00 PM Central Time
5. Review for conformance of RFP requirements	August 29, 2017
6. Evaluation period	August 30-31, 2017
7. Post "Letter of Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchase_bureau/bidder/agency-rfp.html">http://das.nebraska.gov/materiel/purchase_bureau/bidder/agency-rfp.html</a>	September 6, 2017
8. Contract finalization period	September 11, 2017
9. Contract award	September 15, 2017
10. Contractor start date	October 1, 2017

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the Nebraska Department of Corrections and clearly marked "RFP Number 91899-O3; Courier Service for NDCS Facilities and Locations Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to [chris.kliment@nebraska.gov](mailto:chris.kliment@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at [http://das.nebraska.gov/materiel/purchase\\_bureau/bidder/agency-rfp.html](http://das.nebraska.gov/materiel/purchase_bureau/bidder/agency-rfp.html) per the Schedule of Events.

**E. RECYCLING (§81-15,159(d)(2))**

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. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**F. PRICES**

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 documentation 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.

**G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the Intent to Award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

Construction Contractors are required 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.

**H. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an Intent to Award, or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;

4. Submitting a proposal on behalf of another party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

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

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through IV 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 RFP, 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.

**J. SUBMISSION OF PROPOSALS**

Bidders should submit one proposal marked on the first page: "ORIGINAL", and two (2) copies. If multiple proposals are submitted the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I part B on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-479-5718 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP 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 the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

**K. BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

**L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

Violation of the terms and conditions contained in this RFP 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. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. 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.

**M. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable

only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**N. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**O. PROPOSAL OPENING**

Anyone may attend the opening. It is considered a public opening. For services, the Buyer will read the names of the respondents. A List of Respondents will be posted to the SPB website. The bids will **NOT** be available for public viewing until the evaluation process has been completed and the Intent to Award has been posted to the SPB website. Information identified as proprietary by the submitting bidder, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

**P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method.
2. Clarity and responsiveness of the proposal;
3. Completed Section II thorough IV;
4. Completed State Cost Proposal Template.

**Q. EVALUATION OF PROPOSALS**

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
  - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the RFP;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - c. whether the bidder can perform the contract within the specified time frame;
  - d. the quality of bidder performance on prior contracts;
  - e. such other information that may be secured and that has a bearing on the decision to award the contract; and
2. Cost Proposal.

**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 proposal 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 bidder within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. 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
4. 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.

**R. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. 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.

**S. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, 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. Reference and credit checks may be grounds to reject a proposal, withdraw an Intent to Award, or rescind the award of a contract.

**T. AWARD**

The State reserves the right to evaluate proposals and to award contracts in a manner and utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process for some actions, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new bid opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Bidder qualifications and capabilities; and
6. State contract management requirements and/or costs.

The RFP does not commit the State to award a contract. Once Intent to Award decision has been determined, it will be posted to the Internet at:

[http://das.nebraska.gov/materiel/purchase\\_bureau/bidder/agency-rfp.html](http://das.nebraska.gov/materiel/purchase_bureau/bidder/agency-rfp.html)

Grievance and protest procedure:

1. Within ten (10) business days of the intent to award decision being issued, grievances or protests are to be expressed in writing to the NDCS Materiel Division 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.

2. A response will be made in writing by the NDCS Materiel Administrator, generally within ten (10) business days of receipt of the grievance/protest by the Materiel Division Administrator.
3. **If the response from the NDCS Materiel Division Administrator has not satisfied the grievance**, the bidder may make a written request for a meeting with the NDCS Materiel Division Administrator and the NDCS Deputy Director of Administration, Department of Correctional Services via U.S. Mail - P.O. Box 94661 Lincoln, NE 68509-4661. Such request shall: (1) reference the bid number; (2) include the specific issues disputed; (3) provide a point of contract and mailing address, and (4) must be received within ten (10) business days of the date of the Materiel Division Administrator's response in order to be considered a valid meeting request.
4. A meeting will be scheduled and held with the bidder, NDCS Materiel Division Administrator, and NDCS Director of Administrative Services for the bidder to present their issues.
5. A written final decision will be sent to the bidder, generally within ten (10) business days, unless additional time is necessary to fully examine the issues presented.
6. If desired, a bidder may opt to skip Steps 1 & 2, and grieve simultaneously to the NDCS Materiel Division Administrator and the NDCS Director of Administrative Services (begin with Step 3 above).

Any protests must be filed by a bidder within ten (10) business days after the Intent to Award decision is posted to the Internet.

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through IV as part of their proposal.** Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder’s commercial contracts and/or documents for this RFP.

The bidder should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder’s proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

**A. GENERAL**

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

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor’s proposal (RFP and properly submitted documents)
5. The executed Contract and any Addendum one to Contract, if applicable; and,
6. Amendments/Addendums to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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 the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor’s submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.



**B. NOTIFICATION**

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

Communications regarding the executed contract 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 below, 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.

Chris Kliment, Buyer  
 801 W. Prospector Place, Bldg. #1  
 Lincoln, NE 68522  
 (402) 479-5718  
 (402) 479-5663 - fax

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.

**C. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. 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.

**E. CHANGE ORDERS**

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

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The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. 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, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**H. NON-WAIVER OF BREACH**

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**I. 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 provision held to be invalid or illegal.

**J. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party 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 for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, 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, Subcontractors, 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, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**K. 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 Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

**L. ASSIGNMENT, SALE, OR MERGER**

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

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**N. 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, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may be granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

**O. CONFIDENTIALITY**

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.

**P. 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; and,
  - i. In the event funding is no longer available.

**Q. CONTRACT CLOSEOUT**

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

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data 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;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor’s representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

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

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

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

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

1. Any and all pay, benefits, and 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 that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor’s employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor’s employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.



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

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

**B. 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 RFP 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.

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

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 Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, 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 RFP.

**D. COOPERATION WITH OTHER CONTRACTORS**

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

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

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

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**G. INSURANCE REQUIREMENTS**

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not

commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or with in (one) (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and (one) (1) year following termination or expiration of the contract.

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.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**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 contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>		
<b>COMMERCIAL GENERAL LIABILITY</b>		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Fire Damage		\$50,000 any one fire
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
Abuse & Molestation		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
<b>WORKER'S COMPENSATION</b>		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
USL&H Endorsement		Statutory
Voluntary Compensation		Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>		
Over Primary Insurance		\$5,000,000 per occurrence
Includes Non-Owned Disposal Sites		
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory."		

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**3. EVIDENCE OF COVERAGE**

The Contractor should furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work.

Send To:

Department of Correctional Services  
Purchasing Division  
801 W. Prospector Place, Bldg. #1  
Lincoln, NE 68522

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.

Reasonable notice of cancellation of any required insurance policy must be submitted to Department of Correctional Services when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**H. 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.

**I. 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 a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP 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 an appearance of conflict of interest.

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

**J. 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.

**K. 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 Subcontractors 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 in writing between the State and the Contractor.

**L. 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. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**M. 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 upon request 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.

**N. 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.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

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.

**B. TAXES (Statutor)**

The State is not required to pay taxes 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.

**C. 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: 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.

**D. 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 Subcontractor 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.

**E. 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. (Neb. Rev. Stat. Section 73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) 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 termination. All obligations of the State to make payments after the termination date will cease. 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.

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5% to 3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the



Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

**V. PROJECT DESCRIPTION AND SCOPE OF WORK**

The bidder should provide the following information in response to this RFP.

**A. SCOPE OF WORK**

**Mail:** Letters, papers, large envelopes, flats, packages, etc. handled transported, and delivered by a person, company, etc.

**Flats:**

- Have one dimension that is greater than 6 1/8 inches high OR 11-1/2 inches long OR 1/4 inch thick.
- Be no more than 12 inches high x 15 inches long x 3/4 inch thick.

**Packages:**

- At least 3 inches high x 6 inches long x 1/4 inch thick, and at least 6 ounces.
- No more than 17 inches high x 34 inches long x 17 inches thick, and no more than 35 pounds (25 pounds for books or other printed matter).

**COURIER SERVICE/MAIL PICKUP AND DELIVERY**

- ✚ MAIL DELIVERY TO/FROM—LINCOLN LOCATIONS
- ✚ MAIL & PHARMACEUTICAL DELIVERY TO OMAHA LOCATIONS
- ✚ MAIL & PHARMACEUTICAL DELIVERY TO NDCS YORK LOCATION
- ✚ MAIL & PHARMACEUTICAL DELIVERY TO TECUMSEH FACILITY

1. The Nebraska Department of Correctional Services is seeking to establish a contract with a qualified bidder or bidders for the provision of courier services at the Lincoln-area facilities of the Nebraska Department of Correctional Services, Mail/Pharmaceutical Delivery to Omaha Locations, Tecumseh, NE, and York, NE.
2. **Bidders shall supply references of three (3) commercial accounts**, with name and phone number of contact with the completed Invitation to Bid form.
3. **Bidders shall provide** with the Request For Proposal a description of the company’s policies regarding hiring of employees, background checks, and length of time in business. Brochures, etc., will be accepted as part of this requirement.
4. Observed State Holidays are listed below. No courier service is required on these days.

<b>a. State Holidays</b>	
<b>b. Holiday</b>	<b>c. When celebrated</b>
d. New Year's Day	e. January 1 *
f. Martin Luther King Day	g. Third Monday in January
h. President's Day	i. Third Monday in February
j. Arbor Day	k. Last Friday in April
l. Memorial Day	m. Last Monday in May

n. Independence Day	o. July 4 *
p. Labor Day	q. First Monday in September
r. Columbus Day	s. Second Monday in October
t. Veterans Day	u. November 11 *
v. Thanksgiving Day	w. Fourth Thursday in November
x. Day after Thanksgiving	y. Friday following Thanksgiving
z. Christmas Day	aa. December 25 *
5. If on Saturday, Holiday observed on Friday	
6. If on Sunday, Holiday observed on Monday	

7. Performance during adverse weather conditions, note the following:

- a. For service at the Lincoln area facilities—if weather conditions are adverse, the courier will not be strictly held to the itinerary times below; prudence and good judgment should be exercised while running the route.
- b. For Service to the Omaha Correctional Center and the Nebraska Correctional Youth Facility—if weather conditions are adverse, the courier will not be strictly held to itinerary times; prudence and good judgment should be exercised while running the route.
- c. For Service to the Nebraska Correctional Center for Women/York—if weather conditions are adverse, the courier will not be strictly held to itinerary times; prudence and good judgment should be exercised while running the route.
- d. For Service to the Tecumseh State Correctional Institution, - if weather conditions are adverse, the courier will not be strictly held to the itinerary times below; prudence and good judgment should be exercised while running the route.
- e. For any route—if conditions are such that State Offices are closed due to weather or civil emergency, no courier service will be required that day.

8. Requirements for the vehicle used by courier in performance of contracted duties are as follows:

- a. Provide all vehicles/transportation necessary to accomplish the schedule.
- b. Vehicle must be in safe operating condition.
- c. The acceptable minimum size of transport vehicle is a standard minivan.
- d. No age limit or specific colors required; vehicle must be in good order and safe to operate.
- e. Vehicles used must be capable of hauling 150 cubic feet of mail and related parcels as necessary.

9. Past performance of route has not shown any additional cargo capacity is needed after a three-day weekend (Saturday, Sunday, and Monday as a state holiday).

10. Time frame for Lincoln-area itinerary has been performed consistently in the past within plus/minus 10 minutes. DCS contacts will train the bidder's technicians, including sorting of mail, at the locations where this is required.

- a. Departmental articles broken or damaged during routine service shall be repaired or replaced at the Contractor's expense. This includes state-owned property such as walls, fences, etc.

**B. WORK PLAN**

**COURIER SERVICE – LINCOLN AREA**

1. Contractor will provide daily service Monday through Friday of every week, excluding holidays. Contractor must have enough personnel available to provide backup services as needed. No evening or weekend service is required. A stop-by-stop itinerary is attached (see ITINERARY).
2. Contractor will be trained by DCS staff in the sorting and distribution of the mail at DCS Central Offices. DCS contacts will work with the Contractor in the event of illegible or inadequately addressed mail or parcels.
3. Contractor will not be asked or required to carry any bio-hazardous material.
4. Contractor will provide courier service from the Dialysis Center of Lincoln to NSP. NDCS will give a one (1) day notice (calling prior to noon the day before).
5. Contractor will provide courier service from Diagnostic & Evaluation Center to the Nebraska State Patrol Crime Lab (Closes at 3:30 p.m. cst). Pickups would be weekly on every Friday of the month between the hours of 1:30 and 2:00 pm. (unless Holiday). Deliveries would be within 90 minutes from the time of pickup. Service will include obtaining a shipper's signature at the pick-up point, and a consignee's signature at the delivery point, which will be filed and available when needed.

**DCS LINCOLN FACILITIES/SERVICE LOCATIONS**

**DCS Central Office Building #1**

Chris Kliment, Asst. Materiel Administrator  
YY Building  
Folsom and West Prospector Place  
Lincoln, NE 68522 (located on the grounds of the Lincoln Regional Center)  
(402) 479-5718

**United States Postal Service**

Indian Village Station  
1201 Calvert  
Lincoln, NE 68502

**Nebraska State Patrol Crime Lab (closes at 3:30 p.m.)**

1233 Arapahoe Street  
Lincoln, NE 68502

**Dialysis Center of Lincoln**

Northwest 4911 N. 26<sup>th</sup>, Ste 106  
Lincoln, NE 68510

**Lincoln Correctional Center (LCC)**

3216 West Van Dorn  
Lincoln, NE 68522

**Diagnostic and Evaluation Center (DEC)**

3220 West Van Dorn  
Lincoln, NE 68522

**Community Correctional Center—Lincoln (CCCL)**

2720 West Van Dorn  
Lincoln, NE 68522

**DCS Pharmacy**

2620 West Van Dorn  
Lincoln, NE 68522

**Federal Surplus Property (FSP)**

2700 West Van Dorn

Lincoln, NE 68522

**Nebraska State Penitentiary (NSP)**

14<sup>th</sup> and Pioneer Blvd.  
Lincoln, NE 68542

**DCS Central Warehouse**

1001 Pioneer Blvd.  
Lincoln, NE 68502

**Cornhusker State Industries (CSI)**

800 Pioneer Blvd.  
Lincoln, NE 68502

**C. DELIVERABLES (REQUIRED) (THIS IS WHAT THE CONTRACTOR IS SUPPOSED TO DO OR PROVIDE)  
ITINERARY/TIMELINE — LINCOLN FACILITIES MAIL ROUTE**

Below is the required timeline/itinerary for the daily pickup and delivery of mail within the Department of Correctional Services Lincoln facilities/locations. Timelines are approximate, but attainable, based on previous performance. Required start and stop times should be considered accurate within +/- 10 minutes.

0800 Pick-up mail intended for LCC, DEC, NSP and CCCL from mail slots/mail box located in the front hallway of Central Office Building #1 (YY Building).

0830 Pick-up mail at Indian Village Post Office for Box 2500 (NSP), Box 2800 (LCC), and Box 2200 (CCCL).

0840 Deliver mail to NSP Mailroom and pick up Pharmacy/Medical Supply mail from the NSP Records Office mail slots. Pick up tub of mail from the NSP mailroom.

0845 Pick-up mail from mailbox and driveway entrance to DCS Central Warehouse area (box is located where service road meets Pioneer Blvd).

0850 Pick-up mail from the mailbox in front of CCCL (outside) for Pharmacy, CCCL, LCC, DEC, and FSP.

0900 Deliver mail to CCCL Mailroom and pick up any returning mail.

0905 Deliver mail to LCC Mailroom and pick up any returning mail.

0930 Return to Building #1 (YY Building).

**0945 FIRST HALF OF MAIL RUN IS NOW COMPLETE**

1010 Pick-up mail for LCC, DEC, CCCL, FSP, Central Warehouse, and Pharmacy from the mail slots/mail sorter in the front desk area of Central Office Building #1 (YY Building). Also pick up and sign for four (4) locked mailbags from Accounting, which are located inside the bottom portion of the mail sorter cabinet. There will be one (1) bag each for: LCC, DEC, and CCCL and FSP.

1020 Deliver mail to FSP and pick up all returning mail.

1025 Deliver Pharmacy mail to DCS Pharmacy. Pick up any returning mail.

1040 Deliver mail to CCCL Mailroom and one (1) locked mailbag to CCCL Control Center. Pick up all returning mail and sign for one (1) locked mailbag.

1050 Deliver mail and two (2) locked mailbags for DEC/LCC to LCC Mailroom and DEC Receptionist. Pick up all returning mail and sign for the two (2) locked mailbags (LCC/DEC). Do not depart LCC mailroom with returning mail prior to 1050.

1110 Return to Central Office Building #1 (YY Building) and distribute mail into proper mail slots. Deliver four (4) locked mailbags to Accounting and pick up and sign for the one (1) locked mailbag for NSP and one (1) for Cornhusker State Industries (CSI). Return to mail sorter and pick up mail for NSP, Central Warehouse.

1115 Deliver mail and one (1) locked mailbag to NSP Mailroom. Pick up all returning mail and sign for the one (1) locked mailbag.

1120 Deliver mail to DCS Central Warehouse and pick up all returning mail from their Purchasing mail slot.

- 1125 Deliver mail and one (1) locked bag to CSI at 800 Pioneers Blvd. Pick up all returning mail and sign for one (1) locked mailbag.
- 1130 Return to Central Office Building #1 (YY Building) and distribute mail. Take NSP and CSI locked mailbags up to Accounting.

**THIS COMPLETES THE DAILY LINCOLN MAIL RUN**

**DCS CONTACT**

Chris Kliment, Asst. Materiel Administrator  
Building #1, YY Building  
Folsom and West Prospector Place  
Lincoln, NE 68522  
(402) 479-5718

**Please note:**

If courier discovers that the mailbags at the YY Building (Building #1) are NOT locked, they are to notify NDCS Accounting immediately. (The Employee at the front reception desk can help courier do this.)

If courier discovers that the mailbags at any DCS facility are NOT locked, they are to notify that facility's mailroom immediately. (DCS staff on site can help courier with this.)

**MAIL & PHARMACEUTICAL DELIVERY SERVICE TO OMAHA FACILITIES**

- Contractor will provide daily service Monday through Friday of every week, excluding holidays. Contractor must have enough personnel available to provide backup services as needed. No evening or weekend service is required. A stop-by-stop itinerary is attached (see ITINERARY/TIMELINE).
- Contractor will be trained by DCS staff in the sorting and distribution of the mail at DCS Central Offices. DCS contacts will work with the Contractor in the event of illegible or inadequately addressed mail or parcels.
- Contractor will pick-up pharmaceuticals in locked med boxes at the Main DCS Pharmacy, 2620 West Van Dorn, Lincoln, NE 68522 and deliver to the Omaha Correctional Center (OCC), 2323 Avenue J, Omaha, NE 68110, and then to the Nebraska Correctional Youth Facility (NCYF), 2610 North 20<sup>th</sup> Street, Omaha, NE 68110.
- Medication Boxes to be picked up at DCS Pharmacy are equipped with two (2) locks per box. Contractor and DCS Pharmacy staff will mutually verify that all locks on each box are secure prior to being loaded. DCS Pharmacy staff will ensure that a "kite medication sign-off sheet" is enclosed with each medication box prior to boxes being locked and loaded. DCS Pharmacy staff will keep a master list of all medications being sent with Contractor on each delivery run.
- Contractor will not be asked or required to carry any bio-hazardous material.

**DCS CENTRAL OFFICE/PHARMACY/DCS OMAHA FACILITIES/SERVICE LOCATIONS**

**DCS Central Office Building #1**

Chris Kliment, Asst. Materiel Administrator  
YY Building (Building #1)  
Folsom and West Prospector Place  
Lincoln, NE 68522 (located on the grounds of the Lincoln Regional Center)  
(402) 479-5718

**DCS Pharmacy**

2620 West Van Dorn  
Lincoln, NE 68522  
Kathy Deprez, Director of Pharmacy  
(402) 471-7805

(402) 471-7806

**Omaha Correctional Center (OCC)**

2323 Avenue J  
Omaha, NE 68110  
Mary Whelton, RN, Associate Director of Nursing  
(402) 449-1011  
(402) 595-3963

**Nebraska Correctional Youth Facility (NCYF)**

2610 North 20<sup>th</sup> Street  
Omaha, NE 68110  
Mary Whelton, RN, Associate Director of Nursing  
(402) 977-7452  
(402) 595-2000

**ITINERARY/TIMELINE – OMAHA FACILITIES**

Below is the required timeline/itinerary for the daily pickup and delivery of pharmaceuticals. Timelines are approximate, but attainable. Required start and stop times should be considered accurate with +/- 10 minutes.

Medication Boxes to be picked up at DCS Pharmacy are equipped with two (2) locks per box. Contractor and DCS Pharmacy staff will mutually verify that all locks on each box are secure prior to being loaded. DCS Pharmacy staff will ensure that a “kite medication sign-off sheet” is enclosed with each medication box prior to boxes being locked and loaded. DCS Pharmacy staff will keep a master list of all medications being sent with Contractor on each delivery run.

Upon arrival at each Omaha facility, DCS Medical staff will verify receipt of actual meds against the “kite medication sign-out sheet” that is enclosed with each box.

- 1100 Pick-up mail intended for OCC and NCYF from mail slots/mail box located in the front hallway of Central Office Building #1 (YY Building). There will be two (2) locked mailbags, which will be signed for in Accounting.
- 1130 Pick-up pharmaceuticals at DCS Pharmacy,
- 1430 Arrive at OCC no later than 3:00 P.M.; deliver medical boxes to Medical Services and deliver mail to mailroom. Pick up any returning mail

Immediately upon leaving OCC, proceed to NCYF for delivery to Medical Services and mail/locked mailbag, which will be signed for.

- 1600 Return to Central Office Building #1 (YY Building) and distribute mail. Return medication boxes to DCS Pharmacy the next day, and pick up new boxes.

**THIS COMPLETES THE DELIVERY ROUTE**

## **MAIL & PHARMACEUTICAL DELIVERY SERVICE TO YORK FACILITY**

- ❑ Contractor will provide daily service Monday through Friday of every week, excluding holidays. Contractor must have enough personnel available to provide backup services as needed. No evening or weekend service is required. A stop-by-stop itinerary is attached (see ITINERARY/TIMELINE).
- ❑ Contractor will be trained by DCS staff in the sorting and distribution of the mail at DCS Central Offices. DCS contacts will work with the Contractor in the event of illegible or inadequately addressed mail or parcels.
- ❑ Contractor will pick-up pharmaceuticals in locked med boxes at the Main DCS Pharmacy, 2620 West Van Dorn, Lincoln, NE 68522 and deliver to the Nebraska Correctional Center for Women (NCCW) 1107 Recharge Road, York, NE 68467.
- ❑ Medication Boxes to be picked up at DCS Pharmacy are equipped with two (2) locks per box. Contractor and DCS Pharmacy staff will mutually verify that all locks on each box are secure prior to being loaded. DCS Pharmacy staff will ensure that a "kite medication sign-off sheet" is enclosed with each medication box prior to boxes being locked and loaded. DCS Pharmacy staff will keep a master list of all medications being sent with Contractor on each delivery run.
- ❑ Upon arrival at the NCCW (York) facility, DCS Medical staff will verify receipt of actual medications against the "kite medication sign-out sheet" that is enclosed with each box.
- ❑ Contractor will not be asked or required to carry any bio-hazardous material.

### **DCS CENTRAL OFFICE/PHARMACY/DCS YORK FACILITY/SERVICE LOCATION**

#### **DCS Central Office Building #1**

Chris Kliment, Asst. Materiel Administrator

YY Building (Building #1)

Folsom and West Prospector Place

Lincoln, NE 68522 (located on the grounds of the Lincoln Regional Center)

(402) 479-5718

#### **DCS Pharmacy**

2620 West Van Dorn

Lincoln, NE 68522

Kathy Deprez, R.P. Director of Pharmacy

(402) 471-7805

(402) 471-7806

#### **Nebraska Correctional Center for Women (NCCW)**

1107 Recharge Road

York, NE 68467

Tanita Taylor, RN, Associate Director of Nursing

(402) 362-3317 ext 276

(402) 362-3317 ext 234



### ITINERARY/TIMELINE YORK FACILITY

Below is the required timeline/itinerary for the daily pickup and delivery of pharmaceuticals. Timelines are approximate, but attainable. Required start and stop times should be considered accurate with +/- 10 minutes.

Medication Boxes to be picked up at DCS Pharmacy are equipped with two (2) locks per box. Contractor and DCS Pharmacy staff will mutually verify that all locks on each box are secure prior to being loaded. DCS Pharmacy staff will ensure that a "kite medication sign-off sheet" is enclosed with each medication box prior to boxes being locked and loaded. DCS Pharmacy staff will keep a master list of all medications being sent with Contractor on each delivery run.

Upon arrival at the NCCW (York) facility, Medical staff will verify receipt of actual meds against the "kite medication sign-out sheet" that is enclosed with each box.

- 1130 Pick-up mail intended for NCCW from mail slots/mail box located in the front hallway of Central Office Building #1 (YY Building). There will be one (1) locked mailbag, which will be signed for.
- 1140 Pick-up pharmaceuticals at DCS Pharmacy,
- 1300 Arrive at NCCW no later than 1:00 P.M.; deliver medical boxes to Medical Services and mail to Master Control, signing for locked mail bag.
- 1330 Leave NCCW.
- 1600 Return to Central Office Building #1 (YY Building) and distribute mail. Return medication boxes to DCS Pharmacy the next day, and pick up new boxes.

### THIS COMPLETES THE DELIVERY ROUTE

### MAIL DELIVERY SERVICE TO TECUMSEH FACILITY

- Contractor will provide daily service Monday through Friday of every week, excluding holidays. Contractor must have enough personnel available to provide backup services as needed. No evening or weekend service is required. A stop-by-stop itinerary is attached (see ITINERARY/TIMELINE).
- Contractor will be trained by DCS staff in the sorting and distribution of the mail at DCS Central Offices. DCS contacts will work with the Contractor in the event of illegible or inadequately addressed mail or parcels.
- Contractor will be responsible for sorting and distributing mail that is clearly and legibly marked. Training will be provided by DCS staff.
- Contractor will not be asked or required to carry any bio-hazardous material.**

### DCS LINCOLN FACILITIES/DCS TECUMSEH FACILITY/SERVICE LOCATIONS

#### Tecumseh State Correctional Institution

Brandi Holley, Business Manager  
2725 North Highway 50  
Tecumseh, NE 68450  
(402) 335-5111 or (402) 335-5998

#### DCS Central Office Building #1

Chris Kliment, Asst. Materiel Administrator  
YY Building  
Folsom and West Prospector Place  
Lincoln, NE 68522 (located on the grounds of the Lincoln Regional Center)

(402) 479-5718

#### **ITINERARY/TIMELINE TECUMSEH FACILITY**

Below is the required timeline/itinerary for the daily pickup and delivery of mail at the Tecumseh State Correctional Institution. Timelines are approximate, but attainable, based on previous performance. Required start and stop times should be considered accurate within +/- 10 minutes.

0730 Pick-up pharmaceuticals from the DCS Pharmacy.

0830 Pick-up mail intended for TSCI at Central Office Building #1. This will consist of mail for TSCI; all mail will be in a sealed bag or envelope. Also pick up and sign for one (1) locked bag from DCS Accounting intended for TSCI.

0930 Arrive at TSCI no later than 10:00 AM; deliver to TSCI mailroom. Pick up any mail and sign for one (1) locked mail bag.

1030 Leave TSCI; return to DCS Central Office Building #1.

1200 Deliver to Building #1 mail area and return bag to Accounting.

#### **THIS COMPLETES THE DAILY MAIL RUN**

##### **Please note:**

If courier discovers that the mailbags at TSCI are NOT locked, they are to notify that facility's mailroom immediately. (DCS staff on site can help courier with this).

#### **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.

Contractor will bill monthly per delivery location. The Crime Lab/DNA and Dialysis deliveries will be billed monthly with the date of service and type of service on a monthly basis.

## **VI. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

The bidder must use the State's Cost Proposal template contained in this RFP. **THE STATE'S COST SHEET AND ANY OTHER COST PROPOSAL DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

### **A. PRICING SUMMARY**

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal template supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

### **B. PRICES**

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

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 91899-03**

Form A should be completed and submitted with each response to this RFP. 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.

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 should 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**  
**Cost Proposal Sheet**  
**Request for Proposal Number 91899-03**

**FIRM NAME:** \_\_\_\_\_

Bidder shall provide their proposal price below. The initial two (2) year contract has the option to be renewed for two (2) additional two (2) year periods, as mutually agreed upon by the State and the Contractor.

<u>Line #</u>	<u>Location</u>	Unit of Measure	Price
1	<u>COURIER SERVICES: LINCOLN LOCATIONS</u>	Per Month	\$
2	<u>COURIER SERVICES FROM NEBRASKA STATE PENITENTIARY (NSP) AS NEEDED (DNA)</u>	Per Request	\$
3	<u>COURIER SERVICES FROM NSP to LINCOLN DIALYSIS AS NEEDED</u>	Per Request	\$
4	<u>MAIL/PHARMACEUTICAL DELIVERIES TO TECUMSEH, NE</u>	Per Month	\$
5	<u>MAIL/PHARMACEUTICAL DELIVERIES TO OMAHA LOCATIONS</u>	Per Month	\$
6	<u>MAIL/PHARMACEUTICAL DELIVERIES TO YORK, NE</u>	Per Month	\$

**Bidding bidders shall supply references of three (3) commercial accounts**, with name and phone number of contact with the completed Invitation to Bid form.

**Bidding bidders shall provide** with the Request For Proposal a description of the company's policies regarding hiring of employees, background checks, and length of time in business. Brochures, etc., will be accepted as part of this requirement.



Pete Ricketts, Governor

### NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES SUPPLEMENTAL CONTRACT INFORMATION

The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below and submit with your bid documents. Responding "yes" to any question will not disqualify you from consideration, but may necessitate a follow-up information request.

Company Name: \_\_\_\_\_

PO Box Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

Name/Title of Contact: \_\_\_\_\_

	YES	NO
1. To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services? If yes, who?		
2. Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS? If yes, who, how long, and in what capacity?		
3. Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company? If yes, who and what position?		
4. Incorporated companies, please provide the following information: Name of Corporate Entity: _____ Principle Office Address: _____ Registered Agent and Office Address: _____		
5. Non-Incorporated Companies please provide the following information: Owner: _____		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

\_\_\_\_\_  
Company President Signature Date

Scott R. Baker, Director  
Dept of Correctional Services  
P.O. Box 94597 Lincoln, NE 68309-4661  
Phone 402-471-2551 Fax 402-479-5623  
corrections.nebraska.gov

## BIDDER SIGNATURE PAGE

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing (see Section II through IV) and certifies that bidder maintains a drug free work place.

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.

### FORM MUST BE SIGNED USING AN INDELIBLY METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	