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RESPONSE PROPOSAL #2 of 2 FOR:
TECHNICAL and COST PROPOSALS

State of Nebraska Department of Correctional Services
SOLICITATION NUMBER: RFP 111549 03
Institutional Television Programming

Bid Due Date and Time:
2:00 PM Wednesday – June 15, 2022

TECHNICAL PROPOSAL

V. PROJECT DESCRIPTION AND SCOPE OF WORK

Buford Satellite Systems, L.P. (“BSS”) is providing two proposal responses to RFP 111549 O3. This is Response #2 of 2 and proposes the following:

- This proposal recommends the installation of DISH Smartbox equipment at ALL sites. This will satisfy any requirement to change programming on channels more frequently and quickly than C-band systems. See **EXHIBIT A** for all programming available through the DISH Smartbox.

As the incumbent provider of institutional programming to the 5 major facilities requested in the RFP, we are the most qualified provider of the requested services. BSS will be able to install the DISH systems at each facility in 2-3 working days. Following installation and activation of all new DISH systems, BSS will go back and over a period of 6-8 days to collapse/remove the existing C-band systems at RTC/LCC/DEC – NSP – NWCC – TSCI – OCC. This far exceeds any anticipated 3-month installation timeline. Please see **EXHIBIT C**.

BSS is in agreement with all terms of Item V. Project Description and Scope of Work. Some items request and require more information as follows. Responses to other items not covered below are found in the **RFP Attachment A** submitted as part of this RFP.

E. WORK PLAN

7. NDCS may review, audit, and/or change television programming on an as needed basis. Includes but not limited to removing inappropriate television programming as deemed by NDCS or addition of programming throughout a calendar year.

a. Contractor must provide instruction on process of requesting change to programming.

8. Television programming requests/changes must be requested to the contractor by the procurement officer/buyer or designee assigned to the contract. Proposal shall include a process workflow to make such a request.

BSS ANSWER/RESPONSE:

*The installation of the DISH Ku-band Smartbox at each facility will allow the facilities to change programming easily on an as needed basis as long as desired programming falls within DISH programming authorized packages. Programming requested outside of launched packages will result in an increase to the monthly rate. See **EXHIBIT A** for a full list of available channels with the DISH proposed system.*

The process for channel changes: The Procurement Officer/Buyer or other NDCS assigned agent will need to contact the BSS office by email or phone to make the initial request. Both parties will need to discuss and understand the processes before any changes in programming are made.

E. WORK PLAN

10. Contractor must provide service level agreement (SLA) and describe method of reporting service issues and confirmation/acknowledgements of requests and must include their service response times.

BSS ANSWER/RESPONSE:

*BSS agrees. Please see **SCHEDULE A**, BSS proposed Service Level Agreement (SLA).*

End of Scope of Work Response
Remainder of this page left intentionally blank.

VI. CORPORATE OVERVIEW

Contractor Identification and Information/Financial Statements, Change of Ownership/Office Location

Buford Satellite Systems, L.P. (“BSS”) is a Texas Limited partnership formed March 21, 2002 for the sole purpose of providing cable television and satellite TV services to the correctional industry. BSS headquarters are located at 16255 CR 178 - Tyler, TX 75703. We are attaching Financial Statements for 2020, 2021 and up through March, 2022.

All financial documents are marked and to be considered “Confidential” and never made available for public review. There is no change in ownership anticipated during the twelve (12) months following the proposal due date.

Relationship With the State

BSS currently provides television programming services to over 120 individual facilities in twenty-one (21) states including statewide contracts with the Michigan, Virginia, Nebraska and Wyoming Departments of Correction. We are the current provider of Institutional TV Programming at the following NDCS facilities: RTC/LCC/DEC, NSP, TCU, NWCC and OCC under **Contract 71096 O4**.

Contractor’s Employee Relations to State

BSS does not directly employ or subcontract with anyone who is or was an employee of the State within the past twelve (12) months.

Contract Performance

BSS has not had any contract failures, contract breaches, any civil or criminal litigation or any pending investigations.

Summary of Contractor’s Corporate Experience

Buford Satellite Systems, LP submits **Exhibit C** containing the requested summary matrix experience we have had implementing similar projects to this solicitation. These are details from the statewide services for the Wyoming, Michigan and Virginia Departments of Correction.

Summary of Contractor’s Proposed Personnel/Management Approach

BSS staff is comprised of dedicated and experienced industry professionals who possess a service-first mindset, which meets and exceeds the minimum experience as required. The qualification of the BSS staff responsible for the performance of any contract resulting from this RFP are outlined below and resumes contained in **EXHIBIT B**.

Sandy Barnett – General Manager

Phone: (866) 480-1844

Cell: (903) 245-1549

sandy@bufordmedia.com

As GM, Mrs. Barnett is responsible for the overall day to day operations and contract negotiations of BSS. She has 30 years of experience in Operations and Client Relations with 11 years of experience in the correctional industry. Her areas of expertise are management and consulting services in Cable TV focusing on operations, new product development, P/L management, forecast, technical management, governmental affairs and FCC Regulations. She is in constant contact with technical staff, Subcontractors and facilities to ensure compliance with contract terms and maintenance of systems is achieved.

Genelle Roselli, Operations Manager

Phone: (866) 480-1844

Cell: (903) 705-3522

genelle@bufordmedia.com

As Operations Manager, Ms. Roselli is responsible for service requests, programming launches, marketing and general inquiries. Ms. Roselli has over 25 years of experience in Marketing and Client Relations in the Cable TV industry and 14 years of experience in the correctional industry. Her area of expertise is troubleshooting and system operations. She works closely with the GM and Engineer to ensure all new installations and service issues are resolved in a timely manner.

Bob Green, Engineer

Phone: (866) 480-1844

Cell: (903) 539-1468

bob@bufordmedia.com

As Technical Services Engineer, Mr. Green is responsible for the day-to-day engineering and technical departments' operations. He oversees the nationwide staff of contractors BSS utilizes for service issues to ensure all issues are resolved in a timely manner. Mr. Green has 40 years of experience in the Cable TV industry with a focus on troubleshooting outages, system design and fiber systems.

Subcontracting

BSS in-house staff will always be the first line of response to all technical issues however subcontractors which may be assigned, from time to time, to this project are: Greg Boggs and Steve Converse of B&C System Integrators (Lead Technicians for this project), Timothy Ream, Satellite Communications and Aaron Buerskens, Professional Communications Systems, Inc.

B&C SYSTEMS INTEGRATORS

5100 Van Dorn St., Ste. 6174

Lincoln, NE 68506

(402) 413-5071 Office

(402) 417-4723 Cell

Greg Boggs has been actively designing installing TVRO, VSAT and RF headend both analog and digital for over 30 years. He has also worked with both copper and fiber cabling systems for distribution of network and RF systems. As one of the first Ku-band distributors in Lincoln, NE he is knowledgeable with the installation and maintenance of DISH network systems. He and his business partner **Steve Converse** have provided subcontracting services to Buford Satellite Systems, LP for the term of the existing NE DCS contract with quality service and results. They have worked on installation and service needs at BSS facilities in Missouri, Illinois and Tennessee.

SATELLITE COMMUNICATIONS

332 Leffingwell, Ste. 107
Kirkwood, MO 63122
(314) 574-1215

Tim Ream has over 25 years working in the satellite communication industry. He has built multiple C-Band and KU-Band systems in the commercial and correctional industries. He provides service and technical support for multiple companies including BSS. Mr. Ream could be involved in the DISH system installations and possible future maintenance service calls.

PROFESSIONAL COMMUNICATIONS SYSTEMS, INC.

937 Elder Court
Raymore, MO 64083
(816) 365-3652

Aaron Buerskens, Owner has over 15 years working in the satellite communications industry. He has built multiple KU-band systems in the commercial and correctional industries and provides service and technical support for multiple companies including BSS. Mr. Buerskens could be involved in the DISH system installations and future maintenance service calls.

Buford Satellite Systems, LP appreciates the opportunity to provide this response for RFP 111549 O3 to the NDCS for the requested Institutional TV Programming services for your consideration. Should you need any clarification or have questions regarding this submission, please contact Sandy Barnett, General Manager, by telephone at (866) 480-1844 or by email: sandy@bufordmedia.com.

End of Corporate Overview Response
End of Technical Proposal
Remainder of this page left intentionally blank.

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:
			

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:
SB			

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.

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:
SB			

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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****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:
SPB			

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:
SPB			

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:
SPB			

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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:
SB			

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:
SB			

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:
SB			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third

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

2. INTELLECTUAL PROPERTY

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

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

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

6. 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:
JA			

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. PERFORMANCE BOND

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

The Contractor may be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for 6 months from the date the contract is effective. The amount of the cashier's check or bond must be twenty thousand dollars (\$20,000). The check or bond, if required, will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. ASSIGNMENT, SALE, OR MERGER

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

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.

Q. 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:
SB			

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.

R. FORCE MAJEURE

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

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.

S. CONFIDENTIALITY

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

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.

T. EARLY TERMINATION

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

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.

U. **CONTRACT CLOSEOUT**

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

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:
SA			

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:
SP			

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 <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
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:
SP			

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:
SB			

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. INSURANCE REQUIREMENTS

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

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 (five) (5) years 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 (five) (5) years 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.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
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>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"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:

Agency: NE Department of Correctional Services
 Attn: AJ Divis
 801 W. Prospector Pl., BLDG. 1
 Lincoln, NE 68522

Insurance certificates are encouraged to be sent to 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.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

SB			
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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.

J. STATE PROPERTY

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

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

K. SITE RULES AND REGULATIONS

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

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

L. NDCS SECURITY

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

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's personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities. Wireless devices and/or cellular phones are prohibited from NDCS Facilities unless authorized prior to entry. If necessary, any wireless/cellular communication device needing prior approval for entry to perform services will be submitted prior to entry utilizing a form entitled: *Cellular Device Institutional Use Report*.

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:
SB			

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 <https://das.nebraska.gov/materiel/docs/pdf/Technology%20Access%20Clause%2020210608%20FINAL.pdf> 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:
SP			

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	NOTES/COMMENTS:

		Solicitation Response (Initial)	
SB			

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:
SB			

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:
SB			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices must include but not be limited to: location, date of service, invoice number, description of programing / service, contract pricing, unit of measure, etc. A copy of the approved, signed work order will be submitted with each monthly invoice. No invoice will be approved unless the associated deliverables/services have been received and approved. Invoices must be submitted to NDCS Accounts Payable monthly. Bidder to provide sample of invoice format with proposal.

Invoices: NE Department of Correctional Services
Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661

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

Accounts Payable Contact (402) 479-5715

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

D. INSPECTION AND APPROVAL

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

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:
SB			

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:
SB			

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 (0.5% 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.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number (####)Z1

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:	BUFORD SATELLITE SYSTEMS, LP
Contractor Address:	16255 CR 178 Tyler, TX 75703
Contact Person & Title:	Sandy Barnett, General Manager
E-mail Address:	sandy@bufordmedia.com
Telephone Number (Office):	(866) 480-1844
Telephone Number (Cellular):	(903) 245-1549
Fax Number:	(903) 833-4222

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:	BUFORD SATELLITE SYSTEMS, LP
Contractor Address:	16255 CR 178 Tyler, TX 75703
Contact Person & Title:	Sandy Barnett, General Manager
E-mail Address:	sandy@bufordmedia.com
Telephone Number (Office):	(866) 480-1844
Telephone Number (Cellular):	(903) 245-1549
Fax Number:	(903) 833-4222

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 workplace.

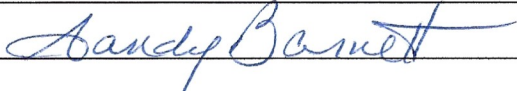
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

N/A 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.

N/A 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.

N/A 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:	BUFORD SATELLITE SYSTEMS, LP
COMPLETE ADDRESS:	16255 CR 178 - TYLER, TX 75703
TELEPHONE NUMBER:	(866) 480-1844
FAX NUMBER:	(903) 833-4222
DATE:	6-14-2022
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Sandy Barnett, General Manager

**RFP 111549 O3
Attachment A
Project Requirements and Scope of Work Matrix**

BIDDER NAME: BUFORD SATELLITE SYSTEMS, LP

For each component, respond by marking Yes/No and provide narrative response.

V.C. PROJECT REQUIREMENTS Part 2.0		
2.1. Worth 0-50 points		
NDCS building/facility roof tops cannot be used to anchor any equipment. Describe below how and where equipment will be placed. Contractor will only install equipment where authorized by designated NDCS staff.	Yes	No
	X	
Narrative Response Here: Buford will coordinate location of dishes and headedend equipment with facility personnel to determine the best location that also allows for proper signal strength and distribution.		
2.2. Worth 0-50 points		
The proposed solution must provide two (2) dedicated in-house channels to display internal information and media content. Describe how NDCS staff can access the in-house channels to provide educational or "in-house" programing, media and messaging to the inmate population.	Yes	No
	X	
Narrative Response Here: Facility DVD player, character generator, laptop, etc. would be located at the headend with the dedicated channels. Staff may utilize their equipment as needed.		
2.3 Worth 0-50 points		
If access to the State's internet network is required, Contractor must comply with the Nebraska Office of the Chief Information Officer (OCIO) standards and requirements. [See section III. Q.] Compliance may include working directly with OCIO to integrate access from state computers. Describe how the responding bidder expects to work with the OCIO team.	Yes	No
	X	
Narrative Response Here: If BSS determines the need to access our equipment remotely, we will comply with all OCIC standards and requirements and be diligent in our compliance.		
2.4. Worth 0-50 points		
The proposed solution must have capability to integrate with facility Local Area Network (LAN). Describe below how this will be achieved.	Yes	No
	X	
Narrative Response Here: We do not have the need to integrate with the facility's LAN but reserve the right to revisit this in the future should this be needed. We will work with any and all staff and entities to comply with standards and requirements.		

V.F. WORK PLAN Part 3.0

3.1. Worth 0-40 points

The proposed solution will provide all equipment, excluding the current equipment in place and owned by NDCS, associated with installation of required equipment to obtain the television programming. Any cost for the provision of the Contractor's equipment must be incorporated into the monthly service fee. Equipment supplied by the Contractor remains the Contractor's property throughout the life of the contract. Describe how additional equipment is factored into the monthly service costs for each facility and over what length of time.	Yes	No
	X	X

Narrative Response Here:
 Buford will maintain any equipment required for the installation and provision of required satellite signals for the requested service. If additional equipment and programming is needed per an NDCS request for additional channel(s), BSS will provide a quote for the requested additional programming to be based on a length of time determined by mutual agreement of BSS and the NDCS. Quotes will include equipment, installation of equipment and all future maintenance of equipment. All equipment install by BSS belongs to BSS.

3.2. Worth 0-40 points

Contractor will maintain and service television and media content equipment (excluding equipment owned by NDCS facilities) as needed to obtain television and media content programs requested by NDCS facilities. Contractor must be responsible for maintenance and/or repair costs to contractor provided equipment at no expense to NDCS. Contractor will schedule and coordinate service and maintenance in advance with designated facility staff. Describe the response time for maintenance, upkeep and repairs to the system(s).	Yes	No
	X	

Narrative Response Here:
 Buford will respond to all calls and emails reporting an issue within an hour and typically within minutes when reported during normal working hours, M-F, 8a-5p. Our after hours Answering Service sends out a text and email to Buford personnel who respond within the same time frame. BSS technical staff reviews all equipment when on site for a technical issue or upgrade. Resolution to equipment failure is typically resolved within 48 hours. BSS has a fully stocked warehouse or will order parts needed to be overnighted. See attached Schedule A - Proposed SLA and Schedule B - Problem Escalation Plan (PEP)

3.3. Worth 0-40 points

NDCS may review, audit, and/or change television programming on an as needed basis. This includes but not limited to removing inappropriate television programming as deemed by NDCS or addition of programming throughout a calendar year. Describe the process by which NDCS may request such changes and time frame for implementation.	Yes	No
	X	

Narrative Response Here:
 The NDCS will need to make a formal request for the desired change by written notification to Buford. BSS will review and discuss with the NDCS the requested change and options available. Any programming change agreed upon will be implemented.

3.4. Worth 0-40 points

Contractor must have service available twenty-four (24) hours per day, seven (7) days per week. Provide service level agreement (SLA) that describes method of reporting service issues, confirmation/acknowledgements of requests and include service response times. SLA's with service call completion later than 48 hours after initial request may be a factor in award consideration.	Yes	No
	X	

Narrative Response Here:
 Buford has service available twenty-four hours/day, seven days/week. See proposed SLA as Schedule A and Problem Escalation Plan as Schedule B.

3.5. Worth 0-40 points		
Each TV must be able to independently select channels from the authorized channel offerings. For example, Housing Unit 1 TV may play one channel while Housing Unit 2 TV plays a different channel and inmates play entirely different channels on their individual TVs in their cells. Describe how the proposed response meets this need.	Yes	No
	X	
Narrative Response Here: The proposed system(s) provide the ability for any single TV to play any channel in the lineup separately from whatever may be playing on any other TV. This is possible based on the distribution from the headend feeding all cells, day rooms or other desired viewing areas.		
V. G. TELEVISION PROGRAMING Part 4.0		
4.1. Worth 0-20 points		
Does the Contractor offer pre-set packages?	Yes	No
	X	
Narrative Response Here: All programming offered in this bid submission is a preset package.		
4.2 Worth 0-20 points		
Does the Contractor offer ala-carte television program selection?	Yes	No
	X	
Narrative Response Here: Yes and programming can be priced ala-carte upon request.		
4.3. Worth 0-20 points		
Is NDCS able to remove specific television programming?	Yes	No
	X	
Narrative Response Here: Programming can be temporarily removed from viewing by powering off the channel modulator or disconnecting the receiver from the modulator. If you're wanting to permanently remove programming, see response to 3.3 in Technical Proposal.		
4.4. Worth 0-20 points		
Is NDCS able to customize television package line up?	Yes	No
	X	
Narrative Response Here: Yes, Buford specializes in customizing your television programming.		
4.5. Worth 0-20 points		
NDCS will not accept the VICE Network channel(s). Can the proposing Bidder accommodate this NDCS need?	Yes	No
	X	

Narrative Response Here:
 Yes, Buford will not provide VICE.

4.6. Worth 0-20 points

No religion specific channels unless provided at no cost. Describe what religious channels (faith tradition) are being proposed and whether they are free to NDCS.	Yes	No
	X	

Narrative Response Here:
 Trinity Broadcast Network is a partner with Buford Satellite and provides their basic 4 channels free of cost: TBN, Enlace (TBN in Spanish), PosiTIV and TBN Inspire. There are other religious programs available free of charge that can be discussed if other religious channels are needed.

4.7. Worth 0-20 points

Is the Contractor able to provide a ratings guide for each channel and network offered in the bid?	Yes	No
	X	

Narrative Response Here:
 Yes, provided upon request.

V. K. PERFORM IMPLEMENTATION Part 5.0

5.1. Worth 0-60 points

Proposals must include a project chart describing projected implementation timelines and phases by facility location. Has such an implementation plan been attached with the proposal? (No Narrative Response)	Yes	No
	X	

Narrative Response Here:
 Yes, see Schedule A.

5.2. Worth 0-60 points

The transition period for installation and beginning of service should not exceed three (3) months from time of scheduling for each facility. Does the proposed solution meet these timelines? Proposed timeframes may be considered during the evaluation process. Describe implementation phasing by location.	Yes	No
	X	

Narrative Response Here:
 Within 30 days of contract award, Buford will begin installation of tall sites, each taking 2-3 days. See attached Exhibit C.

NDCS SITE LOCATIONS: Part 6.0

For each below site, the Bidder will need to mark whether they are able to service the location.
 Worth 20 points each.

Facility Name and Site Addresses	Yes	No
----------------------------------	-----	----

<p>6.1 Reception Treatment Center (RTC) 3218 West Van Dorn Lincoln, NE 68522</p> <p>a. Lincoln Correctional Center (LCC) 3216 West Van Dorn Lincoln, NE 68522</p> <p>b. Diagnostic Evaluation Center (DEC) 3220 West Van Dorn Lincoln, NE 68522</p>	X	
<p>6.2 Nebraska State Penitentiary (NSP) 4201 South 14th Street Lincoln, NE 68502</p>	X	
<p>6.3 Community Correctional Center – Lincoln (CCCL) 2720 West Van Dorn Lincoln, NE 68522</p>	X	
<p>6.4 Nebraska Correctional Center for Women (NCCW) 107 Recharge Road York, NE 68467</p>	X	
<p>6.5 Omaha Correctional Center (OCC) 2323 Ave J Omaha, NE 68110</p>	X	
<p>6.6 Community Correctional Center – Omaha (CCCO) 2320 Ave J Omaha, NE 68110</p>	X	
<p>6.7 Tecumseh State Correctional Center (TSCI) 2725 North Highway 50 Tecumseh, NE 68450</p>	X	
<p>6.8 Work Ethic Camp (WEC) 2309 US-83 McCook, NE 69001</p>	X	
<p>6.9 Nebraska Correctional Youth Facility (NCYF) (OPTIONAL) 2610 N 20th Street East Omaha, NE 68110</p>	X	

CHANNEL OFFERINGS: Part 7.0

7.1 Required Channels

Is the bidder able to provide the following required channels for all serviceable locations?

Bidder to complete the table below by marking “Yes”, if the channel is offered or “No”, if the channel cannot be offered.

****EXAMPLE FOR BIDDER BELOW**

Required Channels with no alternatives	Mark Yes if bidder can provide required Channel or No if bidder cannot	
	Yes	No
Dedicated In-House #1	X	
Dedicated In-House #2	X	
CSPAN		X
Big 10 Sports Channel	X	
Local NBC	X	
Local ABC	X	
Local CBS	X	
Local FOX	X	

Bidder To Complete the following table:
Worth 20 points each.

Required Channels with no alternatives	Mark Yes if bidder can provide required Channel or No if bidder cannot	
	Yes	No
7.1.1 Dedicated In-House #1	X	
7.1.2 Dedicated In-House #2	X	
7.1.3 CSPAN	X	
7.1.4 Big 10 Sports Channel	X	
7.1.5 Local NBC	X	
7.1.6 Local ABC	X	
7.1.7 Local CBS	X	
7.1.8 Local FOX	X	

7.2 Core Channel Offerings

Bidder should list channel offers appropriate for each programming category listed below.

If Additional Channel Offerings are available, please list them on the Additional and/or Alternative Offerings section below.

****EXAMPLE FOR BIDDER BELOW**

Programming Categories Required (If Additional Channel Offerings are Available, Please List on the Additional Channel Offerings Tab)	Specify Channel for each Programming Category
News With Varying Content/ View Points Examples: CNN, FOX, ABC, NBC[Minimum of two (2)]	
1. 2.	CNN FOX

Bidder To Complete the following table:
Worth 10 points each.

Programming Categories Required	Specify Channel for each Programming Category
24 Hour Weather	
7.2.1	1. The Weather Channel
News With Varying Content/ Viewpoints Examples: CNN, FOX, ABC, NBC [Minimum of two (2)]	
7.2.2 7.2.3	1. Fox News Channel 3. CNN 2. CBS, ABC, NBC, FOX
Family/Cartoon Examples: Cartoon Network [Minimum of one (1)]	
7.2.4	1. Cartoon Network
Documentary/ Reality/ Drama/ Human Interest Examples: History, A&E, TruTV, Bravo, TLC [Minimum of four (4)]	
7.2.5	1. A&E
7.2.6	2. History
7.2.7	3. TruTV
7.2.8	4. Discovery
Motion Picture/ Series Drama/Action/Comedy/ Sitcom Multiple Genres Acceptable Examples: Syfy, AMC, FX, Turner, USA [Minimum of four (4)]	
7.2.9	1. Syfy
7.2.10	2. AMC
7.2.11	3. USA

7.2.12	4.	TBS
Sports Examples: ESPN, FS [Minimum of three (3)]		
7.2.13	1.	ESPN
7.2.14	2.	ESPN2
7.2.15	3.	Big Ten Network
Spanish-Speaking Examples: Univision, Galavision [Minimum of one (1)]		
7.2.16	1.	Univision
African American Television Network Examples: BET, OWN, Aspire [Minimum of one (1)]		
7.2.17	1.	BET

EXHIBIT A

**FULL CHANNEL AVAILABILITY LIST FOR DISH NETWORK SMARTBOX SITES
 (NOT C-BAND LOCATIONS)**

3ABN	E! Entertainment Television	Inspiration	TBN Inspire
A&E	Enlace	Inspiration Network	TBS
ACC Network	ESPN	Investigation Discovery	Telemundo
AMC	ESPN2	ION	Tennis Channel
America's Voice	ESPNEWS	Lifetime	The Cowboy Channel
Animal Planet	ESPNU	Lifetime Movie Network	TLC
AXS TV	Eternal World TV	Longhorn Network	TNT
Azteca America	Family Movie Classics	MeTV	Travel Channel
BBC America	FETV	MLB Network	truTV
BET	Food Network	MotorTrend	TUDN
Big Ten Network	FOX News	MSNBC	Turner Classic Movies
Binge TV	FOX Sports 1	M1V	TV Games Network
Black News Channel	Fox Sports 2	MTV Live	TV Land
Bloomberg	Freeform	MTV2	TVG2
Bounce	FUSE	NASA	UniMas
Bravo	FX	National Geographic	Universo
BUZZR	FXX	NBA TV	Univision Este
BYU TV	FYIHistory	NewsNation	USA Network
Cartoon Network (E)	GAC Family	NFL Network	VH1
Christian TV Network	GAC Living	NHL Network	Weather Channel
Circle	Galavision	Nick at Nite	Women's Entertainment
CMT	getTV	Oprah Winfrey Network	World Fishing Network
CNBC	Golf Channel	Oxygen	
CNN	GRIT	PAC-12 Network	
Comedy Central	GSN	Paramount Network	
Comet	Hallmark Channel	Pop	
Cooking	Hallmark Movies and Mysteries	Pursuit	
Cozi TV	Headline News	Recipe TV	
C-SPAN	Heroes & Icons	Reelz	
C-SPAN 2	History	RFD-TV	
Daystar	History en Español	SEC	
Discovery Channel	Home and Garden	Sonlife Broadcasting Network	
Discovery en Español	In Country Network	Start TV	
Disney Channel (E)	Independent Film Channel	Syfy	

EXHIBIT B
Resumes for Buford Satellite Systems, LP

Name of Company Submitting Proposal:		BUFORD SATELLITE SYSTEMS, LP	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	✓	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Sandy Barnett	Key Personnel: (Yes or No)	Yes
Individual's Title:	General Manager		
Years in Classification:	4 yrs	Years with Firm:	11 yrs
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
<p>My professional career has consistently leaned towards excellence in customer service while working with industry leaders internally (cable/satellite TV) and externally (correctional associations) to promote our company and capabilities. It is significant to understand everyone's professional perspective and mandated needs in order to achieve mutual success in each contractual association.</p>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<p>BUFORD SATELLITE SYSTEMS, LP (2016 - Current) – Tyler, TX Operations Manager for 2 years and promoted to GM in Nov., 2018. Oversee daily operations and growth of our company in existing and new correctional facilities across the USA. Responsibilities include hiring office personnel integral to the day-to-day function of our systems with a focus on customer service, advertising and sales, follow up on any escalated service issues and travel to facilities for site visits and to attend national and statewide conferences relevant to corrections and cable/satellite television.</p>			
<p>CORRECTIONAL COMMUNICATIONS, INC. (2005 - 2010) – Tyler, TX Administrative Assistant to the Vice President of Operations: Oversaw daily functions of satellite/cable television services to correctional facilities across the USA. Responsibilities included invoicing, service calls, oversight of installations and maintenance – equipment orders, schedule technicians, file new system launches and report to VP of Operations and owners of company.</p>			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
<p>Stephen F. Austin State University – Nacogdoches, TX (1983) Bachelor of Science in Forestry University of Texas - Tyler, TX (1985) Two (2) semesters towards Master of Public Administration</p>			

EXHIBIT B
Resumes for Buford Satellite Systems, LP

CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>	
National Cable Technical Institute (NCTI) – 2020/2021 completion	
REFERENCES A minimum of three (3) references are required.	
<i>Reference #1:</i>	
Name:	<i>David Starrett</i>
Title:	<i>CFO, Buford Satellite Systems, LP</i>
Phone Number:	<i>(903) 561-4411</i>
Email Address:	<i>david@bufordmedia.com</i>
<i>Reference #2:</i>	
Name:	<i>Bennett Hooks</i>
Title:	<i>CEO, Buford Satellite Systems, LP</i>
Phone Number:	<i>(903) 561-4411</i>
Email Address:	<i>bennett@bufordmedia.com</i>
<i>Reference #3:</i>	
Name:	<i>Nancy Bolton</i>
Title:	<i>VP of Operations (retired)</i>
Phone Number:	<i>(903) 570-9932</i>
Email Address:	<i>Nbolton1966@gmail.com</i>
<i>Reference #4</i>	
Name:	<i>Bernard Scott</i>
Title:	<i>Program Manager / Administrative Assistant - Contracts</i>
Phone Number:	<i>(517) 899-5497 Cell</i>
Email Address:	<i>ScottB4@michigan.gov</i>

EXHIBIT B
Resumes for Buford Satellite Systems, LP

Name of Company Submitting Proposal:		Buford Satellite Systems, LP	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	✓	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Genelle Roselli	Key Personnel: (Yes or No)	Yes
Individual's Title:	Operations Manager		
Years in Classification:	4	Years with Firm:	4
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
<p>I am a well-rounded professional having worked in the telecommunications business since 1995 in the following areas: Customer Service – Marketing - Front Office - Dispatch & Technical - Commercial and Operations.</p> <p>Adelphia Communications, Toms River, NJ - Customer Service, Dispatch & Work Router, Front Office, Marketing Manager Comcast Communications, Toms River NJ - Marketing Manager Correctional Cable TV, Tyler, TX - Customer Coordinator, Special Accounts Manager Buford Satellite Systems LP, Tyler, TX - Operations Manager</p>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<p>Buford Satellite Systems, LP (2018 – Present) – provide level 2 technical support for all clients. Oversee level 1 support and training of level 1 TechOps personnel to ensure consistent standard of excellent service is provided to all clients. Interact with personnel on all contracts to ensure prompt resolution on any service issues with a keen focus on Michigan, Virginia, Nebraska, Washington and Wyoming statewide contracts. Procure best rates on equipment purchases from vendors. Auditing of monthly programming signals for accuracy. Communicate frequently with our TechOps CSR, GM, and Engineer to ensure all client issues are resolved in a timely manner.</p> <p>Correctional Caba TV (Suddenlink/Altice USA – Universal Cable Holdings) (2006- 2018) – first contact for all accounts. Troubleshoot client issues and successfully resolved many over the phone. Worked with statewide and individual client accounts/contracts to ensure excellent customer and technical service was always provided. Did monthly client billing and payment collections. Completed all purchase order and coding/submission of vendor and contractor billings.</p>			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			

EXHIBIT B
Resumes for Buford Satellite Systems, LP

Ocean County College - Toms River, NJ
 Comcast University - Philadelphia, PA
 Women in Cable Television - Tyler & Houston, TX

CERTIFICATIONS
Information required shall include type of certification and date completed/received.

Dale Carnegie Development Trainings, Philadelphia, PA
 Franklin Covey Leadership Courses, Philadelphia, PA
 National Cable Television Institute, Centennial, CO (2020)
 Dish Network Certified SmartBox Technician, Tyler, TX (2022)

REFERENCES
 A minimum of three (3) references are required.

Reference #1:

Name:	<i>Jim Batch</i>
Title:	<i>Owner – Cat-V Engineering</i>
Phone Number:	<i>(989) 233-1626</i>
Email Address:	<i>cat-v@chartermi.net</i>

Reference #2:

Name:	<i>Tim Ream</i>
Title:	<i>Owner – Satellite Communications</i>
Phone Number:	<i>(314) 574-1215</i>
Email Address:	<i>timream@sbcglobal.net</i>

Reference #3:

Name:	<i>Annette Huggins</i>
Title:	<i>Project Coordinator – USSI Global</i>
Phone Number:	<i>(321) 328-1122</i>
Email Address:	<i>annette.huggins@ussiglobal.com</i>

EXHIBIT B
Resumes for Buford Satellite Systems, LP

Name of Company Submitting Proposal:		BUFORD SATELLITE SYSTEMS, LP	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	✓	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Bob Green	Key Personnel: (Yes or No)	Yes
Individual's Title:	Engineer		
Years in Classification:	33	Years with Firm:	2
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
<p>40+ year experience working in the Telecommunications Field. 1975-1983 N. Little Rock, AR. Chief Technician- Times Mirror Cable 1983-1989 Sacramento, CA Chief Technician- Cable America 1989-2000 Cabot, AR Regional Engineer -Buford Television 2000-2008 Tyler, TX Owner/Engineer- C & N Cable 2008-2016 Tyler, TX Director of Construction- Suddenlink Communications. 2016-2020 Tyler, TX Fiber Installation Inspector- American Electric Power 2020-now Tyler, TX Engineer- Buford Satellite Systems</p>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<p>Have worked over 40 Years in construction, technical, and engineering capacities for cable companies including Buford Television, Suddenlink (now Altice) and Buford Satellite Systems, LP.</p>			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
<p>United States Air Force Technical Training at Shepard Air Force Base in San Antonio, TX. Completed Exterior Power Line Training 1974. Air Force certification, I no longer have or can get. American River College in Sacramento, CA: Electronics study. 1984-1985 No degree</p>			
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>			

EXHIBIT B
 Resumes for Buford Satellite Systems, LP

REFERENCES A minimum of three (3) references are required.	
Reference #1:	
Name:	<i>David Starrett</i>
Title:	<i>CFO</i>
Phone Number:	<i>(903) 561-4411</i>
Email Address:	<i>david@hooksmg.com</i>
Reference #2:	
Name:	<i>Bennett Hooks</i>
Title:	<i>CEO</i>
Phone Number:	<i>(903) 561-4411</i>
Email Address:	<i>bennett@bufordmedia.com</i>
Reference #3:	
Name:	<i>Ben Hooks</i>
Title:	<i>Chairman</i>
Phone Number:	<i>(903) 561-4411</i>
Email Address:	<i>ben@bufordmedia.com</i>

EXHIBIT C

NEBRASKA DSC - PROPOSED IMPLEMENTATION TIMEFRAME

The BSS Team, led by Sandy Barnett will schedule conference calls with each facility to introduce our team and review the scope of work for each location. We will submit any needed paperwork for clearances and tool lists to appropriate personnel identified on each call. The expected order of installation is as follows:

Facility (Headend) Name	Installation Order	Upgrades to Existing System	New System Build	Days On site
Recreation Treatment Center (RTC)	1		Yes	3
Lincoln Correctional Center (LCC)	1		Yes	3
Diagnostic Evaluation Center (DEC)	1		Yes	3
Nebraska State Penitentiary(NSP)	2		Yes	3
Nebraska Correctional for Women (NCCW)	3		Yes	3
Omaha Correctional Center (OCC)	4		Yes	3
Tecumseh State Correctional Center (TSCI)	5		Yes	3
Community Correctional Center – Lincoln (CCCL)	6		Yes	3
Community Correctional Center – Omaha (CCCO)	7		Yes	3
Work Ethic Camp (WEC)	8		Yes	3
Nebraska Correctional Youth Facility (NCYF)	9		Yes	3

EXHIBIT D

PAST PERFORMANCE CONTINUED

The contractor should provide narrative descriptions to highlight the similarities between the contractor's experience and this RFP. Descriptions should include the time period of the project, scheduled and actual completion dates, contractor's responsibilities, name of a contact with phone and fax numbers and email address. Each project should describe whether the work was performed as the Prime Contractor or as a Subcontractor. If Prime Contractor, describe original scheduled completion date and budget and actual completion date and budget.

CASE STUDY	
Project Title	MI DOC Statewide Contract to Install Local/Cable/Satellite Television Services
Duration of the Project	Oct. 4, 2019 - March 13, 2020
Specific Contact Information:	Organization Name: Michigan Dept. of Corrections Contact Person Name: Bernie Scott Telephone Number: Cell - 517-899-5497 F AX: N/A Email Address: ScottB4@michigan.gov
The vendor should summarize below the past project's similarity to this solicitation in size, scope and complexity.	
<p>Buford Satellite Systems, LP (BSS) was the Prime Contractor for this project. BSS was awarded the Michigan DOC (MDOC) statewide contract in the Summer of 2019. This contract was originally for delivery of fifty-three (53) local/cable/satellite television channels to the nineteen (19) State-run facilities. As the incumbent provider, BSS was to rewire all headends, add 7 additional programs and remove 9 others as the bid required at each site. A Project Plan was submitted providing phases of completion to each facility with the dispatch of three (3) project teams. This plan was approved and implemented at the first site on or around October 4, 2019. Installs to be completed by January 1, 2020.</p> <p>Roughly a month into the installation rebuilds, the MDOC elected to add Fox News and extended the installation deadline to February 14, 2020. In December, 2019 the MDOC requested five (5) additional channels be added and extended the installation deadline to March 31, 2020.</p> <p>By cooperative efforts of all parties, the MDOC was able to provide all requested channels including channel add requests in a timely manner to their offenders with little or no disruption to television viewing. The last fully completed site was done on March 13, 2020 with only three (3) prisons waiting for single replacement receivers from programmers who were experiencing issues with new MPEG4 technology.</p> <p>Contract Term: Oct. 1, 2019 - Sept. 30, 2024 Contract Value for the life of the Term: \$8,979,134.00</p>	

EXHIBIT D

PAST PERFORMANCE REFERRALS

The contractor should provide narrative descriptions to highlight the similarities between the contractor's experience and this RFP. Descriptions should include the time period of the project, scheduled and actual completion dates, contractor's responsibilities, name of a contact with phone and fax numbers and email address. Each project should describe whether the work was performed as the Prime Contractor or as a Subcontractor. If Prime Contractor, describe original scheduled completion date and budget and actual completion date and budget.

CASE STUDY

Project Title	Wyoming DOC - Contract for Statewide Satellite TV Services
Duration of the Project	Aug. 31, 2018 - Sept. 30, 2023
Specific Contact Information:	Organization Name: Wyoming Department of Corrections Contact Person Name: Elaya Earl Telephone Number: 307-777-7208 • Work FAX: N/A Email Address: eleya.earl1@wyo.gov

The vendor should summarize below the past project's similarity to this solicitation in size, scope and complexity.

Buford Satellite Systems, LP (BSS) was the Prime Contractor for this project. BSS was awarded the Wyoming DOC statewide contract on June 25, 2018. This contract was for delivery of forty-five (45) channel system comprised of local/cable/satellite television programming to the five (5) prison sites in Wyoming. As the incumbent provider, BSS rebuilt all headends and added 5 additional programs not previously part of the channel lineup. A Project Implementation Plan was put together and two (2) installation teams dispatched to handle the rebuild and addition of channels.

Rebuild and installation began on September 17, 2018 and was completed on October 31, 2018. Proposed dates for the Implementation Plan were followed and the same as the above referenced dates of Sept. 17, 2018 with completion on October 31, 2018.

All five (5) facility headends were rebuilt and additional contracted programming added with little to no disruption to television viewing by the offender population.

Contract Term: Aug. 31, 2018 - Sept. 30, 2023
Contract Value for the 5-year term: \$1,169,388.00

EXHIBIT D

PAST PERFORMANCE REFERRALS

The contractor should provide narrative descriptions to highlight the similarities between the contractor's experience and this RFP. Descriptions should include the time period of the project, scheduled and actual completion dates, contractor's responsibilities, name of a contact with phone and fax numbers and email address. Each project should describe whether the work was performed as the Prime Contractor or as a Subcontractor. If Prime Contractor, describe original scheduled completion date and budget and actual completion date and budget.

CASE STUDY

Project Title	Cable Television Programming for GEO (BOP facility)
Duration of the Project	July 30, 2019 through August 5, 2019
Specific Contact Information:	Organization Name: GEO -Northlake Correctional Facility (MI) Contact Person Name: James Galloway Telephone Number: (704) 543-3400 Office (601) 507-9076 Cell Email Address: jgalloway@geogroup.com

The vendor should summarize below the past project's similarity to this solicitation in size, scope and complexity.

Buford Satellite Systems, LP was contracted to install a 20-channel DISH ku-band system at the GEO-Northlake Correctional Facility in Baldwin, MI in July, 2019.

One of Buford's Michigan technicians began installation of the DISH Smartbox on July 30th, 2019 (a Wednesday) and completed installation of the Smartbox and tearout of 2 C-band dishes on August 5, 2019 (Monday). Installation, activation and confirmation of Smartbox programming was verified on August 6th, 2019. All target dates/timelines were met.

Contract term: 8/6/2019 - 8/5/2024

Contract Value for Term: \$124,763.40

SCHEDULE A Service Level Agreement

Definition and Purpose

The Contractor must provide a Custom Support Program for the Nebraska DOC facilities

Timeframe of Expected Resolution (TER) will be measured from the time the Contractor is notified by NDOC Staff identifying an initial issue. The event is considered resolved when the Contractor has documented that the issue has been addressed and confirmed by the reporting facility that functionality has been restored.

1. The Contractor must provide television services and technical support and repairs to all Nebraska DOC facilities covered by this contract.
2. The Contractor must provide confirmation of receipt of any complaint or technical issue reported by email or phone call and document the reporting person.
3. The confirmation must include a Timeframe of Expected Resolution.
4. If a resolution cannot be reached via telephone or email instructions, a technician must be dispatched to respond and equipment shipped to resolve the issue within 48-hours after any failed attempt to resolve by phone or email instruction.
5. Any reported issue beyond the launch amplifier (demarcation point) are NDOC responsibility. Contractor will begin working on identification and resolution of any such issue as soon as notified and authorized by the NDOC to assist the NDOC. Such authorization will be in the form of a State Issue Purchase Order.

Data Source

The Contractor will provide a monthly call log report for all facilities under this contract.

The event will be considered resolved when the Contractor has documented that the issue has been addressed and confirmed by the facility that full functionality has been restored, typically within 48 hours.

Example of Monthly Call Log Report

NSP	5/26/22 12:18 PM		Email from Rob Treptow - ch 21 is off.	Reply email asking Rob to power cycle the Harmonic XOS server to restore Ch 21. Had Warner send a signal refresh to the unit. Rob will email/call to let us know Ch 43 came back on.		
NSP	5/23/22 6:08 AM		Email from Rob Treptow.	Channel 43 is restored. Issue closed.	5/23/22 8:08 AM	0.74

SCHEDULE B

PROBLEM ESCALATION PLAN (PEP)

BSS service is typically available 100% of the time however some disruption of your Buford Satellite Systems, LP (BSS) cable/satellite television service maybe caused by the following:

- Weather related issues such as snow on the satellite dishes or ‘rain fade’ signal interruption on smaller dishes.
- Mechanical failures of programming receive equipment.
- Extreme temperature in the equipment room where BSS equipment is located – e.g. room temperature exceeds 73° F.
- Tampering of BSS equipment (inadvertently or intentionally) – e.g. mowers hitting dishes(es), roofing crew working on-site, etc.
- Failure of Facility-owned distribution system (this is not a BSS covered failure however we will work with facility to help restore service.).

Many of these issues can be resolved over the phone with simple troubleshooting or with installation of plug-and-play equipment provided by BSS and installed by Facility staff. Equipment is typically available from our warehouse for same-day shipping or can be ordered and vendor shipped within 24-hours.

Process for Establishing the existence of a problem:

The staff at each facility (Facility) will first need to verify the issue in the following manner:

- Tune television/monitor in Head-end (HE) to channel reported as problem and visually confirm issue.

Once issue has been viewed and verified, Facility Staff should report the issue to Buford Satellite Systems, LP (BSS) personnel by calling the following tollfree helpline or by E-mailing the following BSS staff members as outlined below.

First Tier to call or email with channel issue or outage:

TOLL FREE NUMBER: **(866) 480-1844**

Genelle Roselli, Operations Manager genelle@bufordmedia.com

Bob Green, Engineer bob@bufordmedia.com

Sandy Barnett, General Manager sandy@bufordmedia.com

Names, title, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem:

Genelle Roselli, Operations Manager – first line of response.

Bob Green, Engineer – first line of response.

Sandy Barnett, General Manager – secondary line of response.

Once an issue has been reported to BSS Personnel:

- BSS technical staff will troubleshoot with Facility designated personnel while they are in front of the BSS equipment.
- If the issue is not resolved over the phone and determined to be BSS equipment failure, BSS will ship the appropriate equipment needed from the BSS warehouse or appropriate equipment vendor and advise staff if a technician will also be dispatched or if facility staff will need to do a simple wire-for-wire equipment swap.
- Technicians dispatched by BSS will arrive within 24-48 hours as approved for entrance by facility.
- Severe weather or national emergencies might prevent or delay travel, unexpected illness such as the recent COVID-19 outbreak, or other unforeseen circumstances may delay dispatch or arrival of a technician. In such instances, BSS will get a technician to the site as quickly as safety permits.

For each individual listed in the PEP, the max amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed on the PEP:

Genelle Roselli, Operations Manager – first line of response – no more than 5 working days.

Bob Green, Engineer – first line of response – no more than 5 working days.

Sandy Barnett, General Manager – secondary line of response – Will handle issues over 5 working days. **Can be reached on cell phone @ (903) 245-1549.**

Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures:

- 100% loss of programming is the extreme example of what would trigger BSS to escalate procedure
- Emergency situation at facility that requires BSS to respond immediately

The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;

BSS will provide a monthly report as outlined in the SLA proposal by email delivery. Each report will detail reported service issues and the resolution of each issue to the Contract Monitor and facility designated personnel.

Contact info for persons responsible for resolving issues after normal business hours (e.g. – evening, weekends, holiday, etc.) and on an emergency basis. (ALL TIMES CST).

7:30 a.m. – 5 p.m. Monday through Friday

BSS staff is available to take calls with Facility staff in front of BSS equipment to help troubleshoot/diagnose issue.

VOICEMAILS

Monday through Friday - After 5 p.m. through 9 p.m.

-Will be returned the same day/evening

Monday through Thursday – After 9 p.m.

-Will be returned next morning between 7:30 – 8:30 a.m.

Friday night 9 p.m. – 7:30 a.m. Monday

-Calls between 9 p.m. – 7 a.m. Fri/Sat will be returned by noon Saturday

-Calls between 9 p.m. – 7 a.m. Sat/Sun will be returned by noon Sunday

Voicemails left after 9 p.m. Sunday night

-Will be returned Monday morning between 7:30 – 8:30 a.m.

Facility will leave a detailed message to include the following:

- Name of facility
- Name of person reporting the issue (rank and/or department) with call back number and extension.
- Name of backup person (or next shift) with call back number and extension.
- Brief description of issue(s).
- Voicemails left are immediately routed to all BSS personnel by email/cell phone. Detailed messages with contact and return phone number and extension are imperative to our follow up.

Process for updating and notifying the Contract Monitor of any changes to the PEP:

- BSS will email the Contract Monitor within 10 days of any BSS staff changes.
- BSS will email the Contract Monitor 30 days in advance of effective date for all other changes.