

### COST PROPOSAL SHEET

Request for Proposal 108829 O3

Proposals may bid on any or all facility locations.

Facility	Location	Number of Fire Alarm Inspections Per Calendar Year	Cost of One (1) Annual Inspection Refer to Section V. A-G	Cost of One (1) (Semi-Annual) Refer to Section V. A-G	Total Cost Per Calendar Year for Inspections (Total of both inspections)
Central Office	Lincoln	2	825.00	500.00	1375.00
Central Warehouse	Lincoln	2	260.00	180.00	440.00
Community Correctional Center - Lincoln	Lincoln	2	1450.00	750.00	2200.00
Cornhusker State Industries	Lincoln	2	225.00	130.00	355.00
Diagnostic & Evaluation Center	Lincoln	2	1110.00	520.00	1630.00
Federal Surplus	Lincoln	2	170.00	100.00	270.00
Lincoln Correctional Facility	Lincoln	2	2100.00	1060.00	3160.00
Nebraska Correctional Center for Women	York	2	2490.00	1035.00	3525.00
Nebraska Correctional Youth Facility	Omaha	2	980.00	560.00	1540.00
Nebraska State Penitentiary	Lincoln	2	6200.00	3250.00	9450.00
NDCS may add additional locations or facilities as necessary, on the mutual agreement of both parties.					

**How Many Certified Service Technicians At Your Company:**

7

REFERENCES	TYPE OF SYSTEM	CONTACT INFO- EMAIL and CURRENT PHONE
Lincoln Regional Center	Notifier	Sara Flynn
Tecumseh State Prison	Notifier	Tiffany Fitzpatrick
Scottsbluff Detention Center	Notifier	Tony Steink

Optional services, outside of contracted inspections:	Cost Per Hour
1. Labor Rate 8:00AM to 4:00PM Normal Business Hours	125.00
2. Labor Rate – After Hours, Weekends and Holiday	250.00
No trip charges, fuel surcharges, service call charges or mileage will be allowed	

Are there additional charges for software or firmware updates?	YES	NO	If YES, describe and provide pricing
Central Office	✓		Programming @ \$5.00 / HR
Central Warehouse		✓	
Community Correctional Center- Lincoln		✓	
Cornhusker State Industries		✓	
Diagnostic & Evaluation Center	✓		Programming @ \$5.00 / HR
Federal Surplus		✓	
Lincoln Correctional Center		✓	
Nebraska Correctional Center For Women			
Nebraska Correctional Youth Facility	✓		Programming @ \$5.00 / HR
Nebraska State Penitentiary	✓		725.00 Per Hour

Miscellaneous Parts & Supplies	Parts & Supplies
<p>Please state percentage (%) off list price</p> <p>Please supply a current price list</p> <p>All parts replaced must be invoiced at the percentage bid on the cost proposal. Parts replacement must be pre-approved by the facility representative. Upon request, any parts that need to be replaced must be returned to owner for disposal.</p> <p>Item purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination</p>	<p>% Off List Price:  <u>10%</u>  <i>Not After</i>  <i>Only</i></p>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy & Assoc - WDM 1-800-247-7756 PO Box 9207 Des Moines, IA 50306-9207		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: hvencil@holmesmurphy.com ADDRESS:															
<b>INSURED</b> Protex Central Inc. Attn: Kevin Turner P O Box 1467 1239 North Minnesota Avenue Hastings, NE 68902		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: TRAVELERS IND CO OF AMER</td> <td>25666</td> </tr> <tr> <td>INSURER B: TRAVELERS IND CO OF CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER D: MIDWEST BUILDERS CAS MUT CO</td> <td>13126</td> </tr> <tr> <td>INSURER E: ATLANTIC SPECIALTY INS CO</td> <td>27154</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: TRAVELERS IND CO OF AMER	25666	INSURER B: TRAVELERS IND CO OF CT	25682	INSURER C: TRAVELERS PROP CAS CO OF AMER	25674	INSURER D: MIDWEST BUILDERS CAS MUT CO	13126	INSURER E: ATLANTIC SPECIALTY INS CO	27154	INSURER F:	
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**COVERAGES** **CERTIFICATE NUMBER: 61611552** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			DTC01500M613	04/01/21	04/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8109M5703332126G	04/01/21	04/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2J9763382126	04/01/21	04/01/22	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 OTHER: \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC10000010972021A	04/01/21	04/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine			710036354	04/01/21	04/01/22	Rented/Leased Equip 100,000 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #24326 (04) Semi-Annual Vent Hood Inspections

## CERTIFICATE HOLDER

Nebraska Department of Correctional Services  
 Purchasing Department  
 Staff Assistant - Cindy Edwards  
 P.O. Box 94661

Lincoln, NE 68509

USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Steven J. Pugh*

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ACORD 25 (2014/01)  
 hvencilwdsm  
 61611552

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## II. TERMS AND CONDITIONS

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

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

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

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

### A. GENERAL

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

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


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

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

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

**B. NOTIFICATION**

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Contractor Contract Manager	Peggy Arp, Buyer II
Contractor	Nebraska Department of Correctional Services
Contractor Street Address	P.O. Box 94661
Contractor City, State, Zip	Lincoln, Ne 68509-4661

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

**C. NOTICE (POC)**

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Statutory)**

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

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

**E. BEGINNING OF WORK**

The contractor 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.

**F. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
P.B.			

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

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

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

**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**H. VENDOR PERFORMANCE REPORT(S)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
P.B.			


The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
P.B.			

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


**J. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.


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

**K. NON-WAIVER OF BREACH**

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

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

**L. SEVERABILITY**

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

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

**M. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
P.B.			

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY (Optional)**

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 solicitation.

**3. PERSONNEL**


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

**4. SELF-INSURANCE**

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


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

**N. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.


**O. ASSIGNMENT, SALE, OR MERGER**

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

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

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


**P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

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

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


The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**Q. FORCE MAJEURE**

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.


**R. CONFIDENTIALITY**

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

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

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

**S. EARLY TERMINATION**


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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:

- a. if directed to do so by statute;
- b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

**T. CONTRACT CLOSEOUT**

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

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

- 1. Transfer all completed or partially completed deliverables to the State;
- 2. Transfer ownership and title to all completed or partially completed deliverables to the State;
- 3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
- 4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
- 5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
- 6. Return or vacate any state owned real or personal property; and,
- 7. Return all data in a mutually acceptable format and manner.

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

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
P-B			

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)


If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the 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.

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.


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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. 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.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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

**E. PERMITS, REGULATIONS, LAWS**

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

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

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

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

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

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

**G. INSURANCE REQUIREMENTS**

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

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

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

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

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

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

1. **WORKERS' COMPENSATION INSURANCE**

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

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

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

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

<b>REQUIRED INSURANCE COVERAGE</b>		
<b>COMMERCIAL GENERAL LIABILITY</b>		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
<b>WORKER'S COMPENSATION</b>		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
USL&H Endorsement		Statutory
Voluntary Compensation		Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
<b>UMBRELLA/EXCESS LIABILITY</b>		
Over Primary Insurance		\$5,000,000 per occurrence
<b>COMMERCIAL CRIME</b>		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

3. **EVIDENCE OF COVERAGE**

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

Nebraska Department of Correctional Services  
Attn: Peggy Arp  
801 W. Prospector Place Bldg. #1  
Lincoln, NE 68522

Or via email to: [dcs.purchasing@nebraska.gov](mailto:dcs.purchasing@nebraska.gov)

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4.

#### DEVIATIONS

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

#### H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

#### I. ANTITRUST

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

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

#### J. CONFLICT OF INTEREST


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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.


If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**K. STATE PROPERTY**

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

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

**L. SITE RULES AND REGULATIONS**

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

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

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

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


Contractor's personnel shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them, at all times, while on facility grounds. The Contractor will require his/her personnel to comply with instructions pertaining to conduct, safety and security regulations, and all lawful instructions by NDCS facility personnel necessary to ensure the safety, security, and good order of the institution where the service is being performed.

Contractor shall make his/her employees aware of the Nebraska Department of Correctional Services, Administrative Regulation 112.31 (Code of Ethics and Conduct).

Contractor's personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.

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

**M. ADVERTISING**


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

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

**N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**


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

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

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


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

**P. DRUG POLICY**

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

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**Q. WARRANTY**

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this

Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

#### IV. PAYMENT


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

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

**C. INVOICES**

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

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

Invoices to: NE Department of Correctional Services

Accounts Payable

P.O. Box 94661


Lincoln, NE 68509-4661

Or via e-mail to: DCS.AccountsPayable@nebraska.gov

Accounts Payable Contact (402) 479-5715

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

**D. INSPECTION AND APPROVAL**

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT (Statutory)**

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

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

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

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

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

### A. PROJECT OVERVIEW

It is the intent of the State of Nebraska Department of Correctional Services (NDCS) to establish a contract for the provision of Fire Alarm Inspections, Testing and Preventative Maintenance for multiple facilities within NDCS as described in these specifications.

All work shall be in compliance with the most recent standards set forth by the National Fire Protection Agency (NFPA 72) <https://www.nfpa.org/Codes-and-Standards/All-Codes-and-Standards/List-of-Codes-and-Standards>

### B. PROJECT REQUIREMENTS

1. Due to the nature and vital importance of this life safety system, the Contractor must be qualified to maintain each system.

Response time for repairs will not exceed twelve (12) hours.

Upon request, any parts that need to be replaced must be returned to owner for disposal.

The Contractor will make any adjustments, repairs and or replacements, which may be advisable before the next regular examination upon approval by the Building Maintenance Manager.

### C. 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 clear, readable copy of the inspection report, signed by the facility Safety Officer (or designee), will be submitted with invoice. A percentage of the total contract cost may then be invoiced based on the following schedule.

**A separate invoice must be submitted for each facility.**

<u>Invoice Date</u>	<u>Deliverable(s) /Description of Service Provided</u>
Date of Inspection	Parts Replacement (as necessary)
(One) Annual Inspection/Facility Location	Itemized description of services performed
(One) Semi –annual inspection / Facility Location	Itemized description of services performed

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

### D. SCOPE OF WORK

The Nebraska Department of Correctional Services is seeking to establish a contract with a qualified Contractor for the provision of fire alarm inspections, testing services and preventative maintenance for multiple facilities. Contracts resulting from this Request for Proposal will be issued for a period of three (3) years effective from the date of award, with the option to renew for two (2) additional three (3) year periods as mutually agreed upon by all parties.

An optional Pre-Proposal Conference and walkthrough will be held as per the times and dates listed in the Walkthrough Schedule contained in this RFP. Vendors will meet at the Main Entrance of each of the facilities, where they will be escorted by NDCS Personnel in all secure areas. Vendors will abide by facility dress code at all walkthroughs—no shorts, sleeveless shirts, or mesh t-shirts, socks are required. A sign-in sheet will be provided.

**NDCS reserves the right to add on additional buildings at current locations or add any new facilities as necessary.**

## E. WORK PLAN

### 1. Graphic Command Center/Information Management System (IMS) And Associated Net Controllers

All control components listed on the control drawings (available upon request) will be covered by the Contractor including parts replacement, labor to replace, re-programming, and any call-backs related to the failed components

Contractor will not be required to supply parts beyond the Graphic Command Center and Net Controllers under this contract. The Contractor must repair or replace all defective parts discovered during tests and inspections with new components provided by the facility. The Contractor will warranty all replacement parts provided by the contractor for a minimum of one year. Any maintenance recommended by the manufacturer other than those in this RFP shall also be considered as part of these specifications.

The Contractor will also be required to provide the same services as set forth in the Project Description and Scope of Work for any new fire alarm installations at any facility regardless if the new system is by a different manufacturer.

Facility	Alarm System Manufacturer
Central Office	Notifier
Central Warehouse	Siemens
Cornhusker State Industries	Spectronics
Diagnostic & Evaluation Center	Notifier
Federal Surplus	Fire Lite Alarms, Inc
Lincoln Correctional Center	Notifier
Nebraska Correctional Center for Women	Siemens
Nebraska Correctional Youth Facility	Notifier
Nebraska State Penitentiary	Siemens

Fire alarm systems must be returned to full operation whenever equipment problems are discovered during routine inspection or when the Safety Officer requests service.

To be included in this contract will be upgrades of any software or firmware where the upgrade is recommended by the manufacturer and is to improve performance/stability or to fix known problems with existing versions.

### 2. CONTROL PANEL:

- a. Activate each zone and test the following:
- b. Proper operation of zone light.
- c. Proper operation of auxiliary functions.
- d. Proper output to remote annunciators.
- e. Proper operation of city connection.
- f. Proper operation of trouble lamps and devices.
- g. All lamps and switches should be properly labeled.
- h. Copy of operating instructions should be conspicuously located

**F. FIRE ALARM INSPECTIONS, TESTING AND SERVICE  
INSPECTION & TESTING SPECIFICATIONS**

**1. CONTROL PANEL:**

- a. Activate each zone and test the following:
  - i. Proper operation of zone light.
  - ii. Proper operation of Auxiliary Functions.
  - iii. Proper output to remote annunciators.
  - iv. Proper operation of city connection.
  - v. Proper operation of trouble lamps and devices.
- b. All lamps and switches should be properly labeled.
- c. Copy of operating instructions should be conspicuously located.

**2. PULL STATIONS:**

- a. Test for alarm by activating pull station.
- b. Verify proper zone annunciation.
- c. Spot test for trouble reporting by removing one wire from terminal strip.

**3. HEAT DETECTORS:**

- a. Test for alarm by increasing the temperature of Rate of Rise Type Detectors. This type should respond to a ratio of 15 degrees per minute increase. (RE: 5 degrees=20 seconds, 10 degrees=40 seconds, 15 degrees=60 seconds.)
- b. Fixed temperature detectors will require replacement if activated by increasing temperature-rating level. Testing of wiring is necessary and is accomplished by shorting across terminals.
- c. Verify proper zone annunciation.
- d. Spot test for trouble by removing one wire from terminal.

**4. SMOKE DETECTORS:**

- a. Using an approved smoke-generating device, test for alarm by injecting smoke into the detector chamber. Detector should respond within 3 to 5 seconds.
- b. Check for proper operation of indicating lamps and auxiliary relays if used.
- c. Check for proper location.
- d. Verify proper zone annunciation.
- e. Spot test for trouble reporting by removing detector from circuit. Removing power from detector should also report trouble if 4-wire type.

**5. SMOKE DETECTORS:**

- a. Using a U. L. listed calibrated sensitivity testing device, test per the instructions of the sensitivity tester being used.
- b. Record test results on approved sensitivity test report.
- c. Sensitivity must be greater than .5% and less than 3.8%.
- d. Any detector, which fails to test within above range, must be cleaned and then re-tested. Failure to test within range after cleaning will require detector replacement. Cleaning to be performed according to manufacturer's instructions.

**6. SIGNAL DEVICES: (audible)**

- a. Check each for audibility.
- b. Check for proper location.
- c. Spot test for trouble reporting by removing wire from device.

**7. SIGNAL DEVICES: (visual)**

- a. Check each for illumination.
- b. Check for proper location.
- c. Spot test for trouble reporting by removing wire from device.

**8. DOOR HOLDERS:**

- a. Check for release on alarm. Door should close rapidly and completely.

**9. FAN SHUTDOWN:**

- a. Depending on system design, verify when and how shutdown is accomplished. Check as necessary to assure proper operation.

**10. BATTERIES:**

- a. Visually check for leakage, corrosion, and proper connection.

- b. Disconnect AC power and test operation of system while on battery power.
  - c. Load test annually using an approved calibrated battery tester per manufacturer's recommended procedures.
11. **FLOW SWITCHES:**
- a. Test by opening inspectors test valve on sprinkler system. Retard should not be set higher than 60 seconds.
  - b. Verify proper zone annunciation.
  - c. Spot test for trouble reporting by removing wire from switch.
12. **TAMPER SWITCHES:**
- a. Test by closing valve 25%.
  - b. Verify proper annunciation and audible signaling.
  - c. Removal of tamper switch cover should also report trouble. (Depending on style of switch)
13. **GENERAL:**
- a. Each device must be tested for proper alarm operation at least once annually.
  - b. Spot-checking of trouble reporting. Two or three checks per zone annually.
  - c. If standby power source is other than batteries, type of standby power should be noted.
  - d. Document inspection and testing results on an approved Fire Alarm Inspection and Testing Report.

**G. TESTING SCHEDULE**

The frequency for testing a fire alarm system by a state licensed fire alarm inspector is listed below. This schedule is taken from the 2002 edition of NFPA 72. All devices must be tested upon initial installation or re-acceptance unless noted.

1.	<u>DEVICE</u>	<u>TESTING FREQUENCY</u>
a.	<u>Alarm Notification Appliance</u> Speakers, audible and visible devices	Annual (Vendor)
b.	<u>Batteries</u>	
i.	Lead-Acid, Nickel Cadmium and Sealed Lead Acid (SLA)	
a)	<u>Charger test (replace SLA every 4 years)</u>	Annual (Vendor)
b)	<u>Discharge test (30 min) *</u>	Annual (Vendor)
	*Semiannual for Lead Acid	
c)	<u>Load voltage test</u>	Semiannual (Vendor)
d)	<u>Specific gravity (Lead-Acid Only)</u>	Semiannual (Vendor)
ii.	Dry Cell	
a)	<u>Load voltage test</u>	Monthly (Facility PM)
c.	<u>Monitored System</u>	Annual (Vendor)
i.	Functions, fuses, interfaced equipment, lamps and LED's main power supply, transponders	
d.	<u>Unmonitored System</u>	Semiannual (Vendor)
i.	Function, fuses, interfaced equipment, lamps and LED's main power supply, transponders. Able to trouble shoot and make repairs for detectors and zones in trouble, understanding the system - able to reset unit as appropriate.	
2.	<b>State Fire Marshal considers DCS facilities to be "unmonitored."</b>	
a.	<u>Trouble Signals</u>	Annual (Vendor)
b.	<u>Emergency Voice/Alarm Communications Equipment</u>	Annual (Vendor)
c.	<u>Initiating Devices</u>	
i.	<u>Duct detectors</u>	Annual (Vendor)
ii.	<u>Door holders</u>	Annual (Vendor)
iii.	<u>Hood extinguishing system switches</u>	Annual (Vendor)

iv.	Fire-gas and other detectors	Annual (Vendor)
v.	Heat detectors	Annual (Vendor)
vi.	Manual pull stations	Annual (Vendor)
vii.	Radiant energy fire detectors	Annual (Vendor)
viii.	Smoke detectors-functional	Annual (Vendor)
ix.	Smoke detection-sensitivity*	Annual (Vendor)

\*Must be calibrated for sensitivity within one year of acceptance or at acceptance and every other year thereafter. If calibration testing is within normal sensitivity limits after the first two tests, sensitivity testing may be extended to every five years. Calibration tests must be resumed if false alarms occur.

	x.	Supervisory signals devices	Semiannual (Vendor)
	xi.	Water flow devices	Semiannual (Vendor)
3.	<b>Off-Premises Transmission Equipment</b>		Quarterly (Facility PM)
4.	<b>Interface Equipment, Remote Annunciators, Special Hazard</b>		
	a.	Equipment and Special Procedures	Annual (Vendor)
5.	<b>Off-Premises System and Receiving Equipment</b>		
	a.	Operational	
		i. Functional test	Annual (Vendor)
		ii. Transmitters-water flow & supervisory	Quarterly (Facility PM)
		iii. Transmitter-all others	Annual (Facility PM)
		iv. Receivers	Monthly (Facility PM)
	b.	Standby loading-receivers	Monthly (Facility PM)
	c.	Standby power	
		i. Receivers	Monthly (Facility PM)
		ii. Transmitters	Annual (Facility PM)
	d.	Telephone line-receivers	Monthly (Facility PM)
	e.	Telephone line-transmitters	Annual (Facility PM)

Upon request, any parts that need to be replaced must be returned to owner for disposal.

**Refer to Attachments A- J for Fire Alarm Inspection Reports by Facility**

**H. DELIVERABLES (REQUIRED)**

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

**There will be two (2) inspections per calendar year as listed in the Work Plan.**

Inspections will be performed between 8:00 AM and 4:30 PM and coordinated in advanced with the Safety Officer (or designee). The inspection dates will be mutually agreed upon by the facility Safety Officer and the Contractor.

A clear, legible copy of the inspection report, test results, services performed, and recommended improvements will be left on site with the facility Safety Officer or designee upon completion of service. The inspection report will be signed by the facility Safety Officer or designee and submitted with the invoice.

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

**I. FIRE ALARM INSPECTION, TESTING AND SERVICE**

**1. FACILITIES AND SAFETY OFFICERS**

- a. Nebraska State Penitentiary- Eric Oltjenbruns (Safety Officer)**  
14<sup>th</sup> and Pioneers Blvd.  
Lincoln, NE 68502  
Covered Areas: All areas
- b. DCS Central Warehouse- Eric Oltjenbruns (Safety Officer)**  
1001 Pioneer Blvd  
Lincoln, NE 68502  
Covered Areas: All areas
- c. Lincoln Correctional Center- Jeff Salomons (Safety Officer)**  
3216 West Van Dorn  
Lincoln, NE 68522  
Covered Areas: All areas, including Laundry and CSI Shops
- d. Diagnostic & Evaluation Center- Jeff Salomons (Safety Officer)**  
3220 West Van Dorn  
Lincoln, NE 68522  
Covered Areas: All areas
- e. Community Corrections Center Lincoln- Jeff Salomons (Safety Officer)**  
2720 West Van Dorn  
Lincoln, NE 68522  
Covered Areas: All areas
- f. Federal Surplus Property- Steve Schultz (Safety Officer)**  
2700 West Van Dorn  
Lincoln, NE 68522  
Covered Areas: Office/Display; Shop
- g. NDCS Central Office - Jill Ourada (Safety Officer)**  
Folsom and West Prospector Place, Building #1  
Lincoln, NE 68522  
Covered Areas :Building #1
- h. Nebraska Correctional Youth Facility- Kelly Turner (Safety Officer)**  
2610 N. 20<sup>th</sup> Street East  
Omaha, NE 68110  
Covered Areas: All areas
- i. Nebraska Correctional Center for Women – Kenneth Vodicka (Safety Specialist)**  
1107 Recharge Road  
York, NE 68467
- j. Cornhusker State Industries - Sandra Palin (Safety Manager)**  
800 Pioneers Blvd  
Lincoln, NE 68502

**Form A**  
**Contractor Proposal Point of Contact**  
**Request for Proposal Number 108829 O3**

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	Protex Central
Contractor Address:	6775 So. 118th Street Omaha, Ne 68137
Contact Person & Title:	Steven Bertram
E-mail Address:	steven.bertram@ProtexCentral.net
Telephone Number (Office):	402-592-8225
Telephone Number (Cellular):	402-306-6981
Fax Number:	402-592-8222

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	Protex Central
Contractor Address:	6775 So. 118th Street Omaha, Ne 68137
Contact Person & Title:	Steven Bertram
E-mail Address:	steven.bertram@ProtexCentral.net
Telephone Number (Office):	402-592-8225
Telephone Number (Cellular):	402-306-6981
Fax Number:	402-592-8222

**Form B**  
**Notification of Intent to Attend Optional Pre-Proposal Conference**  
**Request for Proposal Number 108829 O3**

Contractor Name:	David Buckley Protex Central
Contractor Address:	6775 So. 118th St. Omaha, Ne. 68137
Contact Person:	David Buckley
E-mail Address:	david.buckley@ProtexCentral.net
Telephone Number:	402-592-8225
Fax Number:	402-592-8222
Number of Attendees:	1

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to NDCS via e-mail ([dcspurchasing@nebraska.gov](mailto:dcspurchasing@nebraska.gov)), hand delivered or US Mail by the date shown in the Schedule of Events.

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

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

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

\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

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

FIRM:	<i>Protex Central</i>
COMPLETE ADDRESS:	<i>6775 So. 118<sup>th</sup> Omaha, Ne. 68137</i>
TELEPHONE NUMBER:	<i>402-592-8225</i>
FAX NUMBER:	<i>402-592-8222</i>
DATE:	<i>7-20-2021</i>
SIGNATURE:	<i>David A. Buckley</i>
TYPED NAME & TITLE OF SIGNER:	<i>David A. Buckley - Sr. Account Manager</i>