State of Nebraska (State Purchasing Bureau)

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
4059Z1	**June 28, 2012**
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 26, 2012 2:00 p.m. Central Time	**Robert Thompson**

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4059Z1 for the purpose of selecting a qualified contractor to provide Beatrice State Developmental Center (BSDC) campus cabling redistribution.

Written questions are due no later than July 12, 2012, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

A Pre-Proposal Conference and site visit with mandatory attendance will be held on July 12, 2012 at 10:00 A.M. Central Time at the Beatrice State Developmental Center, 3000 Lincoln Boulevard, Beatrice, NE 68310-3319. Pre-proposal Conference and site visit will start in the Hospital Lobby.

Bidder should submit one (1) original and six (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

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

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://www.das.state.ne.us/materiel/purchasing/rfp.htm.
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM ..... **i**

TABLE OF CONTENTS ..... **ii**

GLOSSARY OF TERMS ..... **iv**

I. SCOPE OF THE REQUEST FOR PROPOSAL **1**

- **A.** SCHEDULE OF EVENTS 1

II. PROCUREMENT PROCEDURES **2**

- **A.** PROCURING OFFICE AND CONTACT PERSON 2
- **B.** GENERAL INFORMATION 2
- **C.** COMMUNICATION WITH STATE STAFF 2
- **D.** WRITTEN QUESTIONS AND ANSWERS 3
- **E.** PRE-PROPOSAL CONFERENCE 3
- **F.** SUBMISSION OF PROPOSALS 4
- **G.** PROPOSAL OPENING 4
- **H.** LATE PROPOSALS 4
- **I.** REJECTION OF PROPOSALS 4
- **J.** MANDATORY REQUIREMENTS 5
- **K.** REFERENCE CHECKS 5
- **L.** SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS 5
- **M.** VIOLATION OF TERMS AND CONDITIONS 5

III. TERMS AND CONDITIONS **6**

- **A.** GENERAL 6
- **B.** AWARD 6
- **C.** COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION 7
- **D.** PERMITS, REGULATIONS, LAWS 7
- **E.** OWNERSHIP OF INFORMATION AND DATA 7
- **F.** INSURANCE REQUIREMENTS 7
- **G.** COOPERATION WITH OTHER CONTRACTORS 9
- **H.** INDEPENDENT CONTRACTOR 9
- **I.** CONTRACTOR RESPONSIBILITY 9
- **J.** CONTRACTOR PERSONNEL 10
- **K.** STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION 10
- **L.** CONFLICT OF INTEREST 10
- **M.** PROPOSAL PREPARATION COSTS 11
- **N.** ERRORS AND OMISSIONS 11
- **O.** BEGINNING OF WORK 11
- **P.** ASSIGNMENT BY THE STATE 11
- **Q.** ASSIGNMENT BY THE CONTRACTOR 11
- **R.** DEVIATIONS FROM THE REQUEST FOR PROPOSAL 11
- **S.** GOVERNING LAW 11
- **T.** ATTORNEY'S FEES 12
- **U.** ADVERTISING 12
- **V.** STATE PROPERTY 12
- **W.** SITE RULES AND REGULATIONS 12
- **X.** NOTIFICATION 12
- **Y.** EARLY TERMINATION 13

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS 13
AA. BREACH BY CONTRACTOR 14
BB. ASSURANCES BEFORE BREACH 14
CC. PENALTY 14
DD. FORCE MAJEURE 14
EE. PROHIBITION AGAINST ADVANCE PAYMENT 14
FF. PAYMENT 14
GG. INVOICES 15
HH. AUDIT REQUIREMENTS 15
II. TAXES 15
JJ. INSPECTION AND APPROVAL 15
KK. CHANGES IN SCOPE/CHANGE ORDERS 15
LL. SEVERABILITY 16
MM. CONFIDENTIALITY 16
NN. PROPRIETARY INFORMATION 16
OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING 17
PP. PRICES 17
QQ. BEST AND FINAL OFFER 17
RR. ETHICS IN PUBLIC CONTRACTING 18
SS. INDEMNIFICATION 18
TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS 19
UU. ANTITRUST 19
VV. DISASTER RECOVERY/BACK UP PLAN 19
WW. TIME IS OF THE ESSENCE 19
XX. RECYCLING 19
YY. DRUG POLICY 19
ZZ. NEW EMPLOYEE WORK ELIGIBILITY STATUS 19
AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY 20

IV. PROJECT DESCRIPTION AND SCOPE OF WORK 21

A. GENERAL DESCRIPTION 21
B. BID ONE 21
C. BID TWO 23
D. BID THREE 24
E. BID FOUR 25
F. MATERIALS TO BE USED 26
G. WORKMANSHIP 26
H. WARRANTY 27
I. BID SUBMITTALS 28
J. AGENCY CONTACTS 28
K. ADDITIONAL NOTES 28

ATTACHMENT A STANDARD POLICIES AND PROCEDURES 29

ATTACHMENT B BID SHEET 31

Form A Bidder Contact Sheet 32

Form B Notification of Intent to Attend Pre-Proposal Conference 33

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 added or to be added.

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

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

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 Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

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

Business Day: Any weekday, excepting public holidays.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Work Day".

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

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

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 provide.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

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

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

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

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

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.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

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

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Installation Date: The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

May: Denotes discretion.

Mandatory: Required, compulsory or obligatory.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

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: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a 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-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

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 of all software, documentation, and services to be provided by the contractor under the contract.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

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

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes 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: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

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

Responsive Bidder: A bidder who has submitted a bid which conforms in all respects to the solicitation document.

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

System: 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. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

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, 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)).

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Vendor: An actual or potential contractor; a contractor.

Will: Denotes the imperative, required, compulsory or obligatory.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4059Z1 for the purpose of selecting a qualified contractor to provide BSDC campus cabling redistribution.

A contract resulting from this Request for Proposal will be issued for a period of four (4) months effective the date of award, with the option to extend as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	June 28, 2012
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	July 9, 2012
3.	Last day to submit written questions	July 9, 2012
4.	Mandatory Pre-Proposal Conference with site visit Location: Beatrice State Developmental Center 3000 Lincoln Boulevard Beatrice, NE 68310-3319 Conference and site visit will start in the Hospital Lobby. ** Registration Advisement:* *Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.*	July 12, 2012 10:00 AM Central Time
5.	Last day to submit written questions after Pre-Proposal conference	July 12, 2012
6.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	July 16, 2012
7.	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	July 26, 2012 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	July 26, 2012
9.	Evaluation period	July 27, 2012 through July 30, 2012
10.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	July 31, 2012
11.	Contract award	August 15, 2012
12.	Contractor start date	August 15, 2012

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Robert Thompson
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing BSDC campus cabling redistribution at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

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

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations;

3. state staff and/or contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

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

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4059Z1; BSDC campus cabling redistribution Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 4059Z1; BSDC campus cabling redistribution Questions".

Written answers will be provided through an addendum to be posted on the Internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm on or before the date shown in the Schedule of Events.

E. PRE-PROPOSAL CONFERENCE

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

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

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

Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend Pre-Proposal Conference" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

F. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and six (6) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. In addition, one (1) electronic copies of the proposal should be submitted on separate CD's and packaged as required below in section RR. Proprietary Information. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals 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 must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

G. PROPOSAL OPENING

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

H. LATE PROPOSALS

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

I. REJECTION OF PROPOSALS

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.

J. MANDATORY REQUIREMENTS

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

1. Signed Request For Proposal For Contractual Services form;
2. Cost Proposal (Attachment B)

K. REFERENCE CHECKS

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

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

L. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

M. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

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

A. GENERAL

_____ Accept & Initial

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request for Proposal form, 6) the contractor's proposal.

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

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

B. AWARD

_____ Accept & Initial

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

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

Once an intent to award decision has been determined, it will be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

Grievance and protest procedure is available on the Internet at: http://www.das.state.ne.us/materiel/purchasing/agencyservicesprocurementmanual/ProtestGrievanceProcedureForServices.doc

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

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

_____ Accept & Initial

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 or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

_____ Accept & Initial

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

E. OWNERSHIP OF INFORMATION AND DATA

_____ Accept & Initial

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

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

_____ Accept & Initial

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of the 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 the contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the 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 an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

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

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	$1,000,000 combined single limit

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

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

G. COOPERATION WITH OTHER CONTRACTORS

_____ Accept & Initial

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

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.

2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

_____ Accept & Initial

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

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

I. CONTRACTOR RESPONSIBILITY

_____ Accept & Initial

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

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

J. CONTRACTOR PERSONNEL

_____ Accept & Initial

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

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

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

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

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

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

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

_____ Accept & Initial

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

L. CONFLICT OF INTEREST

_____ Accept & Initial

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

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

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

M. PROPOSAL PREPARATION COSTS

_____ Accept & Initial

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

N. ERRORS AND OMISSIONS

_____ Accept & Initial

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

O. BEGINNING OF WORK

_____ Accept & Initial

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

P. ASSIGNMENT BY THE STATE

_____ Accept & Initial

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

Q. ASSIGNMENT BY THE CONTRACTOR

_____ Accept & Initial

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

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

_____ Accept & Initial

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

S. GOVERNING LAW

_____ Accept & Initial

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

T. ATTORNEY'S FEES

Accept & Initial

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

U. ADVERTISING

Accept & Initial

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

V. STATE PROPERTY

Accept & Initial

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

W. SITE RULES AND REGULATIONS

Accept & Initial

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 between the State and the contractor.

X. NOTIFICATION

Accept & Initial

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

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

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

Y. EARLY TERMINATION

The contract may be terminated as follows:

Accept & Initial

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 30 days 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 cancellation 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) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
- **f.** a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
- **g.** contractor intentionally discloses confidential information;
- **h.** contractor has or announces it will discontinue support of the deliverable;
- **i.** second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept & Initial

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

completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

Accept & Initial

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

BB. ASSURANCES BEFORE BREACH

Accept & Initial

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

CC. PENALTY

Accept & Initial

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

DD. FORCE MAJEURE

Accept & Initial

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

EE. PROHIBITION AGAINST ADVANCE PAYMENT

Accept & Initial

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

FF. PAYMENT

Accept & Initial

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH

deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.§

GG. INVOICES

Accept & Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent to OCIO Field Services Manager upon project completion at ATTN: Matt Easton, 501 South 14th Street, Lincoln, NE, 68508. 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.

HH. AUDIT REQUIREMENTS

Accept & Initial

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

II. TAXES

Accept & Initial

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

JJ. INSPECTION AND APPROVAL

Accept & Initial

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.

KK. CHANGES IN SCOPE/CHANGE ORDERS

Accept & Initial

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State.

Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

LL. SEVERABILITY

_____ Accept & Initial

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

MM. CONFIDENTIALITY

_____ Accept & Initial

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

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

NN. PROPRIETARY INFORMATION

_____ Accept & Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of

proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

_____ Accept & Initial

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

PP. PRICES

_____ Accept & Initial

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

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

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

QQ. BEST AND FINAL OFFER

_____ Accept & Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. 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.

RR. ETHICS IN PUBLIC CONTRACTING

_____ Accept & Initial

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

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

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

SS. INDEMNIFICATION

_____ Accept & Initial

1. GENERAL

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

2. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, 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 provided by the contractor.

TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS

_____ Accept & Initial

Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.nebraska.gov/standards/accessibility/accessibility_standards.pdf and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

UU. ANTITRUST

_____ Accept & Initial

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

VV. DISASTER RECOVERY/BACK UP PLAN

_____ Accept & Initial

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

WW. TIME IS OF THE ESSENCE

_____ Accept & Initial

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

XX. RECYCLING

_____ Accept & Initial

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

YY. DRUG POLICY

_____ Accept & Initial

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.

ZZ. NEW EMPLOYEE WORK ELIGIBILITY STATUS

_____ Accept & Initial

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired 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 www.das.state.ne.us.

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.

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

_____
Accept
& Initial

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

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. GENERAL DESCRIPTION

Office of the Chief Information Officer (OCIO), on behalf of the AS State Building Division (SBD) and Department of Health and Human Services (DHHS), Beatrice State Development Center, is requesting proposals for materials and labor to install fiber optic (FO), copper campus cabling, and reconfiguration and equipment upgrade of campus cable television distribution system. This work is to redistribute campus cabling from Building 15(Hospital) allowing the demolition of the Building 1(Administration building).

This project is divided into four parts, referred to as Bid One through Bid Four. Bidders are to submit a cost for each of the four separate parts. Bidders may not choose to provide bids for only specific parts. Bidders choosing to provide less than four bids will be considered non-compliant and not given consideration. This document, and the enclosed drawings, outlines each part in detail. This will not be a multi-contractor awarded contract.

The attached drawings are site drawings that indicate building locations, and tunnel system. Drawings are based on the most current information available. Please note that some of the buildings are connected via a walkable steam tunnel. Others will require underground conduit be installed. Additional routing and placement information may be provided during the mandatory pre-proposal conference with site visit.

B. BID ONE

Bid one is to cover the installation of a conduit pathway from Building 15(Hospital) to the Solar manhole located south of cottage 418. Installation of fiber optic (FO), copper, and hardline coax cables from Building 15 to Solar manhole. Installation of FO, copper, and hardline coax cables from the Solar manhole to cottages 418-424 and Building 27.

1. GENERAL WORK TO BE DONE:

a. Install a complete underground conduit pathway from Building 15 to Solar manhole, to include: 2) 2” Schedule 80 conduits, cable vaults (hand-holes), pull-strings.

b. Install a complete underground conduit pathway from Solar manhole to Building 27, to include: 1) 2” Schedule 80 conduit, cable vault (hand-hole) if necessary, pull-strings.

c. Install 1) new 48 strand FO cable from Building 15 to Solar manhole.

d. Install 1) new 200 pair copper cable from Building 15 to Solar manhole.

e. Install 1) new 25 pair copper cable to each cottage (418, 420, 422, 424) from Solar manhole.

f. Install 1) new 50 pair copper cable from Solar manhole to Building 27.

g. Install 1) new 12 strand FO cable from Solar manhole to Building 27.

h. Install 1) new hardline coax cable from Building 15 to Solar manhole (cable size to be determined by contractor, pricing should be included in Bid Four).

i. Install 1) new hardline coax cable from Solar manhole to Building 27 (cable size to be determined by contractor, pricing should be included in Bid Four)..

j. Copper and FO splice work and service cutover.

2. WORK TO BE DONE IN BUILDING 27:

- **a.** Terminate new 12 strand fiber with “SC” style connectors and install in new wall mount enclosure, coupling panels are to be loaded with “SC” couplings.
- **b.** Terminate new 50 pair cable on existing protection blocks (Disconnection and restoration of phone service must be coordinated with on-site IT personnel.)
- **c.** Create an effective pathway to support new cables from conduit to termination point.
- **d.** Cutover phone service.
- **e.** Cutover data service. (Disconnection and restoration of data service must be coordinated with on-site IT personnel.)

3. WORK TO BE DONE IN EACH COTTAGE(418-424):

- **a.** Remove existing copper protection blocks from wall.
- **b.** Install new 25 pair protection block.
- **c.** Terminate new 25 pair cable on new protection block.
- **d.** Install additional plywood as necessary.
- **e.** Cutover phone service to new cable. (Disconnection and restoration of phone service must be coordinated with on-site IT personnel.)

4. WORK TO BE DONE IN BUILDING 15:

- **a.** Install a 72-port rack-mount fiber distribution panel. Coupling panels are to be loaded with simplex “SC” couplings. Coupling panel spaces not used are to be filled with blank coupling panels.
- **b.** Terminate all strands of each fiber with “SC” style connectors. (Strands 43-48 are to be terminated at Building 15 end only. The coupling panel which houses strands 43-48 is to be labeled “dead at Solar manhole splice”.)
- **c.** Mount all strands in new distribution panel.
- **d.** Mount new copper splice case on existing rack in basement communications room if needed.
- **e.** Install protection blocks and modules on existing frame in basement communications room.
- **f.** Copper splicing and service cutover. (Disconnection and restoration of phone service must be coordinated with on-site IT personnel.)
- **g.** Cutover of fiber connectivity from existing cables to new cable. (Disconnection and restoration of data service must be coordinated with on-site IT personnel.)

5. WORK TO BE DONE IN SOLAR MANHOLE:

- **a.** Splice each new 25 pair and the new 50 pair copper cable to the 200 pair cable from Building 15 leaving pairs 151-200 un-terminated.
- **b.** Replace existing FO splice case with environment appropriate splice case.
- **c.** Splice existing cottage and chapel FO cables and new 12 strand Building 27 FO to 48 strand FO from Building 15 leaving strands 43-48 un-terminated.
- **d.** Install necessary equipment or tap to extend cable television to cottages and Building 27(To be included in Bid Four).

6. TESTING AND LABELING:

- **a.** Label each distribution box in each cottage, chapel, and building 27 as being fed from Building 15.
- **b.** Label each fiber cable coupling panel with strands identified as “1” through “6” for the cottages and chapel and “1 through 12” for building 27.
- **c.** Label each coupling panel in Building 15 with strands identified with building and local count.
- **d.** All optical fibers are to be tested according to the current ANSI/TIA/EIA cabling standards. Field testers for multimode optical fiber shall meet the requirements as specified in ANSI/EIA/TIA-526-14A. Fiber optical cable shall be verified in accordance with ANSI/TIS/EIA-568B.1.
- **e.** Test results in electronic form shall be provided by the contractor to the OCIO upon completion of the project.

C. BID TWO

Bid Two is to cover the installation of FO, copper, and hardline coax cables from Building 15 to Building 4 using walkable tunnel.

1. GENERAL WORK TO BE DONE:

- **a.** Install 1) new 300 pair copper cable from Building 15 to Building 4.
- **b.** Install 1) new 48 strand FO cable from Building 15 to Building 4.
- **c.** Create effective cable pathway from Building 15 basement communications room to walkable tunnel.
- **d.** Create effective cable pathway in walkable tunnel from Building 15 to Building 4.
- **e.** Copper and FO splice work and service cutover.

2. WORK TO BE DONE IN BUILDING 15:

- **a.** Install a 72-port rack-mount fiber distribution panel. Coupling panels are to be loaded with simplex “SC” couplings. Coupling panel spaces not used are to be filled with blank coupling panels.
- **b.** Terminate all strands of each fiber with “SC” style connectors. (Strands 37-48 are to be terminated at Building 15 end only. The coupling panel which houses strands 37-48 is to be labeled “dead at Building 4 splice”.)
- **c.** Mount all strands in new distribution panel.
- **d.** Mount new copper splice case on existing rack in basement communications room if needed.
- **e.** Install protection blocks and modules on existing frame in basement of communications room.
- **f.** Copper splicing. (Disconnection and restoration of phone service must be coordinated with on-site IT personnel.)
- **g.** Cutover of fiber connectivity from existing cables to new cable. (Disconnection and restoration of data service must be coordinated with on-site IT personnel.)
- **h.** Create an effective cable pathway from basement communications room to tunnel.

3. WORK TO BE DONE IN TUNNEL:

- **a.** Create an effective cable pathway from Building 15 to Building 4(existing messenger cable can be used, rings for messenger cable will be provided by OCIO) to support both the FO and copper cables.
- **b.** Install 1) new 48 strand FO cable from Building 15 to Building 4
- **c.** Install 1) new 300 pair copper cable from Building 15 to Building 4.
- **d.** FO cable shall have markers/labels installed to identify cable type distributed at appropriate distances.

4. WORK TO BE DONE IN BUILDING 4:

- **a.** Create an effective cable pathway from entrance point to termination point.
- **b.** Termination point will be decided by facility maintenance supervisor.
- **c.** Install additional plywood as needed.
- **d.** Install new FO splice case.
- **e.** Install new copper splice case.
- **f.** Existing FO and copper cables to be cut at south end of building and re-routed to termination point to be spliced onto new cables.
- **g.** Copper splicing and service cutover. (Disconnection and restoration of phone service must be coordinated with on-site IT personnel.)
- **h.** FO splicing and service cutover. (Disconnection and restoration of data service must be coordinated with on-site IT personnel.)

5. TESTING AND LABELING:

- **a.** Label each coupling panel in Building 15 with strands identified with building and local count.
- **b.** All optical fibers are to be tested according to the current ANSI/TIA/EIA cabling standards. Field testers for multimode optical fiber shall meet the requirements as specified in ANSI/EIA/TIA-526-14A. Fiber optical cable shall be verified in accordance with ANSI/TIS/EIA-568B.1.
- **c.** Test results in electronic form shall be provided by the contractor to the OCIO upon completion of the project.

D. BID THREE

Bid Three is to cover the installation of FO, copper, and hardline coax cable from Building 15 to Building 7.

1. GENERAL WORK TO BE DONE:

- **a.** Install a complete underground conduit pathway between cable vault (hand hole) east of building 1 to manhole west of building 7 to include: 1) 2” Schedule 80 conduit, and pull strings.
- **b.** Install a new 50 pair copper cable from Building 15 to Building 7 using existing conduit pathway and new conduit pathway.
- **c.** Install a new 12 strand FO cable from Building 15 to Building 7 using existing conduit pathway and new conduit pathway.

d. Install new hardline coax to Building 7 using existing conduit pathway and new conduit pathway (cable size to be determined by contractor, pricing should be included in Bid Four).

e. Cutover phone and data service.

2. WORK TO BE DONE IN BUILDING 7:

a. Create an effective cable pathway from entrance point to termination point.

b. Terminate new 50 pair cable on existing protection blocks.

c. Terminate new 12 strand fiber with "SC" style connectors and install in new wall mount enclosure, coupling panels are to be loaded with "SC" couplings.

d. Install additional plywood as needed.

e. Cutover phone service. (Disconnection and restoration of phone service must be coordinated with on-site IT personnel.)

f. Cutover data service. (Disconnection and restoration of data service must be coordinated with on-site IT personnel.)

3. WORK TO BE DONE IN BUILDING 15:

a. Terminate new 12 strand fiber cable with "SC" style connectors.

b. Mount all strands in one of the new 72 strand boxes.

c. Label coupling panel with strands identified as "1 through 12".

d. Label coupling panels as feeding Building 7.

4. TESTING AND LABELING:

a. Label coupling panel as being fed from Building 15.

b. Label coupling panel with strands identified as strands "1 through 12".

c. All optical fibers are to be tested according to the current ANSI/TIA/EIA cabling standards. Field testers for multimode optical fiber shall meet the requirements as specified in ANSI/EIA/TIA-526-14A. Fiber optical cable shall be verified in accordance with ANSI/TIS/EIA-568B.1.

d. Test results in electronic form shall be provided by the contractor to the OCIO upon completion of the project.

E. BID FOUR

Bid Four is to cover re-design, installation, and upgrade of the campus cable television system for distribution from Building 15 to the Solar manhole and Building 4 and associated buildings being fed from each location.

1. WORK TO BE DONE:

a. Determine size of hardline coax cables being installed from Building 15 to the Solar manhole and Building 7. Determine size of cable to be installed from Solar manhole to Building 27. These cables are previously mentioned in each of the appropriate "work to be done" sections. Pricing for placement of these cables are to be included with Bid Four.

b. Determine if hardline coax feeding Building 4 is adequate to support new system, if cable needs to be replaced include this cost in Bid Four.

c. Determine best placement of new equipment: amplifiers, taps, power supply, etc. to ensure best system performance.

d. Installation of system components: cable, amplifiers, power supply, taps, etc. to complete system.

e. Head-end equipment will be installed in Building 15 basement communications room.

f. System must be able to support 870Mhz.

2. TESTING AND LABELING:

a. Label each cable leaving Building 15 with destination.

b. At destination site or prior to tap, label each cable as being fed from Building 15

c. Label each cable leaving a splice or tap point with destination.

d. Test results in electronic form shall be provided by the contractor to the OCIO upon completion of the project.

F. MATERIALS TO BE USED

1. Underground conduit is to be Schedule 80 rated.

2. Cable vaults are to be open bottom style, 17” x 30” in size, 24” deep (Quazite, P/N PG1730BA24 or exact equal), with a bolt-down lid with “Communications” factory engraved.

3. Trace-wires are to be insulated, 18ga minimum, solid conductor, green in color.

4. Ground rods are to be a minimum of ½” x 5’, copper-clad.

5. Splice cases are at the discretion of the contractor, but must be designed for the application and environment.

6. Plywood, where needed, is to be A/C grade, minimum size of 2’ x 2’ x ¾”, covered with flame retardant paint.

7. Fiber optic cables are to be Systimax OptiSpeed, 62.5/125 multi-mode, Gel-Free riser-rated Indoor/Outdoor cable (Material ID 760086462 or exact equal).

8. The two 72-port rack-mount fiber distribution panels required in this project are to be CommScope Uniprise, P/N RFE-FXD-EMT- WH/4U (Material ID 9700940/00 or exact equal) to match existing.

9. Fiber optic connectors are to be Systimax brand, “SC” type. Termination method is at the contractor’s discretion.

10. Wall mount FO enclosures are to be Systimax P/N MSE-4-G2 (Material ID 760060426 or exact equal).

11. OSP protection blocks on Building 15 frame are to be Circa P/N 1880B-1-100 326027C25 to match existing.

12. Protection modules are to be Circa 3B1FS-240 to match existing.

13. Hardline coax size is to be determined by the contractor.

14. Cable television distribution amplifiers are to be either or exact equal: SA Gain Maker Dual Gain Distribution, 870Mhz.-AGC 445.25, P/N 1120842033214000 or SA Gain Maker LE 870Mhz. Manual, P/N 1230841030014000 where appropriate.

15. Cable television power supply is to be Alpha XM2-915 stand by power supply, P/N XM2915-120 or exact equal.

G. WORKMANSHIP

1. All electrical requirements needed in the communications closets will be provided by the State of Nebraska.

2. All plywood will be provided and installed by the contractor.

3. The contractor is responsible for locating any State owned low-voltage cables identified by State personnel as being in the project vicinity, prior to ground work.

4. Conduits are to be buried between 30” and 36” below surface. A pull string is to be left in each conduit section, along side the cables(s), including empty conduits, and tied off at each pull location.
5. Cable vaults are to be installed using manufacture’s installation guidelines, including a gravel or crushed-rock base fill.
6. A trace-wire is to be placed in each new under-ground conduit section. Each trace wire is to be attached to a ground rod in each cable vault. Trace wire is to extend into each building/cottage and a minimum 6’ coil provided at each entrance. Coil is to be labeled, identifying it as a conduit trace-wire, and NOT be attached to any building ground system.
7. All below-grade building penetrations are to be located on drawings indicating measurements from physical structure points and provided to the OCIO at the end of the project.
8. Any existing, in-place pull-strings/ropes used in the installation of any component of this RFP are to be re-installed or replaced with one of equal size and type.
9. All soil excavation areas are to be back-filled and tamped. The facility maintenance department will be responsible for grass seeding these areas.
10. All fiber-optic cable is to be of continuous lengths without splices, except as called for in the distribution design. Maintenance coils are to be provided in each fiber segment.
11. Splice cases are to be mounted, using appropriate brackets, as high as reasonable, with maintenance coil long enough to allow for inspection and service.
12. The contractor is to supply all materials and test equipment as required to perform the work as outlined in this document.
13. The contractor shall be responsible for all cutting, drilling and patching required for the installation of the cabling as outlined. All floor and wall penetration locations are to be coordinated with the facility maintenance supervisor prior to commencement. Any questions pertaining to structure stability shall be forwarded to the Facilities Maintenance Office for resolution. Note: All exterior-wall penetrations and sleeves installed between floors are to be water-sealed.
14. The contractor shall be responsible for all clean up associated with the execution of this project.
15. All installation methods shall conform to the policies and procedures set by the OCIO (see Attachment “A”) and to the appropriate and most current cabling standards, as well as any associated technical systems bulletin, as published by the EIA/TIA committee of ANSI.
16. Install an appropriately sized fire rated fixture at each penetration made in firewalls. Firewall locations have not been identified on the drawings. It is the contractor’s responsibility to identify all firewall locations throughout the new pathways created at this facility.
17. Install fire-stop material in each internal sleeve and wall penetration after all cabling is installed.
18. Cable must be neatly bundled and supported in such a way as to not interfere with any other mechanical or life safety equipment.
19. All cables are to be one continuous length with no splices except as allowed and called for in this document.
20. All labels at all panel locations are to be made using a commercially available label maker.

H. WARRANTY

Provide a minimum one (1) year warranty for all material and workmanship.

I. BID SUBMITTALS

Bids are to be presented in writing, on a “total cost for that part” basis. This cost is to include the conduit system as designed and all materials, labor and associated appurtenances necessary to install the services as outlined in this document and the attached drawings.

J. AGENCY CONTACTS

The HHS maintenance supervisor for the facility, or his assigned representative, and the OCIO Field Services Manager will direct the contractor in the physical placement of splice cases, pull boxes, conduits, etc., in the tunnel system, buildings, and underground. Core drilling and plywood placement will be coordinated with the maintenance supervisor, or his assigned representative, prior to work commencing.

K. ADDITIONAL NOTES

The contractor will be required to attend a pre-construction/orientation meeting regarding working protocols. Issues covered would include the privacy of the residents and proper methods of working at a facility of this nature. Background checks performed by Nebraska State Patrol will be required of all personnel working on site. All costs associated with the background checks will be the responsibility of the contractor.

The distribution design of the underground conduit systems, as shown on the attached drawings, should be considered conceptual. Once all existing underground utilities are located, prior to ground work commencing, some location changes may be required. The contractor will be required to submit a change-order, in writing, for any additional expenses required to place facilities in a different configuration than shown. Approval of change-order(s) will need to be issued prior to commencement.

The contractor is responsible for collecting accurate measurements to insure enough materials are purchased to provide a complete network as outlined in this document.

Payment will be made in full upon accepted project completion as approved by the OCIO.

Upon request, OCIO will issue a Nebraska Department of Revenue Tax Form 17 to the chosen contractor.

ATTACHMENT A

STANDARD POLICIES AND PROCEDURES

for the Installation of Wire and Cable Facilities
in State Owned and Occupied Buildings

PART 1 - GENERAL

WORK INCLUDED:

The telephone and computer wiring system shall include, but is not limited to: all station, riser, aerial, and intra-campus cables as required; conduits, raceways, messenger wire systems, and all associated cable support hardware; telephone jacks, data interface connectors, face plates, and identification labels; distribution back-boards, line protectors, termination blocks and brackets, patch panels, distribution rings, cross connect wire, and data distribution equipment as required; all cable terminations; and all associated appurtenances as required by the distribution system.

REQUIREMENTS OF REGULATORY AGENCIES:

1. Wiring methods, conductor applications, and insulation materials shall meet all applicable provisions of the National Electrical Code and Federal Communications Commission Rules and Regulations as well as applicable State and Local Codes.
2. All new cables and wires installed shall be listed by Underwriters Laboratories, Inc.
3. All cables installed shall meet appropriate fire ratings.

PRODUCTS:

1. All required or recommended parts to be used for a specific installation will be listed in the Request for Proposal.

PART 2 - EXECUTION

WORKMANSHIP:

1. All installations shall conform to the appropriate and most current recommended standards, as well as any associated technical systems bulletin, as published by the EIA/TIA committee of ANSI.
2. All work shall be performed in accordance with the equipment manufacturer's requirements.
3. All cable terminations shall be performed at the respective terminal boards, equipment cabinets, and station outlets.
4. All station cabling is to be "home run" to appropriate distribution frame or equipment cabinet. No splices will be allowed in these lines.
5. Distribution panels are not to be located in a plenum area or above accessible ceilings.
6. All cables run above accessible ceilings shall be neatly bundled utilizing a commercially available cable tie and attached to appropriate supports. Cables run random and disorderly will be disallowed.
7. All cables shall be installed in a fashion not to interfere with the general maintenance of other electrical/mechanical devices as well as in a manner that other

electrical/mechanical devices will not interfere with the operation of the cables intended application.

8. All cables shall be identified and/or labeled at appropriate locations.

9. Contractor shall be responsible for all clean up associated with the installation of cabling facilities.

CABLING RECORDS:

Upon completion, a detailed drawing of the wiring system is to be provided. This drawing should show, but is not limited to: outlet jacks; labeling schemes and numbers; distribution panels and closets; aerial, riser, intra-campus, and building entrance cables; and all splice locations. Underground cabling and conduit systems are to be located with exact measurements using permanent, physical structures as reference points.

TESTING:

Upon completion of the wiring system, provide written certification that the system is free of shorts, grounds or open circuits, all cables are terminated and identified and that each voice and/or data outlet is functional.

WARRANTY:

All materials and labor shall be warranted for a period of not less than of one year from the date of final acceptance.

ATTACHMENT B

BID SHEET

Bidders are to submit a cost for each of the four separate parts. Bidders may not choose to provide bids for only specific parts. Bidders choosing to provide less than four bids will be considered non-compliant and not given consideration. The State of Nebraska reserves the right to award a contract for any one part or any combination of the four parts to the awarded contractor. This will not be a multi-contractor awarded contract. Any of the parts awarded will be made to the same contractor.

Bid One

Bid one is to cover the installation of a conduit pathway from Building 15(Hospital) to the Solar manhole located south of cottage 418. Installation of fiber optic (FO), copper, and hardline coax cables from Building 15 to Solar manhole. Installation of FO, copper, and hardline coax cables from the Solar manhole to cottages 418-424 and Building 27, as specified in Section IV. B 1-6, Section IV. F-K and Attachment A.

1 LOT_____

Bid Two

Bid Two is to cover the installation of FO, copper, and hardline coax cables from Building 15 to Building 4 using walkable tunnel, as specified in Section IV. C. 1-5, Section IV.F-K and Attachment A.

1 LOT_____

Bid Three

Bid Three is to cover the installation of FO, copper, and hardline coax cable from Building 15 to Building 7, as specified in Section IV. D. 1-4, Section IV. F-K and Attachment A.

1 LOT_____

Bid Four

Bid Four is to cover re-design, installation, and upgrade of the campus cable television system for distribution from Building 15 to the Solar manhole and Building 4 and associated buildings being fed from each location, as specified in Section IV. E. 1-2, Section IV. F-K and Attachment A.

1 LOT_____

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.

Form A

Bidder Contact Sheet

Request for Proposal Number 4059Z1

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

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

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

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

Form B

Notification of Intent to Attend Pre-Proposal Conference

Request for Proposal Number 4059Z1

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

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.