

Justin Geitner lodgeVision S2634 County Road BD #1 Baraboo, Wi 53913

www.lodgevision.com

PHONE

608-665-1909

FOR

Community Correctional Center - Omaha (CCCO)

ТО

AJ Divis

FMAII

aj.divis@nebraska.gov

**ADDRESS** 

2320 E Avenue J

Omaha

NE 68110

PHONE 402-479-5883

QUOTE NUMBER

2326

DATE

May 31, 2022

**VALID UNTIL** 

August 1, 2022 at 2:00PM

# HDTV Programming & Installation for the Community Correctional Center - Omaha (CCCO)



### **Our Proposal**

Delivering the Best in TV Programming without compromising on price. Our solution brings ease-of-use and convenience to your staff. At the same time, saving money per month.

We recommend looking at the SmartBox HDTV Distribution System. The Smartbox falls in line with most Property Standards, "To deliver quality service at an affordable price". Here are some of the main points to our offer and why the Smartbox is the best solution for your property. This proposal is based on 49 TVs.

#### Total Per Drop = \$16.375 (Total monthly Bill \$802.42)

- Smartbox was built to run 24/7 in the commercial environment
- Directly connected to our IT staff for Real-time support (any day of the week)
- LIFETIME WARRANTY on the Smartbox
- Top Channel Package
- · Energy Efficient Headend System

With the SmartBox, we can build a custom programming package integrated with your property channels(s) and an on-screen channel guide. All the top channels are available with a variety of options like; sports, news, locals, weather and so much more. Our Technicians will ensure a turn-key solution when it comes to your TV service and your overall experience.

Dish Network recognizes Star Connection as its Top commercial partner in the US. Our Family Owned Business & Veteran Owned will ensure prompt service 7 days a week with a dispatch center ready at all times. With 24 years serving our customers, trust in the team at Star Connection to deliver the best in TV programming.



# **Monthly Charges**

# **Programming & Channel Selection**

Delivering the best in TV Programming with our Premier Programming Package. This package has it all! Your local channels are also included in the pricing.

Your programming will come with the following Must-Have Channels:

- Big Ten Network
- NFL
- MLB
- NBA
- · CBS Sports
- TNT
- USA
- · News: MSNBC, FOX News, CNN ...and more.
- · Cartoon Network
- · Weather Channel
- · Game Show Network
- AMC
- · Animal Planet
- National Geographic
- Local Channels: FOX, NBC, ABC, CBS
- 2 Property Channels Included!
- ...and so much more.

\*Keep in mind you can change out channels for other channels in the programming package at any time. You just need to notify our support team of the channels you wish to change.

See Your Channel Options Below



#### per month

### 40CH SmartBox - TV Distribution System

If reliability is a key factor, the Smartbox is a must-have. This Headend System has been rated the most reliable distribution system on the market. Sending the signal along your existing coax infrastructure, without the need for rewiring. Our team will ensure proper signal strength at all ends of the property.

#### **SMARTBOX Key Benefits**

- · Works over your existing Cabling
- · Monitored and Managed Remotely
- · Designed to operate 24 hours a day
- Energy Efficiency
- · Lifetime Warranty





# (Included with Offer) 2 Property Channels & Our Technical Support Plan

The lodgeVision Support Team understands how important your TV Service is to your residents. This is why all of our installations have our service plan included in the pricing. Our Gold Service Plan gives our guest the peace of mind with 24 hour response time, any day of the week. This plan comes with the following benefits:

- 24 hour response time, 7 days a week
- Remote monitoring of equipment
- · Access to our tech support team to cover any questions you may have
- · Reduces truck roll fee
- All Satellite to Smartbox Signal Related Issues are covered under our Service Plan

#### **Property Channel with Media Software**

This easy to use software will allow you to control your own in-house channel for marketing, information or entertainment. We also include a one on one training (30 mins) for your marketing team or staff.

Quick tutorial to show how easy it really is to create your own content for your channel.

https://www.youtube.com/watch?v=OfHUwtGTkfs&t=30s









Subtotal

802.42



## **Hardware & Installation Charges**

Our Certified & Licensed Star Connection Engineer has the experience to get the job done right the first time. We use all Commercial Grade Equipment to deliver the Best Picture in the Industry. Your system will be installed by the #1 rated Installation Team, two years in a row. Our team has over 24 years of experience in installing healthcare & hospitality facilities. Below is a list of parts we will be using & work that will be completed.

#### Total Charge for Installation & Parts Listed: 1,980.00

· Group Installation Discount has been applied!

Included with Installation:

#### **Hardware**

- 1 High-Gain Satellite Dish with Sled Mount
- 1 OTA Antenna
- Wiring from the Satellite to Headend System
- Modulator for property channel

#### Labor

- · Programming Smartbox Blades
- · Smartbox Installation
- · Installing OTA Antenna
- · Mounting & Line Testing
- · Satellite positioning and peaking equipment
- Testing Signal at all ends of the building
- · Training on Equipment

(Day of Cut-Over will require a minimum of 3 staff members to scan TVs)

#### **Certified & Licensed Star Connection Technician**

## **We Want To Earn Your Business**

We want to earn your business. lodgeVision reduced the overall installation and hardware cost by 30%. Our team only uses commercial-grade equipment to ensure long-lasting results.



Total excluding tax

\$802.42

per month

Total excluding tax

\$1,980.00

#### **lodgeVision Awards**

Please review the attached reference list and please don't hesitate to reach out for specific details or additional feedback. lodgeVision Website:

• https://www.lodgevision.com

Dish Retail of the Year Award (lodgeVision):

https://www.youtube.com/watch?v=EbvKjZEnB4U





#### **Terms & Conditions**

This Proposal may be withdrawn if not accepted within thirty (30) days. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. Same will become an extra charge over and above the quoted amount. All agreements contingent upon strikes, accidents or delays beyond our control. 50% due upon acceptance; balance due at time of completion. All monthly recurring fees & charges are based on current pricing and our set and controlled by the service provider. Applicable Sales Taxes are Not Included unless notated in the proposal. All Pictures shown are for illustration purposes only. Actual product may vary due to product enhancement. This proposal includes 2 man-hours of system instruction and video infrastructure troubleshooting it does Not Include any Parts or the Re-Programming of the televisions, we're happy to assist with the television programming at an hourly rate of \$80 per tech. Please let us know in advance if you would like assistance with the tv programming so we can add it to our Statement of Work". The Smartbox requires Digital Televisions with QAM tuners.

Reviews See all reviews



I had a rough time previously with my original provider but the support and expertise of the staff of lodgevision turned everything around for me.

by Nate Luick



Justin and the lodgeVision team were such a joy to work with! After getting discouraged with the first 2 companies who came out just to tell us that our cable infrastructure wouldn't support HD delivery without the added ...

by Mike T



I have been totally impressed with lodgeVision. The installation of their system came with minimal disruptions. Their follow up has been phenomenal. We have seen increased satisfaction with our customers by switching over to lodgeVision.

by Steve Cusher



Justin Geitner lodgeVision S2634 County Road BD #1 Baraboo, Wi 53913 www.lodgevision.com

PHONE

608-665-1909

FOR

Tecumseh State Correctional Institution

TO

AJ Divis

**EMAIL** 

aj.divis@nebraska.gov

ADDRESS

2725 NE-50 Tecumseh NE 68450

PHONE

402-335-5998

QUOTE NUMBER

2312

DATE

May 27, 2022

**VALID UNTIL** 

August 1, 2022 at 12:00PM

# HDTV Programming & Installation for Tecumseh State Correctional Institution (TSCI)



### **Our Proposal**

Delivering the Best in TV Programming without compromising on price. Our solution brings ease-of-use and convenience to your staff. At the same time, saving money per month.

We recommend looking at the SmartBox HDTV Distribution System. The Smartbox falls in line with most Property Standards, "To deliver quality service at an affordable price". Here are some of the main points to our offer and why the Smartbox is the best solution for your property. This proposal is based on 1,118 TVs.

#### Total Per Drop = \$9.02 (Total monthly Bill \$10,088.24)

- Smartbox was built to run 24/7 in the commercial environment
- Directly connected to our IT staff for Real-time support (any day of the week)
- LIFETIME WARRANTY on the Smartbox
- Top Channel Package
- Energy Efficient Headend System

With the SmartBox, we can build a custom programming package integrated with your property channels(s) and an on-screen channel guide. All the top channels are available with a variety of options like; sports, news, locals, weather and so much more. Our Technicians will ensure a turn-key solution when it comes to your TV service and your overall experience.

Dish Network recognizes Star Connection as its Top commercial partner in the US. Our Family Owned Business & Veteran Owned will ensure prompt service 7 days a week with a dispatch center ready at all times. With 24 years serving our customers, trust in the team at Star Connection to deliver the best in TV programming.



# **Monthly Charges**

# **Programming & Channel Selection**

Delivering the best in TV Programming with our Premier Programming Package. This package has it all! Your local channels are also included in the pricing.

Your programming will come with the following Must-Have Channels:

- Big Ten Network
- NFL
- MLB
- NBA
- · CBS Sports
- TNT
- USA
- · News: MSNBC, FOX News, CNN ...and more.
- · Cartoon Network
- · Weather Channel
- · Game Show Network
- AMC
- · Animal Planet
- National Geographic
- Local Channels: FOX, NBC, ABC, CBS
- 2 Property Channels Included!
- ...and so much more.

\*Keep in mind you can change out channels for other channels in the programming package at any time. You just need to notify our support team of the channels you wish to change.

See Your Channel Options Below

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per month

#### 40CH SmartBox - TV Distribution System

SMARTBOX supports any size property, so you can power entertainment in every room from this one wall-mountable microwave-sized box. Say goodbye to the bulky cooling system.

#### **SMARTBOX Key Benefits**

- · Works over your existing Cabling
- · Monitored and Managed Remotely
- · Designed to operate 24 hours a day
- · Energy Efficiency
- · SMARTBOX takes up 93% less space
- · Integrates OTT Services
- · Lifetime Warranty on the Hardware





# (Included with Offer)

## 2 Property Channel & Our Technical Support Plan

The lodgeVision Support Team understands how important your TV Service is to your residents. This is why all of our installations have our service plan included in the pricing. Our Gold Service Plan gives our guest the peace of mind with 24 hour response time, any day of the week. This plan comes with the following benefits:

- 24 hour response time, 7 days a week
- Remote monitoring of equipment
- Access to our tech support team to cover any questions you may have
- Reduces truck roll fee
- All Satellite to Smartbox Signal Related Issues are covered under our Service Plan

### **Property Channel with Media Software**

This easy to use software will allow you to control your own in-house channel for marketing, information or entertainment. We also include a one on one training (30 mins) for your marketing team or staff.

Quick tutorial to show how easy it really is to create your own content for your channel.

• https://www.youtube.com/watch?v=OfHUwtGTkfs&t=30s









Subtotal

10,088.24



#### **Hardware & Installation Charges**

Our Certified & Licensed Star Connection Engineer has the experience to get the job done right the first time. We use all Commercial Grade Equipment to deliver the Best Picture in the Industry. Your system will be installed by the #1 rated Installation Team, two years in a row. Our team has over 24 years of experience in installing healthcare & hospitality facilities. Below is a list of parts we will be using & work that will be completed.

#### Total Charge for Installation & Parts Listed: FREE

· Group Installation Discount has been applied!

Included with Installation:

#### **Hardware**

- 1 High-Gain Satellite Dish with Sled Mount
- 1 OTA Antenna
- 2 HD Modulators for your property channel

#### Labor

- Programming Smartbox Blades
- · Smartbox Installation
- · Installing OTA Antenna
- Mounting & Line Testing
- · Satellite positioning and peaking equipment
- · Testing Signal at all ends of the building
- Training on Equipment

(Day of Cut-Over will require a minimum of 5 staff members to scan TVs)

#### **Certified & Licensed Star Connection Technician**

#### We Want To Earn Your Business

We want to earn your business. lodgeVision reduced the overall installation and hardware cost by 100%. Our team only uses commercial-grade equipment to ensure long-lasting results.



Total excluding tax

\$10,088.24

per month

Total excluding tax

\$0.00

#### **lodgeVision Awards**

Please review the attached reference list and please don't hesitate to reach out for specific details or additional feedback. lodgeVision Website:

• https://www.lodgevision.com

Dish Retail of the Year Award (lodgeVision):

https://www.youtube.com/watch?v=EbvKjZEnB4U





#### **Terms & Conditions**

This Proposal may be withdrawn if not accepted within thirty (30) days. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. Same will become an extra charge over and above the quoted amount. All agreements contingent upon strikes, accidents or delays beyond our control. 50% due upon acceptance; balance due at time of completion. All monthly recurring fees & charges are based on current pricing and our set and controlled by the service provider. Applicable Sales Taxes are Not Included unless notated in the proposal. All Pictures shown are for illustration purposes only. Actual product may vary due to product enhancement. This proposal includes 2 man-hours of system instruction and video infrastructure troubleshooting it does Not Include any Parts or the Re-Programming of the televisions, we're happy to assist with the television programming at an hourly rate of \$80 per tech. Please let us know in advance if you would like assistance with the tv programming so we can add it to our Statement of Work". The Smartbox requires Digital Televisions with QAM tuners.

Reviews See all reviews



I had a rough time previously with my original provider but the support and expertise of the staff of lodgevision turned everything around for me.

by Nate Luick



Justin and the lodgeVision team were such a joy to work with! After getting discouraged with the first 2 companies who came out just to tell us that our cable infrastructure wouldn't support HD delivery without the added ...

by Mike T



I have been totally impressed with lodgeVision. The installation of their system came with minimal disruptions. Their follow up has been phenomenal. We have seen increased satisfaction with our customers by switching over to lodgeVision.

by Steve Cusher



Justin Geitner lodgeVision S2634 County Road BD #1 Baraboo, Wi 53913 www.lodgevision.com

PHONE

608-665-1909

FOR

Reception Treatment Center Lincoln, NE

TO

AJ Divis

**EMAIL** 

aj.divis@nebraska.gov

ADDRESS

3218 W Van Dorn Street

Lincoln NE 68522

PHONE

402-471-2861

QUOTE NUMBER

2763

DATE

May 31, 2022

VALID UNTIL

July 15, 2022 at 2:00PM

# HDTV Programming & Installation for Reception Treatment Center - Lincoln, NE (RTC)



### **Our Proposal**

Delivering the Best in TV Programming without compromising on price. Our solution brings ease-of-use and convenience to your staff. At the same time, saving money per month.

We recommend looking at the SmartBox HDTV Distribution System. The Smartbox falls in line with most Property Standards, "To deliver quality service at an affordable price". Here are some of the main points to our offer and why the Smartbox is the best solution for your property. This proposal is based on 42 TVs.

#### Total Per Drop = \$17.64 (Total monthly Bill \$740.96)

- Smartbox was built to run 24/7 in the commercial environment
- Directly connected to our IT staff for Real-time support (any day of the week)
- LIFETIME WARRANTY on the Smartbox
- Top Channel Package
- Energy Efficient Headend System

With the SmartBox, we can build a custom programming package integrated with your property channels(s) and an on-screen channel guide. All the top channels are available with a variety of options like; sports, news, locals, weather and so much more. Our Technicians will ensure a turn-key solution when it comes to your TV service and your overall experience.

Dish Network recognizes Star Connection as its Top commercial partner in the US. Our Family Owned Business & Veteran Owned will ensure prompt service 7 days a week with a dispatch center ready at all times. With 24 years serving our customers, trust in the team at Star Connection to deliver the best in TV programming.



# **Monthly Charges**

# **Programming & Channel Selection**

Delivering the best in TV Programming with our Premier Programming Package. This package has it all! Your local channels are also included in the pricing.

Your programming will come with the following Must-Have Channels:

- Big Ten Network
- NFL
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- · News: MSNBC, FOX News, CNN ...and more.
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- · Weather Channel
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See Your Channel Options Below



#### per month

### 40CH SmartBox - TV Distribution System

If reliability is a key factor, the Smartbox is a must-have. This Headend System has been rated the most reliable distribution system on the market. Sending the signal along your existing coax infrastructure, without the need for rewiring. Our team will ensure proper signal strength at all ends of the property.

#### **SMARTBOX Key Benefits**

- · Works over your existing Cabling
- · Monitored and Managed Remotely
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# (Included with Offer) 2 Property Channels & Our Technical Support Plan

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Quick tutorial to show how easy it really is to create your own content for your channel.

https://www.youtube.com/watch?v=OfHUwtGTkfs&t=30s









Subtotal

740.96



## **Hardware & Installation Charges**

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#### Total Charge for Installation & Parts Listed: 1,980.00

· Group Installation Discount has been applied!

Included with Installation:

#### **Hardware**

- 1 High-Gain Satellite Dish with Sled Mount
- 1 OTA Antenna
- Wiring from the Satellite to Headend System
- Modulator for property channel

#### Labor

- · Programming Smartbox Blades
- · Smartbox Installation
- · Installing OTA Antenna
- · Mounting & Line Testing
- · Satellite positioning and peaking equipment
- Testing Signal at all ends of the building
- · Training on Equipment

(Day of Cut-Over will require a minimum of 3 staff members to scan TVs)

#### **Certified & Licensed Star Connection Technician**

## **We Want To Earn Your Business**

We want to earn your business. lodgeVision reduced the overall installation and hardware cost by 30%. Our team only uses commercial-grade equipment to ensure long-lasting results.



Total excluding tax

\$740.96

per month

Total excluding tax

\$1,980.00

#### **lodgeVision Awards**

Please review the attached reference list and please don't hesitate to reach out for specific details or additional feedback. lodgeVision Website:

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https://www.youtube.com/watch?v=EbvKjZEnB4U





#### **Terms & Conditions**

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Reviews See all reviews



I had a rough time previously with my original provider but the support and expertise of the staff of lodgevision turned everything around for me.

by Nate Luick



Justin and the lodgeVision team were such a joy to work with! After getting discouraged with the first 2 companies who came out just to tell us that our cable infrastructure wouldn't support HD delivery without the added ...

by Mike T



I have been totally impressed with lodgeVision. The installation of their system came with minimal disruptions. Their follow up has been phenomenal. We have seen increased satisfaction with our customers by switching over to lodgeVision.

by Steve Cusher



Justin Geitner lodgeVision S2634 County Road BD #1 Baraboo, Wi 53913 www.lodgevision.com

PHONE

608-665-1909

FOR

Omaha Correctional Center (OCC)

TO

AJ Divis

**EMAIL** 

aj.divis@nebraska.gov

ADDRESS

2323 Ave J Omaha NE 68110

PHONE

402-595-3963

QUOTE NUMBER

2324

DATE

May 27, 2022

**VALID UNTIL** 

August 1, 2022 at 11:00AM

# HDTV Programming & Installation for Omaha Correctional Center (OCC)



### **Our Proposal**

Delivering the Best in TV Programming without compromising on price. Our solution brings ease-of-use and convenience to your staff. At the same time, saving money per month.

We recommend looking at the SmartBox HDTV Distribution System. The Smartbox falls in line with most Property Standards, "To deliver quality service at an affordable price". Here are some of the main points to our offer and why the Smartbox is the best solution for your property. This proposal is based on 801 TVs.

#### Total Per Drop = \$9.12 (Total monthly Bill \$7,304.98)

- Smartbox was built to run 24/7 in the commercial environment
- Directly connected to our IT staff for Real-time support (any day of the week)
- LIFETIME WARRANTY on the Smartbox
- Top Channel Package
- Energy Efficient Headend System

With the SmartBox, we can build a custom programming package integrated with your property channels(s) and an on-screen channel guide. All the top channels are available with a variety of options like; sports, news, locals, weather and so much more. Our Technicians will ensure a turn-key solution when it comes to your TV service and your overall experience.

Dish Network recognizes Star Connection as its Top commercial partner in the US. Our Family Owned Business & Veteran Owned will ensure prompt service 7 days a week with a dispatch center ready at all times. With 24 years serving our customers, trust in the team at Star Connection to deliver the best in TV programming.



# **Monthly Charges**

# **Programming & Channel Selection**

Delivering the best in TV Programming with our Premier Programming Package. This package has it all! Your local channels are also included in the pricing.

Your programming will come with the following Must-Have Channels:

- Big Ten Network
- NFL
- MLB
- NBA
- · CBS Sports
- TNT
- USA
- News: MSNBC, FOX News, CNN ...and more.
- · Cartoon Network
- · Weather Channel
- · Game Show Network
- AMC
- · Animal Planet
- National Geographic
- Local Channels: FOX, NBC, ABC, CBS
- 2 Property Channels Included!
- · ...and so much more.

\*Keep in mind you can change out channels for other channels in the programming package at any time. You just need to notify our support team of the channels you wish to change.

See Your Channel Options Below



#### per month

## 40CH SmartBox - TV Distribution System

If reliability is a key factor, the Smartbox is a must-have. This Headend System has been rated the most reliable distribution system on the market. Sending the signal along your existing coax infrastructure, without the need for rewiring. Our team will ensure proper signal strength at all ends of the property.

#### **SMARTBOX** Key Benefits

- · Works over your existing Cabling
- · Monitored and Managed Remotely
- · Designed to operate 24 hours a day
- Energy Efficiency
- · Lifetime Warranty





# (Included with Offer) 2 Property Channels & Our Technical Support Plan

The lodgeVision Support Team understands how important your TV Service is to your residents. This is why all of our installations have our service plan included in the pricing. Our Gold Service Plan gives our guest the peace of mind with 24 hour response time, any day of the week. This plan comes with the following benefits:

- 24 hour response time, 7 days a week
- Remote monitoring of equipment
- · Access to our tech support team to cover any questions you may have
- · Reduces truck roll fee
- All Satellite to Smartbox Signal Related Issues are covered under our Service Plan

#### **Property Channel with Media Software**

This easy to use software will allow you to control your own in-house channel for marketing, information or entertainment. We also include a one on one training (30 mins) for your marketing team or staff.

Quick tutorial to show how easy it really is to create your own content for your channel.

https://www.youtube.com/watch?v=OfHUwtGTkfs&t=30s









Subtotal

7,304.98



### **Hardware & Installation Charges**

Our Certified & Licensed Star Connection Engineer has the experience to get the job done right the first time. We use all Commercial Grade Equipment to deliver the Best Picture in the Industry. Your system will be installed by the #1 rated Installation Team, two years in a row. Our team has over 24 years of experience in installing healthcare & hospitality facilities. Below is a list of parts we will be using & work that will be completed.

#### Total Charge for Installation & Parts Listed: FREE

· Group Installation Discount has been applied!

Included with Installation:

#### **Hardware**

- 1 High-Gain Satellite Dish with Sled Mount
- 1 OTA Antenna
- Wiring from the Satellite to Headend System
- 2 Modulators for property channels

#### Labor

- · Programming Smartbox Blades
- · Smartbox Installation
- · Installing OTA Antenna
- · Mounting & Line Testing
- · Satellite positioning and peaking equipment
- Testing Signal at all ends of the building
- · Training on Equipment

(Day of Cut-Over will require a minimum of 4-5 staff members to scan TVs)

#### **Certified & Licensed Star Connection Technician**

## **We Want To Earn Your Business**

We want to earn your business. lodgeVision reduced the overall installation and hardware cost by 100%. Our team only uses commercial-grade equipment to ensure long-lasting results.



Total excluding tax

\$7,304.98

per month

Total excluding tax

\$0.00

#### **lodgeVision Awards**

Please review the attached reference list and please don't hesitate to reach out for specific details or additional feedback. lodgeVision Website:

• https://www.lodgevision.com

Dish Retail of the Year Award (lodgeVision):

• https://www.youtube.com/watch?v=EbvKjZEnB4U



# **Terms & Conditions**

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Reviews See all reviews

\*\*\*\*

I had a rough time previously with my original provider but the support and expertise of the staff of lodgevision turned everything around for me.

by Nate Luick

\*\*\*\*

Justin and the lodgeVision team were such a joy to work with! After getting discouraged with the first 2 companies who came out just to tell us that our cable infrastructure wouldn't support HD delivery without the added ...

by Mike T

\*\*\*\*

I have been totally impressed with lodgeVision. The installation of their system came with minimal disruptions. Their follow up has been phenomenal. We have seen increased satisfaction with our customers by switching over to lodgeVision.

by Steve Cusher



Justin Geitner lodgeVision S2634 County Road BD #1 Baraboo, Wi 53913 www.lodgevision.com

PHONE

608-665-1909

FOR

Nebraska State Penitentiary

TO

AJ Divis

**EMAIL** 

aj.divis@nebraska.gov

ADDRESS

4201 S 14th Street, NE 68502

Lincoln NE 68502

PHONE

402-471-3161

QUOTE NUMBER

2321

DATE

May 27, 2022

**VALID UNTIL** 

August 1, 2022 at 10:00AM

# **HDTV** Programming & Installation for Nebraska State Penitentiary (NSP)



### **Our Proposal**

Delivering the Best in TV Programming without compromising on price. Our solution brings ease-of-use and convenience to your staff. At the same time, saving money per month.

We recommend looking at the SmartBox HDTV Distribution System. The Smartbox falls in line with most Property Standards, "To deliver quality service at an affordable price". Here are some of the main points to our offer and why the Smartbox is the best solution for your property. This service will cover 472 Drops (TVs) at the facility.

#### Total Per Drop = \$9.356 (Total monthly Bill \$4,416.36)

- Smartbox was built to run 24/7 in the commercial environment
- Directly connected to our IT staff for Real-time support (any day of the week)
- LIFETIME WARRANTY on the Smartbox
- Top Channel Package
- Energy Efficient Headend System

With the SmartBox, we can build a custom programming package integrated with your property channels(s) and an on-screen channel guide. All the top channels are available with a variety of options like; sports, news, locals, weather and so much more. Our Technicians will ensure a turn-key solution when it comes to your TV service and your overall experience.

Dish Network recognizes Star Connection as its Top commercial partner in the US. Our Family Owned Business & Veteran Owned will ensure prompt service 7 days a week with a dispatch center ready at all times. With 24 years serving our customers, trust in the team at Star Connection to deliver the best in TV programming.



# **Monthly Charges**

# **Programming & Channel Selection**

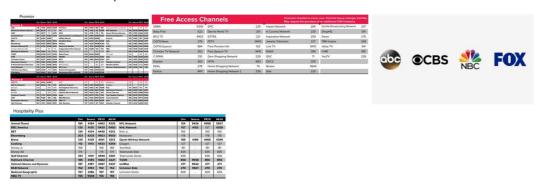
Delivering the best in TV Programming with our Premier Programming Package. This package has it all! Your local channels are also included in the pricing.

Your programming will come with the following Must-Have Channels:

- Big Ten Network
- NFL
- MLB
- NBA
- · CBS Sports
- TNT
- USA
- · News: MSNBC, FOX News, CNN ...and more.
- · Cartoon Network
- · Weather Channel
- · Game Show Network
- AMC
- · Animal Planet
- National Geographic
- Locals: FOX, NBC, ABC, CBS.....OTA looks good out of Lincoln (ABC is Fair)
- 2 Property Channels Included!
- · ...and so much more.

\*Keep in mind you can change out channels for other channels in the programming package at any time. You just need to notify our support team of the channels you wish to change.

See Your Channel Options Below



#### per month

### 40CH SmartBox - TV Distribution System

If reliability is a key factor, the Smartbox is a must-have. This Headend System has been rated the most reliable distribution system on the market. Sending the signal along your existing coax infrastructure, without the need for rewiring. Our team will ensure proper signal strength at all ends of the property.

#### **SMARTBOX Key Benefits**

- · Works over your existing Cabling
- · Monitored and Managed Remotely
- · Designed to operate 24 hours a day
- Energy Efficiency
- · Lifetime Warranty





# (Included with Offer) 2 Property Channels & Our Technical Support Plan

The lodgeVision Support Team understands how important your TV Service is to your residents. This is why all of our installations have our service plan included in the pricing. Our Gold Service Plan gives our guest the peace of mind with 24 hour response time, any day of the week. This plan comes with the following benefits:

- 24 hour response time, 7 days a week
- Remote monitoring of equipment
- · Access to our tech support team to cover any questions you may have
- · Reduces truck roll fee
- All Satellite to Smartbox Signal Related Issues are covered under our Service Plan

#### **Property Channel with Media Software**

This easy to use software will allow you to control your own in-house channel for marketing, information or entertainment. We also include a one on one training (30 mins) for your marketing team or staff.

Quick tutorial to show how easy it really is to create your own content for your channel.

https://www.youtube.com/watch?v=OfHUwtGTkfs&t=30s









Subtotal

4,416.36



### **Hardware & Installation Charges**

Our Certified & Licensed Star Connection Engineer has the experience to get the job done right the first time. We use all Commercial Grade Equipment to deliver the Best Picture in the Industry. Your system will be installed by the #1 rated Installation Team, two years in a row. Our team has over 24 years of experience in installing healthcare & hospitality facilities. Below is a list of parts we will be using & work that will be completed.

#### Total Charge for Installation & Parts Listed: FREE

· Group Installation Discount has been applied!

Included with Installation:

#### **Hardware**

- 1 High-Gain Satellite Dish with Sled Mount
- 1 OTA Antenna
- Wiring from the Satellite to Headend System
- 2 Modulators for property channels

#### Labor

- · Programming Smartbox Blades
- · Smartbox Installation
- · Installing OTA Antenna
- · Mounting & Line Testing
- · Satellite positioning and peaking equipment
- Testing Signal at all ends of the building
- · Training on Equipment

(Day of Cut-Over will require a minimum of 4-5 staff members to scan TVs)

#### **Certified & Licensed Star Connection Technician**

## **We Want To Earn Your Business**

We want to earn your business. lodgeVision reduced the overall installation and hardware cost by 100%. Our team only uses commercial-grade equipment to ensure long-lasting results.



Total excluding tax

\$4,416.36

per month

Total excluding tax

\$0.00

#### **lodgeVision Awards**

Please review the attached reference list and please don't hesitate to reach out for specific details or additional feedback. lodgeVision Website:

• https://www.lodgevision.com

Dish Retail of the Year Award (lodgeVision):

• https://www.youtube.com/watch?v=EbvKjZEnB4U



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Reviews See all reviews

\*\*\*\*

I had a rough time previously with my original provider but the support and expertise of the staff of lodgevision turned everything around for me.

by Nate Luick

\*\*\*\*

Justin and the lodgeVision team were such a joy to work with! After getting discouraged with the first 2 companies who came out just to tell us that our cable infrastructure wouldn't support HD delivery without the added ...

by Mike T

\*\*\*\*

I have been totally impressed with lodgeVision. The installation of their system came with minimal disruptions. Their follow up has been phenomenal. We have seen increased satisfaction with our customers by switching over to lodgeVision.

by Steve Cusher



Justin Geitner lodgeVision S2634 County Road BD #1 Baraboo, Wi 53913 www.lodgevision.com

PHONE

608-665-1909

FOR

Nebraska Correctional Youth Facility (NCYF)

TO

AJ Divis

FMAII

aj.divis@nebraska.gov

ADDRESS

2610 N 20th Street E

Omaha NE 68110

PHONE

402-595-2000

QUOTE NUMBER

2322

DATE

May 31, 2022

**VALID UNTIL** 

August 1, 2022 at 8:00AM

# HDTV Programming & Installation for Nebraska Correctional Youth Facility (NCYF)



### **Our Proposal**

Delivering the Best in TV Programming without compromising on price. Our solution brings ease-of-use and convenience to your staff. At the same time, saving money per month.

We recommend looking at the SmartBox HDTV Distribution System. The Smartbox falls in line with most Property Standards, "To deliver quality service at an affordable price". Here are some of the main points to our offer and why the Smartbox is the best solution for your property. This proposal is based on 82 TVs.

#### Total Per Drop = \$13.319 (Total monthly Bill \$1,092.17)

- Smartbox was built to run 24/7 in the commercial environment
- Directly connected to our IT staff for Real-time support (any day of the week)
- LIFETIME WARRANTY on the Smartbox
- Top Channel Package
- · Energy Efficient Headend System

With the SmartBox, we can build a custom programming package integrated with your property channels(s) and an on-screen channel guide. All the top channels are available with a variety of options like; sports, news, locals, weather and so much more. Our Technicians will ensure a turn-key solution when it comes to your TV service and your overall experience.

Dish Network recognizes Star Connection as its Top commercial partner in the US. Our Family Owned Business & Veteran Owned will ensure prompt service 7 days a week with a dispatch center ready at all times. With 24 years serving our customers, trust in the team at Star Connection to deliver the best in TV programming.



# **Monthly Charges**

# **Programming & Channel Selection**

Delivering the best in TV Programming with our Premier Programming Package. This package has it all! Your local channels are also included in the pricing.

Your programming will come with the following Must-Have Channels:

- Big Ten Network
- NFL
- MLB
- NBA
- · CBS Sports
- TNT
- USA
- · News: MSNBC, FOX News, CNN ...and more.
- · Cartoon Network
- · Weather Channel
- · Game Show Network
- AMC
- · Animal Planet
- National Geographic
- Local Channels: FOX, NBC, ABC, CBS
- 2 Property Channels Included!
- · ...and so much more.

\*Keep in mind you can change out channels for other channels in the programming package at any time. You just need to notify our support team of the channels you wish to change.

See Your Channel Options Below



## 40CH SmartBox - TV Distribution System

If reliability is a key factor, the Smartbox is a must-have. This Headend System has been rated the most reliable distribution system on the market. Sending the signal along your existing coax infrastructure, without the need for rewiring. Our team will ensure proper signal strength at all ends of the property.

• You can increase the number of channels, by adding another blade to the Smartbox at any time.

#### **SMARTBOX Key Benefits**

- · Works over your existing Cabling
- · Monitored and Managed Remotely
- Designed to operate 24 hours a day
- · Energy Efficiency
- · Lifetime Warranty





# (Included with Offer) 2 Property Channel & Our Technical Support Plan

The lodgeVision Support Team understands how important your TV Service is to your residents. This is why all of our installations have our service plan included in the pricing. Our Gold Service Plan gives our guest the peace of mind with 24 hour response time, any day of the week. This plan comes with the following benefits:

- 24 hour response time, 7 days a week
- · Remote monitoring of equipment
- · Access to our tech support team to cover any questions you may have
- · Reduces truck roll fee
- All Satellite to Smartbox Signal Related Issues are covered under our Service Plan

#### **Property Channel with Media Software**

This easy to use software will allow you to control your own in-house channel for marketing, information or entertainment. We also include a one on one training (30 mins) for your marketing team or staff.

Quick tutorial to show how easy it really is to create your own content for your channel.

https://www.youtube.com/watch?v=OfHUwtGTkfs&t=30s













per month

Subtotal

1,092.17

\_\_\_\_\_



### **Hardware & Installation Charges**

Our Certified & Licensed Star Connection Engineer has the experience to get the job done right the first time. We use all Commercial Grade Equipment to deliver the Best Picture in the Industry. Your system will be installed by the #1 rated Installation Team, two years in a row. Our team has over 24 years of experience in installing healthcare & hospitality facilities. Below is a list of parts we will be using & work that will be completed.

#### Total Charge for Installation & Parts Listed: \$1,980

· Group Installation Discount has been applied!

Included with Installation:

#### Hardware

- 1 High-Gain Satellite Dish with Sled Mount
- 1 OTA Antenna
- · 2 Modulators for property channels

#### Labor

- · Programming Smartbox Blades
- · Smartbox Installation
- · Installing OTA Antenna
- · Mounting & Line Testing
- · Satellite positioning and peaking equipment
- · Testing Signal at all ends of the building
- Training on Equipment

(Day of Cut-Over will require a minimum of 3 staff members to scan TVs)

#### **Certified & Licensed Star Connection Technician**

### **We Want To Earn Your Business**

We want to earn your business. lodgeVision reduced the overall installation and hardware cost by 30%. Our team only uses commercial-grade equipment to ensure long-lasting results.



Total excluding tax

\$1,092.17

per month

Total excluding tax

\$1,980.00

#### **lodgeVision Awards**

Please review the attached reference list and please don't hesitate to reach out for specific details or additional feedback. lodgeVision Website:

• https://www.lodgevision.com

Dish Retail of the Year Award (lodgeVision):

• https://www.youtube.com/watch?v=EbvKjZEnB4U



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Reviews See all reviews

\*\*\*\*

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by Nate Luick

\*\*\*\*

Justin and the lodgeVision team were such a joy to work with! After getting discouraged with the first 2 companies who came out just to tell us that our cable infrastructure wouldn't support HD delivery without the added ...

by Mike T

\*\*\*\*

I have been totally impressed with lodgeVision. The installation of their system came with minimal disruptions. Their follow up has been phenomenal. We have seen increased satisfaction with our customers by switching over to lodgeVision.

by Steve Cusher



Justin Geitner lodgeVision S2634 County Road BD #1 Baraboo, Wi 53913

www.lodgevision.com

PHONE

608-665-1909

FOR

Nebraska Correctional Center for Women (NCCW)

TO

AJ Divis

**EMAIL** 

aj.divis@nebraska.gov

ADDRESS

1107 Recharge Road

York

NE 68467

PHONE

402-362-3317

QUOTE NUMBER

2325

May 27, 2022

VALID UNTII

August 1, 2022 at 12:00PM

# HDTV Programming & Installation for Nebraska Correctional Center for Women (NCCW)



### **Our Proposal**

Delivering the Best in TV Programming without compromising on price. Our solution brings ease-of-use and convenience to your staff. At the same time, saving money per month.

We recommend looking at the SmartBox HDTV Distribution System. The Smartbox falls in line with most Property Standards, "To deliver quality service at an affordable price". Here are some of the main points to our offer and why the Smartbox is the best solution for your property. This proposal is based on 115 TVs.

#### Total Per Drop = \$13.238 (Total monthly Bill \$1,522.44)

- Smartbox was built to run 24/7 in the commercial environment
- Directly connected to our IT staff for Real-time support (any day of the week)
- LIFETIME WARRANTY on the Smartbox
- Top Channel Package
- · Energy Efficient Headend System

With the SmartBox, we can build a custom programming package integrated with your property channels(s) and an on-screen channel guide. All the top channels are available with a variety of options like; sports, news, locals, weather and so much more. Our Technicians will ensure a turn-key solution when it comes to your TV service and your overall experience.

Dish Network recognizes Star Connection as its Top commercial partner in the US. Our Family Owned Business & Veteran Owned will ensure prompt service 7 days a week with a dispatch center ready at all times. With 24 years serving our customers, trust in the team at Star Connection to deliver the best in TV programming.



# **Monthly Charges**

# **Programming & Channel Selection**

Delivering the best in TV Programming with our Premier Programming Package. This package has it all! Your local channels are also included in the pricing.

Your programming will come with the following Must-Have Channels:

- Big Ten Network
- NFL
- MLB
- NBA
- · CBS Sports
- TNT
- USA
- News: MSNBC, FOX News, CNN ...and more.
- · Cartoon Network
- · Weather Channel
- · Game Show Network
- AMC
- · Animal Planet
- National Geographic
- Local Channels: FOX, NBC, ABC, CBS
- 2 Property Channels Included!
- ...and so much more.

\*Keep in mind you can change out channels for other channels in the programming package at any time. You just need to notify our support team of the channels you wish to change.

See Your Channel Options Below



#### per month

### 40CH SmartBox - TV Distribution System

If reliability is a key factor, the Smartbox is a must-have. This Headend System has been rated the most reliable distribution system on the market. Sending the signal along your existing coax infrastructure, without the need for rewiring. Our team will ensure proper signal strength at all ends of the property.

• You can increase the number of channels, by adding another blade to the Smartbox at any time.

#### **SMARTBOX Key Benefits**

- · Works over your existing Cabling
- · Monitored and Managed Remotely
- Designed to operate 24 hours a day
- · Energy Efficiency
- · Lifetime Warranty





# (Included with Offer) 2 Property Channels & Our Technical Support Plan

The lodgeVision Support Team understands how important your TV Service is to your residents. This is why all of our installations have our service plan included in the pricing. Our Gold Service Plan gives our guest the peace of mind with 24 hour response time, any day of the week. This plan comes with the following benefits:

- 24 hour response time, 7 days a week
- · Remote monitoring of equipment
- · Access to our tech support team to cover any questions you may have
- · Reduces truck roll fee
- All Satellite to Smartbox Signal Related Issues are covered under our Service Plan

#### **Property Channel with Media Software**

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Quick tutorial to show how easy it really is to create your own content for your channel.

https://www.youtube.com/watch?v=OfHUwtGTkfs&t=30s









Subtotal

1,522.44



### **Hardware & Installation Charges**

Our Certified & Licensed Star Connection Engineer has the experience to get the job done right the first time. We use all Commercial Grade Equipment to deliver the Best Picture in the Industry. Your system will be installed by the #1 rated Installation Team, two years in a row. Our team has over 24 years of experience in installing healthcare & hospitality facilities. Below is a list of parts we will be using & work that will be completed.

#### Total Charge for Installation & Parts Listed: \$980

· Group Installation Discount has been applied!

Included with Installation:

#### **Hardware**

- 1 High-Gain Satellite Dish with Sled Mount
- 1 OTA Antenna
- Wiring from the Satellite to Headend System
- 2 HD Modulators for property channels

#### Labor

- · Programming Smartbox Blades
- · Smartbox Installation
- · Installing OTA Antenna
- · Mounting & Line Testing
- · Satellite positioning and peaking equipment
- Testing Signal at all ends of the building
- · Training on Equipment

(Day of Cut-Over will require a minimum of 3 staff members to scan TVs)

#### **Certified & Licensed Star Connection Technician**

## **We Want To Earn Your Business**

We want to earn your business. lodgeVision reduced the overall installation and hardware cost by 60%. Our team only uses commercial-grade equipment to ensure long-lasting results.



Total excluding tax

\$1,522.44

per month

Total excluding tax

\$980.00

#### **lodgeVision Awards**

Please review the attached reference list and please don't hesitate to reach out for specific details or additional feedback. lodgeVision Website:

• https://www.lodgevision.com

Dish Retail of the Year Award (lodgeVision):

https://www.youtube.com/watch?v=EbvKjZEnB4U





#### **Terms & Conditions**

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Reviews See all reviews



I had a rough time previously with my original provider but the support and expertise of the staff of lodgevision turned everything around for me.

by Nate Luick



Justin and the lodgeVision team were such a joy to work with! After getting discouraged with the first 2 companies who came out just to tell us that our cable infrastructure wouldn't support HD delivery without the added ...

by Mike T



I have been totally impressed with lodgeVision. The installation of their system came with minimal disruptions. Their follow up has been phenomenal. We have seen increased satisfaction with our customers by switching over to lodgeVision.

by Steve Cusher



Justin Geitner lodgeVision S2634 County Road BD #1 Baraboo, Wi 53913 www.lodgevision.com

PHONE

608-665-1909

FOR

Lincoln Correctional Center

TO

AJ Divis

EMAIL

aj.divis@nebraska.gov

ADDRESS

3216 W Van Dorn Street

Lincoln NE 68522

PHONE

402-471-2861

QUOTE NUMBER

2320

May 27, 2022

**VALID UNTIL** 

August 1, 2022 at 11:00AM

# HDTV Programming & Installation for Lincoln Correctional Center (LCC)



### **Our Proposal**

Delivering the Best in TV Programming without compromising on price. Our solution brings ease-of-use and convenience to your staff. At the same time, saving money per month.

We recommend looking at the SmartBox HDTV Distribution System. The Smartbox falls in line with most Property Standards, "To deliver quality service at an affordable price". Here are some of the main points to our offer and why the Smartbox is the best solution for your property. This proposal is based on 360 TVs.

#### Total Per Drop = \$9.536 (Total monthly Bill \$3,433.00)

- Smartbox was built to run 24/7 in the commercial environment
- Directly connected to our IT staff for Real-time support (any day of the week)
- LIFETIME WARRANTY on the Smartbox
- Top Channel Package
- Energy Efficient Headend System

With the SmartBox, we can build a custom programming package integrated with your property channels(s) and an on-screen channel guide. All the top channels are available with a variety of options like; sports, news, locals, weather and so much more. Our Technicians will ensure a turn-key solution when it comes to your TV service and your overall experience.

Dish Network recognizes Star Connection as its Top commercial partner in the US. Our Family Owned Business & Veteran Owned will ensure prompt service 7 days a week with a dispatch center ready at all times. With 24 years serving our customers, trust in the team at Star Connection to deliver the best in TV programming.



# **Monthly Charges**

# **Programming & Channel Selection**

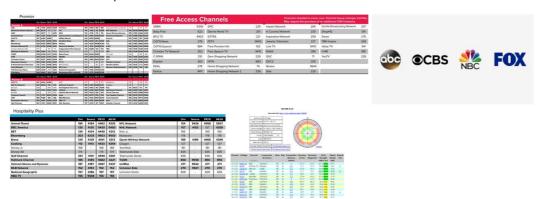
Delivering the best in TV Programming with our Premier Programming Package. This package has it all! Your local channels are also included in the pricing.

Your programming will come with the following Must-Have Channels:

- Big Ten Network
- NFL
- MLB
- NBA
- · CBS Sports
- TNT
- USA
- · News: MSNBC, FOX News, CNN ...and more.
- · Cartoon Network
- · Weather Channel
- · Game Show Network
- AMC
- · Animal Planet
- National Geographic
- Local Channels: FOX, NBC, ABC, CBS
- 2 Property Channels Included!
- ...and so much more.

\*Keep in mind you can change out channels for other channels in the programming package at any time. You just need to notify our support team of the channels you wish to change.

See Your Channel Options Below



#### per month

# 40CH SmartBox - TV Distribution System

If reliability is a key factor, the Smartbox is a must-have. This Headend System has been rated the most reliable distribution system on the market. Sending the signal along your existing coax infrastructure, without the need for rewiring. Our team will ensure proper signal strength at all ends of the property.

#### **SMARTBOX Key Benefits**

- · Works over your existing Cabling
- · Monitored and Managed Remotely
- · Designed to operate 24 hours a day
- Energy Efficiency
- · Lifetime Warranty





# (Included with Offer) 2 Property Channel & Our Technical Support Plan

The lodgeVision Support Team understands how important your TV Service is to your residents. This is why all of our installations have our service plan included in the pricing. Our Gold Service Plan gives our guest the peace of mind with 24 hour response time, any day of the week. This plan comes with the following benefits:

- 24 hour response time, 7 days a week
- Remote monitoring of equipment
- · Access to our tech support team to cover any questions you may have
- · Reduces truck roll fee
- All Satellite to Smartbox Signal Related Issues are covered under our Service Plan

### **Property Channel with Media Software**

This easy to use software will allow you to control your own in-house channel for marketing, information or entertainment. We also include a one on one training (30 mins) for your marketing team or staff.

Quick tutorial to show how easy it really is to create your own content for your channel.

https://www.youtube.com/watch?v=OfHUwtGTkfs&t=30s









Subtotal

3,433.00



#### **Hardware & Installation Charges**

Our Certified & Licensed Star Connection Engineer has the experience to get the job done right the first time. We use all Commercial Grade Equipment to deliver the Best Picture in the Industry. Your system will be installed by the #1 rated Installation Team, two years in a row. Our team has over 24 years of experience in installing healthcare & hospitality facilities. Below is a list of parts we will be using & work that will be completed.

# **Total Charge for Installation & Parts Listed: FREE**

· Group Installation Discount has been applied!

Included with Installation:

#### **Hardware**

- 1 High-Gain Satellite Dish with Sled Mount
- 1 OTA Antenna
- 2 HD Modulator for property channels

#### Labor

- Programming Smartbox Blades
- · Smartbox Installation
- Installing OTA Antenna
- Mounting & Line Testing
- · Satellite positioning and peaking equipment
- · Testing Signal at all ends of the building
- Training on Equipment

(Day of Cut-Over will require a minimum of 3-4 staff members to scan TVs)

#### **Certified & Licensed Star Connection Technician**

# We Want To Earn Your Business

We want to earn your business. lodgeVision reduced the overall installation and hardware cost by 100%. Our team only uses commercial-grade equipment to ensure long-lasting results.



Total excluding tax

\$3,433.00

per month

Total excluding tax

\$0.00

#### **lodgeVision Awards**

Please review the attached reference list and please don't hesitate to reach out for specific details or additional feedback. lodgeVision Website:

• https://www.lodgevision.com

Dish Retail of the Year Award (lodgeVision):

https://www.youtube.com/watch?v=EbvKjZEnB4U



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Reviews See all reviews



I had a rough time previously with my original provider but the support and expertise of the staff of lodgevision turned everything around for me.

by Nate Luick



Justin and the lodgeVision team were such a joy to work with! After getting discouraged with the first 2 companies who came out just to tell us that our cable infrastructure wouldn't support HD delivery without the added ...

by Mike T



I have been totally impressed with lodgeVision. The installation of their system came with minimal disruptions. Their follow up has been phenomenal. We have seen increased satisfaction with our customers by switching over to lodgeVision.

by Steve Cusher



FROM

Justin Geitner lodgeVision S2634 County Road BD #1 Baraboo, Wi 53913 www.lodgevision.com

PHONE

608-665-1909

FOR

Diagnostic and Evaluation Center

TO

AJ Divis

EMAIL

aj.divis@nebraska.gov

ADDRESS

3220 W Van Dorn Street

Lincoln NE 68522

PHONE

402-471-3330

QUOTE NUMBER

2318

DATE

May 31, 2022

**VALID UNTIL** 

August 1, 2022 at 8:00AM

# **HDTV** Programming & Installation for Diagnostic and Evaluation Center (DEC)



# **Our Proposal**

Delivering the Best in TV Programming without compromising on price. Our solution brings ease-of-use and convenience to your staff. At the same time, saving money per month.

We recommend looking at the SmartBox HDTV Distribution System. The Smartbox falls in line with most Property Standards, "To deliver quality service at an affordable price". Here are some of the main points to our offer and why the Smartbox is the best solution for your property. This proposal is based on 35 TVs.

#### Total Per Drop = \$19.414 (Total monthly Bill \$679.50)

- Smartbox was built to run 24/7 in the commercial environment
- Directly connected to our IT staff for Real-time support (any day of the week)
- LIFETIME WARRANTY on the Smartbox
- Top Channel Package
- Energy Efficient Headend System

With the SmartBox, we can build a custom programming package integrated with your property channels(s) and an on-screen channel guide. All the top channels are available with a variety of options like; sports, news, locals, weather and so much more. Our Technicians will ensure a turn-key solution when it comes to your TV service and your overall experience.

Dish Network recognizes Star Connection as its Top commercial partner in the US. Our Family Owned Business & Veteran Owned will ensure prompt service 7 days a week with a dispatch center ready at all times. With 24 years serving our customers, trust in the team at Star Connection to deliver the best in TV programming.

We also want to say, "We Greatly Appreciate All That You Do. Keep up the good work."



# **Monthly Charges**

# **Programming & Channel Selection**

Delivering the best in TV Programming with our Premier Programming Package. This package has it all! Your local channels are also included in the pricing.

Your programming will come with the following Must-Have Channels:

- Big Ten Network
- NFL
- MLB
- NBA
- · CBS Sports
- TNT
- USA
- · News: MSNBC, FOX News, CNN ...and more.
- · Cartoon Network
- · Weather Channel
- · Game Show Network
- AMC
- · Animal Planet
- National Geographic
- Local Channels: FOX, NBC, ABC, CBS
- 2 Property Channels Included!
- ...and so much more.

\*Keep in mind you can change out channels for other channels in the programming package at any time. You just need to notify our support team of the channels you wish to change.

See Your Channel Options Below



per month

# 40CH SmartBox - TV Distribution System

If reliability is a key factor, the Smartbox is a must-have. This Headend System has been rated the most reliable distribution system on the market. Sending the signal along your existing coax infrastructure, without the need for rewiring. Our team will ensure proper signal strength at all ends of the property.

#### **SMARTBOX Key Benefits**

- · Works over your existing Cabling
- · Monitored and Managed Remotely
- · Designed to operate 24 hours a day
- Energy Efficiency
- · Lifetime Warranty





# (Included with Offer) 2 Property Channel & Our Technical Support Plan

The lodgeVision Support Team understands how important your TV Service is to your residents. This is why all of our installations have our service plan included in the pricing. Our Gold Service Plan gives our guest the peace of mind with 24 hour response time, any day of the week. This plan comes with the following benefits:

- 24 hour response time, 7 days a week
- Remote monitoring of equipment
- · Access to our tech support team to cover any questions you may have
- · Reduces truck roll fee
- All Satellite to Smartbox Signal Related Issues are covered under our Service Plan

### **Property Channel with Media Software**

This easy to use software will allow you to control your own in-house channel for marketing, information or entertainment. We also include a one on one training (30 mins) for your marketing team or staff.

Quick tutorial to show how easy it really is to create your own content for your channel. \* https://www.youtube.com/watch?v=OfHUwtGTkfs&t=30s









Subtotal

679.50



#### **Hardware & Installation Charges**

Our Certified & Licensed Star Connection Engineer has the experience to get the job done right the first time. We use all Commercial Grade Equipment to deliver the Best Picture in the Industry. Your system will be installed by the #1 rated Installation Team, two years in a row. Our team has over 24 years of experience in installing healthcare & hospitality facilities. Below is a list of parts we will be using & work that will be completed.

#### Total Charge for Installation & Parts Listed: \$1,980

· Group Installation Discount has been applied!

Included with Installation:

#### **Hardware**

- 1 High-Gain Satellite Dish with Sled Mount
- 1 OTA Antenna
- 2 Modulators for property channels

#### Labor

- Programming Smartbox Blades
- · Smartbox Installation
- Installing OTA Antenna
- Mounting & Line Testing
- · Satellite positioning and peaking equipment
- · Testing Signal at all ends of the building
- Training on Equipment

(Day of Cut-Over will require a minimum of 2 staff members to scan TVs)

#### **Certified & Licensed Star Connection Technician**

# We Want To Earn Your Business

We want to earn your business. lodgeVision reduced the overall installation and hardware cost by 30%. Our team only uses commercial-grade equipment to ensure long-lasting results.



Total excluding tax

\$679.50

per month

Total excluding tax

\$1,980.00

#### **lodgeVision Awards**

Please review the attached reference list and please don't hesitate to reach out for specific details or additional feedback. lodgeVision Website:

• https://www.lodgevision.com

Dish Retail of the Year Award (lodgeVision):

https://www.youtube.com/watch?v=EbvKjZEnB4U



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Reviews See all reviews



I had a rough time previously with my original provider but the support and expertise of the staff of lodgevision turned everything around for me.

by Nate Luick



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by Mike T



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by Steve Cusher



FROM

Justin Geitner lodgeVision S2634 County Road BD #1 Baraboo, Wi 53913

www.lodgevision.com

PHONE

608-665-1909

FOR

Community Correctional Center - Lincoln (CCCL)

ТО

AJ Divis

FMAII

aj.divis@nebraska.gov

**ADDRESS** 

2720 W Van Dorn St, Lincoln, NE 68522

Lincoln NE 68522

PHONE

402-471-0740

QUOTE NUMBER

2339

DATE

May 27, 2022

**VALID UNTIL** 

August 1, 2022 at 2:00PM

# HDTV Programming & Installation for Community Correctional Center - Lincoln (CCCL)



# **Our Proposal**

Delivering the Best in TV Programming without compromising on price. Our solution brings ease-of-use and convenience to your staff. At the same time, saving money per month.

We recommend looking at the SmartBox HDTV Distribution System. The Smartbox falls in line with most Property Standards, "To deliver quality service at an affordable price". Here are some of the main points to our offer and why the Smartbox is the best solution for the Community Correctional Center - Lincoln (CCCL). This service will cover 532 Drops (TVs) at the facility.

# Total Per Drop = \$9.291 (Total monthly Bill \$4,943.16)

- Smartbox was built to run 24/7 in the commercial environment
- Directly connected to our IT staff for Real-time support (any day of the week)
- LIFETIME WARRANTY on the Smartbox
- Top Channel Package
- · Energy Efficient Headend System

With the SmartBox, we can build a custom programming package integrated with your property channels(s) and an on-screen channel guide. All the top channels are available with a variety of options like; sports, news, locals, weather and so much more. Our Technicians will ensure a turn-key solution when it comes to your TV service and your overall experience.

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We also want to say, "We Greatly Appreciate All That You Do. Keep up the good work."



# **Monthly Charges**

# **Programming & Channel In Your Package**

Delivering the best in TV Programming with our Premier Programming Package. This package has it all! Your local channels are also included in the pricing.

Your programming will come with the following Must-Have Channels:

- Big Ten Network
- NFL
- MLB
- NBA
- · CBS Sports
- TNT
- USA
- · News: MSNBC, FOX News, CNN ...and more.
- · Cartoon Network
- · Weather Channel
- · Game Show Network
- AMC
- · Animal Planet
- National Geographic
- Local Channels: FOX, NBC, ABC, CBS
- 2 Property Channels Included!
- ...and so much more.

\*Keep in mind you can change out channels for other channels in the programming package at any time. You just need to notify our support team of the channels you wish to change.

See Your Channel Options Below

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#### per month

# 40CH SmartBox - TV Distribution System

SMARTBOX supports any size property, so you can power entertainment in every room from this one wall-mountable microwave-sized box. Say goodbye to the bulky cooling system.

#### **SMARTBOX Key Benefits**

- · Works over your existing Cabling
- · Monitored and Managed Remotely
- · Designed to operate 24 hours a day
- Energy Efficiency
- · SMARTBOX takes up 93% less space
- Integrates OTT Services
- · Lifetime Warranty on the Hardware



# (Included with Offer) 2 Property Channels & Our Technical Support Plan

The lodgeVision Support Team understands how important your TV Service is to your residents. This is why all of our installations have our service plan included in the pricing. Our Gold Service Plan gives our guest the peace of mind with 24 hour response time, any day of the week. This plan comes with the following benefits:

- 24 hour response time, 7 days a week
- · Remote monitoring of equipment
- · Access to our tech support team to cover any questions you may have
- Reduces truck roll fee
- All Satellite to Smartbox Signal Related Issues are covered under our Service Plan

# **Property Channel with Media Software**

This easy to use software will allow you to control your own in-house channel for marketing, information or entertainment. We also include a one on one training (30 mins) for your marketing team or staff.

Quick tutorial to show how easy it really is to create your own content for your channel.

https://www.youtube.com/watch?v=OfHUwtGTkfs&t=30s









Subtotal

4,943.16



### **Hardware & Installation Charges**

Our Certified & Licensed Star Connection Engineer has the experience to get the job done right the first time. We use all Commercial Grade Equipment to deliver the Best Picture in the Industry. Your system will be installed by the #1 rated Installation Team, two years in a row. Our team has over 24 years of experience in installing healthcare & hospitality facilities. Below is a list of parts we will be using & work that will be completed.

#### Total Charge for Installation & Parts Listed: FREE

· Group Installation Discount has been applied!

Included with Installation:

#### **Hardware**

- 1 High-Gain Satellite Dish with Sled Mount
- 1 OTA Antenna
- · Modulator for property channel

#### Labor

- · Programming Smartbox Blades
- · Smartbox Installation
- Installing OTA Antenna
- Mounting & Line Testing
- · Satellite positioning and peaking equipment
- · Testing Signal at all ends of the building
- Training on Equipment

(Day of Cut-Over will require a minimum of 4-5 staff members to scan TVs)

#### **Certified & Licensed Star Connection Technician**

# We Want To Earn Your Business

We want to earn your business. lodgeVision reduced the overall installation and hardware cost by 100%. Our team only uses commercial-grade equipment to ensure long-lasting results.



Total excluding tax

\$4,943.16

per month

Total excluding tax

\$0.00

#### **lodgeVision Awards**

Please review the attached reference list and please don't hesitate to reach out for specific details or additional feedback. lodgeVision Website:

• https://www.lodgevision.com

Dish Retail of the Year Award (lodgeVision):

https://www.youtube.com/watch?v=EbvKjZEnB4U





#### **Terms & Conditions**

This Proposal may be withdrawn if not accepted within thirty (30) days. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. Same will become an extra charge over and above the quoted amount. All agreements contingent upon strikes, accidents or delays beyond our control. 50% due upon acceptance; balance due at time of completion. All monthly recurring fees & charges are based on current pricing and our set and controlled by the service provider. Applicable Sales Taxes are Not Included unless notated in the proposal. All Pictures shown are for illustration purposes only. Actual product may vary due to product enhancement. This proposal includes 2 man-hours of system instruction and video infrastructure troubleshooting it does Not Include any Parts or the Re-Programming of the televisions, we're happy to assist with the television programming at an hourly rate of \$80 per tech. Please let us know in advance if you would like assistance with the tv programming so we can add it to our Statement of Work". The Smartbox requires Digital Televisions with QAM tuners.

Reviews See all reviews



I had a rough time previously with my original provider but the support and expertise of the staff of lodgevision turned everything around for me.

by Nate Luick



Justin and the lodgeVision team were such a joy to work with! After getting discouraged with the first 2 companies who came out just to tell us that our cable infrastructure wouldn't support HD delivery without the added ...

by Mike T



I have been totally impressed with lodgeVision. The installation of their system came with minimal disruptions. Their follow up has been phenomenal. We have seen increased satisfaction with our customers by switching over to lodgeVision.

by Steve Cusher

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

BIDDER NAME: Star Connection LLC dba lodgeVision		
For each component, respond by marking Yes/No and provide narrative response.		
V.C. PROJECT REQUIREMENTS Part 2.0		
<b>2.1.</b> Worth 0-50 points		
	Yes	No
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.	Х	
Narrative Response Here: Our Satellite Equipment is anchored to a NON-Penetrating Roof Sled Mount. This is held in place by 8 Cinder Blo can with stand up to 125 mph winds. The Satellite can be place almost anywhere on the roof. We prefer it to be of entry on the roof and closer to the main TV/IT Room. The satellite will be facing the South Sky.		
<b>2.2.</b> Worth 0-50 points		
The proposed solution must provide two (2) dedicated in-house channels to display internal information and	Yes	No
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.	Х	
portal. You will have your own username and password to access this account. In there your team can create it's create your content in an easy to use software. Our team also give a one on one demo (if needed) with your team sources as well to help.  YouTube Tutorial for In-House Channels: https://www.youtube.com/watch?v=kdT5XB-0Vlc&t=16s		
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	Yes	No
working directly with OCIO to integrate access from state computers. Describe how the responding bidder expects to work with the OCIO team.	Х	
Narrative Response Here: We don't need access the State's Internet Network. Our Head-end System (the Smartbox) requires an Internet of able to communicate with it. We need to communicate with the Smartbox to provide "Real-time Support" In case you not limited to) requested channel changes, rebooting the system if needed, seeing if a blade or a channel is out of are open to different options for connection.	you neede	d (and
<b>2.4.</b> Worth 0-50 points		
The proposed solution must have capability to integrate with facility Local Area Network (LAN). Describe below	Yes	No
how this will be achieved.	Х	
Narrative Response Here: The Smartbox has a couple of spots on the front of the headend system to plug a LAN (Cat6) Cable into.		

V.F. WORK PLAN Part 3.0				
<b>3.1.</b> Worth 0-40 points				
ne proposed solution will provide all equipment, excluding the current equipment in place and owned by DCS, 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 ength of time.	X			
Narrative Response Here: The Smartbox is the head-end system and this is leased each month. The equipment is a month to month lease each proposal for each property. We will also be providing the 2 modulators for each property. They will be part				
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	Yes	N		
<b>Narranty</b> - lodgeVision covers any TV issues that is caused by the Satellite or the Smartbox. We do not cover of current coax cable infrastructure. The Smartbox also comes with a LIFETIME Warranty.				
		port a		
our on-site support if its Satellite or Smartbox related. We can also come for any break-and-fix applications as we		port a		
bur on-site support if its Satellite or Smartbox related. We can also come for any break-and-fix applications as we 3.3. Worth 0-40 points  NDCS may review, audit, and/or change television programing on an as needed basis. This includes but not		No		
Bur on-site support if its Satellite or Smartbox related. We can also come for any break-and-fix applications as we also supports. Worth 0-40 points  NDCS may review, audit, and/or change television programing on an as needed basis. This includes but not imited to removing inappropriate television programing as deemed by NDCS or addition of programing throughout a calendar year. Describe the process by which NDCS may request such changes and time frame	ell.			
3.3. Worth 0-40 points  NDCS may review, audit, and/or change television programing on an as needed basis. This includes but not limited to removing inappropriate television programing as deemed by NDCS or addition of programing throughout a calendar year. Describe the process by which NDCS may request such changes and time frame for implementation.  Narrative Response Here: With our system (assuming we have internet connection to the Smartbox), you can change channels within your pat anytime. It typically takes anywhere from 2-hours to 24-hours to complete a channel change. If request lands	Yes X proposed p	No		
But on-site support if its Satellite or Smartbox related. We can also come for any break-and-fix applications as we also support if its Satellite or Smartbox related. We can also come for any break-and-fix applications as we also support if its Satellite or Smartbox related. We can also come for any break-and-fix applications as we also support if its Satellite or Smartbox as we also come for any break-and-fix applications as we also support if its Satellite or Smartbox and its support in the satellite or Smart	Yes X proposed p	No		
BUCS may review, audit, and/or change television programing on an as needed basis. This includes but not imited to removing inappropriate television programing as deemed by NDCS or addition of programing hroughout a calendar year. Describe the process by which NDCS may request such changes and time frame or implementation.  Narrative Response Here: With our system (assuming we have internet connection to the Smartbox), you can change channels within your pat anytime. It typically takes anywhere from 2-hours to 24-hours to complete a channel change. If request lands weekend, changes can take up to 48 hours.  3.4. Worth 0-40 points  Contractor must have service available twenty-four (24) hours per day, seven (7) days per week. Provide service	Yes X proposed p	No No acka ay or		
Service - We are here to support you 7-days a week. As part of our proposal for each property. We offer our tecour on-site support if its Satellite or Smartbox related. We can also come for any break-and-fix applications as we 3.3. Worth 0-40 points  NDCS may review, audit, and/or change television programing on an as needed basis. This includes but not limited to removing inappropriate television programing as deemed by NDCS or addition of programing throughout a calendar year. Describe the process by which NDCS may request such changes and time frame for implementation.  Narrative Response Here: With our system (assuming we have internet connection to the Smartbox), you can change channels within your pat anytime. It typically takes anywhere from 2-hours to 24-hours to complete a channel change. If request lands weekend, changes can take up to 48 hours.  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  X  proposed p on a holida	No		

<b>3.5.</b> 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 X	No
Narrative Response Here: Each user can pick their own channel from the channel line up to be viewed on their own delivers a set of channels that your team picks. Those channels are available to all the users.	V. The Sr	martbox
V. G. TELVISION PROGRAMING Part 4.0		
<b>4.1.</b> Worth 0-20 points		
	Yes	No
Does the Contractor offer pre-set packages?	X	- 110
Narrative Response Here: Yes, Dish Network offers pre-set packages But you are able to pick out of that packages	age set the	<del></del>
channels that you actually want to display. This is great for controlling the content to all the TVs.		
4.2 Worth 0-20 points		
	Yes	No
Does the Contractor offer ala-carte television program selection?	X	110
Narrative Response Here: Dish Network offers pre-set packages But you are able to pick out of that package the channels that you actuall So it's similar to ala-carte. This is great for controlling the content to all the TVs.	ly want to o	display.
<b>4.3.</b> Worth 0-20 points		
	Yes	No
Is NDCS able to remove specific television programming?	Х	
Narrative Response Here: Yes and No, You are not able to stop a certain program that comes on a certain channable to take any channel away from the lineup. So in sense, you are able to remove that programming.	nel. But yo	ou are
<b>4.4.</b> Worth 0-20 points		
	Yes	No
Is NDCS able to customize television package line up?	х	
Narrative Response Here: Yes, you are able to pick out any channels in the package that you actually want to dishave them in any order you see fit.	play. You	can

<b>4.5.</b> Worth 0-20 points		
	Yes	No
NDCS will not accept the VICE Network channel(s). Can the proposing Bidder accommodate this NDCS need?	Х	
Narrative Response Here: Absolutely, you are able to pick out any channels in the package that you actually want there is a channel that is not approvedDon't put it in the lineup.	t to display	. If
<b>4.6.</b> Worth 0-20 points		
No religion specific channels unless provided at no cost. Describe what religious channels (faith tradition) are	Yes	No
being proposed and whether they are free to NDCS.	Х	
Narrative Response Here: All of the following channels are FREE with our packages: Christian TV Network, Etern Inspiration Network, Sonlife Broadcasting Network.	nal World T	ΓV,
<b>4.7.</b> Worth 0-20 points		
	Yes	No
Is the Contractor able to provide a ratings guide for each channel and network offered in the bid?	Х	
Narrative Response Here: Yes we can. We can give this to you by request only		
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	Yes	No
location. Has such an implementation plan been attached with the proposal? (No Narrative Response)	Х	
Narrative Response Here: See attachment		
<b>5.2.</b> Worth 0-60 points		
The transition period for installation and beginning of service should not exceed three (3) months from time of	Yes	No
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.	Х	
Narrative Response Here: Yes we are able to complete all locations within 3 months.		

# 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.

Fac	cility Name and Site Addresses	Yes	No
6.1	Reception Treatment Center (RTC)		
	3218 West Van Dorn		
	Lincoln, NE 68522		
	a. Lincoln Correctional Center (LCC)	×	
	3216 West Van Dorn	^	
	Lincoln, NE 68522		
	b. Diagnostic Evaluation Center (DEC)		
	3220 West Van Dorn		
	Lincoln, NE 68522		
6.2	Nebraska State Penitentiary (NSP)		
	4201 South 14 <sup>th</sup> Street	X	
	Lincoln, NE 68502		
6.3	Community Correctional Center – Lincoln (CCCL)		
	2720 West Van Dorn	X	
	Lincoln, NE 68522		
6.4	Nebraska Correctional Center for Women (NCCW)		
	107 Recharge Road	X	
	York, NE 68467		
6.5	Omaha Correctional Center (OCC)		
	2323 Ave J	X	
	Omaha, NE 68110		
6.6	Community Correctional Center – Omaha (CCCO)		
	2320 Ave J	X	
	Omaha, NE 68110		
6.7	Tecumseh State Correctional Center (TSCI)		
	2725 North Highway 50	X	
	Tecumseh, NE 68450		
6.8	Work Ethic Camp (WEC)		
	2309 US-83		X
	McCook, NE 69001		
6.9	Nebraska Correctional Youth Facility (NCYF) (OPTIONAL)		
	2610 N 20th Street East	X	
	Omaha, NE 68110		

# **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

		s if bidder can provide Channel or No if bidder cannot
Required Channels with no alternatives	Yes	No
Dedicated In-House #1	X	
Dedicated In-House #2	Χ	
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.

	Mark Yes if bidder can properties of the cannot seem of the cannot see			
Required Channels with no alternatives	Yes	No		
7.1.1 Dedicated In-House #1	Х			
7.1.2 Dedicated In-House #2	Х			
7.1.3 CSPAN	Х			
7.1.4 Big 10 Sports Channel	Х			
7.1.5 Local NBC	Х			
7.1.6 Local ABC	Х			
7.1.7 Local CBS	Х			
7.1.8 Local FOX	х			

# 7.2 Core Channel Offerings

Bidder should list channel offers appropriate for each programing 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

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

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

Programing Categories Required		Specify Channel for each Programing Category
24 Hour Weather		
7.2.1	1.	Weather Channel or Weather Nation
News With Varying Content/ Viewpoints Examples: CNN, FOX, ABC, NBC [Minimum of two (2)]		
7.2.2	1.	MSNBC
7.2.3	2.	FOX News
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.	TLC
7.2.6	2.	A&E
7.2.7	3.	Bravo
7.2.8  Motion Distury / Sovice Drame / Action / Company / Site on	4.	History
Motion Picture/ Series Drama/Action/Comedy/ Sitcom Multiple Genres Acceptable Examples: Syfy, AMC, FX, Turner, USA [Minimum of four (4)]		
7.2.9	1.	USA
7.2.10	2.	Paramount Network
7.2.11	3.	AMC
7.2.12	4.	HDNet Movies

Sports Examples: ESPN, FS [Minimum of three (3)]	
7.2.13	NFL
7.2.14	MLB
7.2.15	NBA
4.	CBS Sports
5.	Big 10 Network
Spanish-Speaking Examples: Univision, Galavision [Minimum of one (1)]	
7.2.16	UniMas
African American Television Network Examples: BET, OWN, Aspire [Minimum of one (1)]	
7.2.17	BET

Additional and/or Alternative Offerings: (Not Scored)

If there are additional channels or programing the Bidder wants to include, the Bidder should complete the below table with the appropriate information. The Bidder may also attach additional documents to show available channels, programing, packages, etc.

Category	/	Genre	of	Channel / Program Name
Programing				
				Food Network
				Home & Garden
				National Geographic
				Lifetime
				CNN
				Discovery Channel
				Animal Planet
				Game Show Network
				Gaine Show Network

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

SOLICITATION NUMBER	RELEASE DATE
RFP 111549 O3	May 3, 2022
OPENING DATE AND TIME	PROCUREMENT CONTACT
June 15, 2022 2:00 p.m. Central Time	AJ Divis

# PLEASE READ CAREFULLY! SCOPE OF SERVICE

The State of Nebraska (State), Department of Correctional Services, is issuing this Request for Proposal (RFP) Number 111549 O3 for the purpose of selecting a qualified Contractor to provide Institutional Television (TV) Programing. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be three (3) years commencing upon mutual agreement of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for three (3) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>.

A mandatory Pre-Proposal Conference will be held on May 17th, 2022 through May 24th, 2022 at the locations listed in Section I.C.3.a.-

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful contractor's proposal or response will be posted to a public website managed by DAS, which can be found at <a href="http://statecontracts.nebraska.gov">http://statecontracts.nebraska.gov</a>.

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

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

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

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

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

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	E. F. G. H. I.	WORK PLAN  TELEVISION PROGRAMING  FACILITY LOCATIONS & CURRENT BROADCAST DISTRIBUTION METHODSITE LOCATIONS  NDCS POINTS OF CONTACT  NDCS STATE OWNED AND PROVIDED EQUIPMENT	30 31 32 32
	E. F. G. H. J.	WORK PLAN TELEVISION PROGRAMING FACILITY LOCATIONS & CURRENT BROADCAST DISTRIBUTION METHODSITE LOCATIONS NDCS POINTS OF CONTACT NDCS STATE OWNED AND PROVIDED EQUIPMENT PERFORM IMPLEMENTATION	30 31 32 32
12.50	E. F. G. H. I. J. K.	WORK PLAN TELEVISION PROGRAMING FACILITY LOCATIONS & CURRENT BROADCAST DISTRIBUTION METHODSITE LOCATIONS NDCS POINTS OF CONTACT NDCS STATE OWNED AND PROVIDED EQUIPMENT PERFORM IMPLEMENTATION DELIVERABLES	30 31 32 32 32
VI.	E. F. G. H. I. J. K.	WORK PLAN TELEVISION PROGRAMING FACILITY LOCATIONS & CURRENT BROADCAST DISTRIBUTION METHODSITE LOCATIONS NDCS POINTS OF CONTACT NDCS STATE OWNED AND PROVIDED EQUIPMENT PERFORM IMPLEMENTATION DELIVERABLES COSAL INSTRUCTIONS	30 31 32 32 32 32 32
VI.	E. F. G. H. I. J. K.	WORK PLAN TELEVISION PROGRAMING FACILITY LOCATIONS & CURRENT BROADCAST DISTRIBUTION METHODSITE LOCATIONS NDCS POINTS OF CONTACT NDCS STATE OWNED AND PROVIDED EQUIPMENT PERFORM IMPLEMENTATION DELIVERABLES	30 31 32 32 32 32 32
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REQUEST FOR PROPOSA	L FOR CONTRACTUAL	SERVICES FORM	38

# GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

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

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

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Automated Clearing House: (ACH) Electronic network for financial transactions in the United States

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

Best and Final Offer (BAFO): In a competitive proposal, the final offer submitted which contains the contractor's most favorable terms for price.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the bid.

Bidder: A contractor who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

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

Change Order: Document that provides amendments to an executed purchase order or contract.

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

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

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

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at

law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

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

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

**Contractor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

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

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

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

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Drop: Referring to an available television which can receive television broadcasts and programing.

**Evaluation:** The process of examining an offer after opening to determine the contractor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Facility: an organization or building offering supporting capability. A place provided for a particular purpose.

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Headend Equipment: Equipment which receives communications signals (such as cable television broadcasts) for distribution to a local area.

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

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

**Invalid Proposal:** A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

Late Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Lineup: An alignment of television programing and channels.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Media Content: Communication of information to an audience via electronic equipment.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/Must and Shall/Will/Must.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Pat Search: A search of the outside of a person's clothing, inside the shirt collar and pants waistband without the complete removal of the clothing. This will be accomplished by running the employee's hands inside the collar and waistband and over the exterior of the clothing surfaces and by separately inspecting hats, jackets, shoes and pockets.

Payroll & Financial Center (PFC): Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate.

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

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

**Protest/Grievance:** A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a contractor who has timely submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

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

Responsive Contractor: A contractor who has submitted a proposal which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Services:** A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Television (TV): Device that receives signals and reproduces them on a screen.

Television Programing: Segment of content intended for broadcast on television.

**Termination:** Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

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

Tool Inventory: A systemic process for tool accountability.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

**Vendor Performance Report:** A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

# ACRONYM LIST

ARO - After Receipt of Order

ACH - Automated Clearing House

BAFO - Best and Final Offer

COI - Certificate of Insurance

CPU - Central Processing Unit

DAS - Department of Administrative Services

F.O.B. - Free on Board

NDCS: Nebraska Department of Correctional Services

NIGP - National Institute for Governmental Purchasing

RFP - Request for Proposal

SPB - State Purchasing Bureau

#### I. PROCUREMENT PROCEDURE

#### A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractor who will be responsible for providing Institutional Television (TV) Programing at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

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

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

Name:

AJ Divis

Agency:

Department of Correctional Services

Address:

801 W. Prospector Pl., Bldg. 1

Lincoln, NE 68522

Telephone:

(402) 479-5883

E-Mail:

dcs.purchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

# C. SCHEDULE OF EVENTS

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

AC1	TIVITY	DATE/TIME	
1.	Release Solicitation	May 3 <sup>rd</sup> , 2022	
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	May 16 <sup>th</sup> , 2022	

ACTI	VITY		DATE/TIME
		Pre-Proposal Conference	
	Location:		
	a.	Reception Treatment Center (RTC) 3218 West Van Dorn Lincoln, NE 68522 Date: May 17, 2022 Time: 8:00 a.m.	
	b.	Nebraska State Penitentiary (NSP) 4201 South 14 <sup>th</sup> Street Lincoln, NE 68502 Date: May 17, 2022 Time: 1:00 p.m.	
	c.	Community Correctional Center – Lincoln (CCCL) 2720 West Van Dorn Lincoln, NE 68522 Date: May 18, 2022 Time: 8:00 a.m.	M
	d.	Nebraska Correctional Center for Women (NCCW) 107 Recharge Road York, NE 68467 Date: May 18, 2022 Time: 1:00 p.m.	
3.	e.	Omaha Correctional Center (OCC) 2323 Ave J Omaha, NE 68110 Date: May 19, 2022 Time: 9:00 a.m.	Ma y 17th, 2022 through May 24 <sup>th</sup> , 2022
	f.	Community Correctional Center – Omaha (CCCO) 2320 Ave J Omaha, NE 68110 Date: May 19, 2022 Time: 1:00 p.m.	
	g.	Nebraska Correctional Youth Facility (NCYF) (OPTIONAL) 2610 N 20th Street East Omaha, NE 68110 Date: May 19, 2022 Time: 3:00 p.m.	
	h.	Tecumseh State Correctional Institution (TSCI) 2725 North Highway 50 Tecumseh, NE 68450 Date: May 20, 2022 Time: 9:00 a.m.	
	i.	Work Ethic Camp (WEC) 2309 US-83 McCook, NE 69001 Date: May 23, 2022 Time: 11:00 a.m.	
	Proposals register the	tion Advisement: will only be accepted from those Companies/Firms which properly eir attendance at these meetings by completing all of the required n on the State Registration Sheet.	

ACT	IVITY	DATE/TIME
4.	Last day to submit written questions after Pre-Proposal Conference	May 27th, 2022
5.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 3 <sup>rd</sup> , 2022
6.	Electronic RFP opening: Upload electronic submissions via ShareFile.  Share File Link: https://nebraska.sharefile.com/r-r528a1d3d3a904f53b96a101826c6df90  WebEx Meeting Link: https://sonvideo.webex.com/sonvideo/j.php?MTID=m2ee9809a795501a000563f87e2401a1e	June 15, 2022 2:00 PM Central Time
7.	Review for conformance to solicitation requirements	June 15th, 2022
8.	Evaluation period	June 16-23, 2022
9.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	July 5, 2022
10.	Contract finalization period	July 5-15, 2022
11.	Contract award	July 18, 2022
12.	Contractor start date	August 1, 2022

#### D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 111549 O3; Institutional Television (TV) Programing Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

It is preferred that questions be sent via e-mail to <a href="mailto:dcs.purchasing@nebraska.gov">dcs.purchasing@nebraska.gov</a>, but may be delivered by hand or by U.S. Mail. It is recommended that Contractors submit questions using the following format.

Solicitation Section Solicitation Page Number		Question	

Written answers will be posted at https://das.nebraska.gov/materiel/bidopps.html per the Schedule of Events.

#### E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is mandatory. Contractors will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the solicitation requirements. Questions that have a material impact on the solicitation or process, and questions that are relevant to all contractors, will be answered in writing and posted at <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the solicitation or process, and are only of interest to an individual contractor during the conference. If a contractor feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

# F. NOTICE OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE

Contractors should notify the POC of their intent to attend by submitting a "Notification of Intent to Attend the Pre-Proposal Conference Form" (see Form B) by email at <a href="mailto:dcs.purchasing@nebraska.gov">dcs.purchasing@nebraska.gov</a>.

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

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf">https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf</a>. This must be accomplished prior to execution of the contract.

# H. ETHICS IN PUBLIC CONTRACTING

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

- Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything
  of value to any person or entity in an attempt to influence the bidding process;
- Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
- 3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity:
- 4. Submitting a proposal on behalf of another Party or entity; and
- Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

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

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

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

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

#### J. SUBMISSION OF PROPOSALS

The State is accepting only electronically submitted responses. The State will not accept proposals by email, voice, or telephone.

Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP is received electronically and submitted by the date and time indicated in the Schedule of Events. Proposals must be submitted via ShareFile by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. Website address is as follows: https://das.nebraska.gov/materiel/bidopps.html.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

#### Bidders submitting electronic responses must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

Proposal submission link: https://nebraska.sharefile.com/r-r528a1d3d3a904f53b96a101826c6df90

- The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
  - If duplicated proposals are submitted, the State will retain only the most recently submitted response.
  - ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
  - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.

# ELECTRONIC PROPOSAL FILE NAMES

The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:

- i. RFP 111549 O3, Company Name, Description of Service
- ii. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 111549 O3 Company Name, File 1 of 2.

If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 111549 O3 Company Name Proposal 1 File 1 of 2.

# K. PROPOSAL PREPARATION COSTS

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

# L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

- 1. Rejection of a contractor's proposal;
- 2. Withdrawal of the Intent to Award;
- 3. Withdrawal of the Award:
- 4. Negative Vendor Performance Report(s)
- Termination of the resulting contract;
- 6. Legal action; and
- Suspension of the contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

#### M. PROPOSAL CORRECTIONS

A contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

#### N. LATE PROPOSALS

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

#### O. PROPOSAL OPENING

The opening of proposals will be public and the contractors will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the <u>Public Records Act</u>, or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released. (See RFP signature page for further details) Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

# P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

- 1. Original Request for Proposal for Contractual Services form signed using an indelible method;
- Clarity and responsiveness of the proposal;
- Completed Corporate Overview;
- Completed Sections II through VI;
- 5. Complete Attachment A; and
- 6. Completed State Cost Proposal Template.

# Q. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

#### R. EVALUATION OF PROPOSALS

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

- 1. Corporate Overview should include but is not limited to:
  - a. the ability, capacity, and skill of the contractor to deliver and implement the system or project that

meets the requirements of the solicitation;

- b. the character, integrity, reputation, judgment, experience, and efficiency of the contractor;
- c. whether the contractor can perform the contract within the specified time frame;
- d. the quality of vendor performance on prior contracts;
- such other information that may be secured and that has a bearing on the decision to award the contract;
- 2. Attachment A; and,
- 3. Cost Proposal.

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible contractor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident contractor, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

- 1. Documentation from the United States Armed Forces confirming service;
- Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- Disability rating letter issued by the United States Department of Veterans Affairs establishing a serviceconnected disability or a disability determination from the United States Department of Defense; and
- 4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.

Evaluation criteria weighting will be released with the solicitation.

# S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every contractor may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring contractors to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the contractor, but the State reserves the right to refuse or not consider the offered materials. Contractors shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the contractors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the contractor and will not be compensated by the State.

#### T. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

#### U. PRICES

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first twelve (12) months of the contract. Any request for a price increase subsequent to the first twelve (12) months of the contract shall not exceed three percent (3 %) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the Nebraska Department of Correctional Services a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

#### V. COST CLARIFICATION

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

#### W. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a best and final offer.

#### X. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

#### Y. AWARD

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

- 1. Amend the solicitation;
- Extend the time of or establish a new proposal opening time;
- Waive deviations or errors in the State's solicitation process and in contractor proposals that are not
  material, do not compromise the solicitation process or a contractor's proposal, and do not improve a
  contractor's competitive position;
- Accept or reject a portion of or all of a proposal;
- Accept or reject all proposals;
- Withdraw the solicitation;
- Elect to rebid the solicitation:
- Award single lines or multiple lines to one or more contractors; or,
- Award one or more all-inclusive contracts.

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

https://das.nebraska.gov/materiel/bidopps.html

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance 08042021.pdf

#### Z. ALTERNATE/EQUIVALENT PROPOSALS

Contractor may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable therefore.

#### AA. LUMP SUM OR "ALL OR NONE" PROPOSALS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

#### BB. EMAIL SUBMISSIONS

NDCS will not accept proposals by email, electronic, voice, or telephone proposals except for one-time purchases under \$50,000.00.

#### CC. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

#### DD. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

#### 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:
CS			

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

- 1. Request for Proposal and Addenda:
- Amendments to the solicitation:
- 3. Questions and Answers;
- 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:
CS			

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:
G&			

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:
G8			

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:
68			

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:
68		30.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10	

C&		

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:
68			

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:
68			

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:
0			

#### 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:
89	9		

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:
68		1	

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:
68			

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:
GB			

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:
8			

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:
08			

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:
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The contract may be terminated as follows:

- 1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- 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;
  - 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;
  - 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:
  - contractor intentionally discloses confidential information;
  - 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:
C8			

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

- Transfer all completed or partially completed deliverables to the State;
- Transfer ownership and title to all completed or partially completed deliverables to the State;
- 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;
- Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations
  of this contract;
- Cooperate with any successor Contactor, 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

# INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

- The Contractor must complete the United States Citizenship Attestation Form, available on the
  Department of Administrative Services website at
  <a href="https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf">https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf</a>
- 2. The completed United States Attestation Form should be submitted with the solicitation response.
- 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.
- 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.

# 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:
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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:
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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:
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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:

- 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,
- 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 contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI

subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employee'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.

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
f higher limits are required, the Umbrella/Excess Liabi NORKER'S COMPENSATION	lity limits are allowed to satisfy the higher lim
	The same of the sa
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
JMBRELLA/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 Nebraska."	waiver of subrogation in favor of the State of
IANDATORY COI LIABILITY WAIVER LANGUAGE	
"O LIABILITY WAIVER LANGUAGE	omobile Liability policies shall name the State of

#### 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:
68			

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:
CS			

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:
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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:
CS			

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:
68			

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:
CS			

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:
68			

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 <a href="https://das.nebraska.gov/materiel/docs/pdf/Technology%20Access%20Clause%2020210608%20FINAL.pdf">https://das.nebraska.gov/materiel/docs/pdf/Technology%20Access%20Clause%2020210608%20FINAL.pdf</a> 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:
68			

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		Reject & Provide	NOTES/COMMENTS:
(Initial)	(Initial)	Alternative within	110 1 20/00 MIMILE 11 10:

	Solicitation Response (Initial)	
68		

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:
89			

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:
8			

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:
CS			

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:
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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 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:
CS			

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.

### V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

#### A. PROJECT OVERVIEW

The Nebraska Department of Correctional Services (NDCS) is seeking to contract with a qualified vendor(s) to provide standardized Television Programing at various correctional facilities located in Nebraska.

#### B. PROJECT ENVIRONMENT

NDCS has several facilities that provide satellite television programing to inmates which are housed in custody. Some inmates have a personal TV in their cell which receives television programing while other inmates can view such programing in only commons areas. Currently there are multiple vendors providing television programing at different facilities.

#### C. PROJECT REQUIREMENTS

- 1. Building roof tops will not be utilized or permitted to anchor any equipment. See Attachment A.
  - a. Equipment will be installed at NDCS designated areas at each facility.
- 2. Two (2) dedicated in-house channels to display internal information and media content. See Attachment
- 3. Contractor must have capability to integrate with facility Local Area Network (LAN). See Attachment A.

#### D. SCOPE OF WORK

The transition period for installation and service shall be determined by each facility, not to exceed three (3) months from time of scheduling for each facility.

Project will be considered complete once service has been received and verified at each facility.

#### E. WORK PLAN

- Contractor must provide all equipment, excluding the current equipment in place and owned by NDCS, associated with installation of required equipment to obtain the television programing. Any cost for the provision of the Contractor's equipment must be incorporated into the monthly service fee.
  - a. See section V. J. for NDCS State Owned and Provided Equipment.
- 2. Contractor must provide at least two (2) dedicated channels at each facility, which will allow NDCS to provide educational or "in-house" television programing, media and messaging. Dedicated channel system must be capable of uploading content and messages by NDCS staff via staff computer. Proposal should include a detail description of how this will be accomplished.

Examples of in-house television programing are as follows but not limited to:

- a. Motion Pictures
- b. Videos
- c. Messages
- d. Institutional Notices
- 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.
- All Contractor equipment setup and installed by the Contractor shall remain the property of the Contractor.
- Equipment owned by NDCS and used in the television and media content system must remain the property of NDCS.
- All equipment shall, other than satellites/antennas, reside in a telecommunication area designated by authorized NDCS staff. No roof installation allowed.
- 7. NDCS may review, audit, and/or change television programing on an as needed basis. Includes but not limited to removing inappropriate television programing as deemed by NDCS or addition of programing throughout a calendar year.
  - a. Contractor must provide instruction on process of requesting change to programing.
- 8. Television programing 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.
- 9. Contractor must have service available twenty-four (24) hours per day, seven (7) days per week.
- 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. SLA's

- with service call completion later than 48 hours after initial request may be a factor in award consideration.
- Contractor will schedule and coordinate service and maintenance in advance with designated facility staff.
- 12. 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.
- 13. 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.

#### F. TELEVISION PROGRAMING

Television programing proposals to include the but not limited to the following:

- 1. Pre-set packages
- 2. A-la-carte television program selection
- 3. Removal of specific television programing
- 4. NDCS custom package television programing line-up option
- 5. Television programing to exclude but not limited to the following:
  - a. VICE
  - b. Religion specific channels unless provided at no cost
- 6. Contractor should provide ratings guide for each channel and network offered in the bid.

NDCS has final approval of programing lineup.

#### G. FACILITY LOCATIONS & CURRENT BROADCAST DISTRIBUTION METHODSITE LOCATIONS

1. Reception Treatment Center (RTC)

3218 West Van Dorn Lincoln, NE 68522 Number of Drops: 64

a. Lincoln Correctional Center (LCC)

3216 West Van Dorn Lincoln, NE 68522 Number of Drops: 360

#### b. Diagnostic Evaluation Center (DEC)

3220 West Van Dorn Lincoln, NE 68522 Number of Drops: 35

#### 2. Nebraska State Penitentiary (NSP)

4201 South 14<sup>th</sup> Street Lincoln, NE 68502 Number of Drops: 472

# 3. Community Correctional Center - Lincoln (CCCL)

2720 West Van Dorn Lincoln, NE 68522 Number of Drops: 532

#### 4. Nebraska Correctional Center for Women (NCCW)

107 Recharge Road York, NE 68467 Number of Drops: 115

# 5. Omaha Correctional Center (OCC)

2323 Ave J Omaha, NE 68110 Number of Drops: 801

# 6. Community Correctional Center - Omaha (CCCO)

2320 Ave J Omaha, NE 68110 Number of Drops: 49

#### 7. Tecumseh State Correctional Center (TSCI)

2725 North Highway 50 Tecumseh, NE 68450 Number of Drops: 1118

#### 8. Work Ethic Camp (WEC)

2309 US-83 McCook, NE 69001 Number of Drops: 9

# 9. Nebraska Correctional Youth Facility (NCYF) (OPTIONAL)

2610 N 20<sup>th</sup> Street East Omaha, NE 68110 Number of Drops: 82

Facilities or housing units within existing facilities may be added or removed when mutually agreed upon between Contractor and NDCS.

#### H. NDCS POINTS OF CONTACT

NDCS will provide a list of contacts after award of contract.

#### I. NDCS STATE OWNED AND PROVIDED EQUIPMENT

- 1. Satellite Dishes
- 2. Cabling
- 3. Antennas
- 4. Uninterruptable Power Supply (UPS)

#### J. PERFORM IMPLEMENTATION

- Proposals must include a project chart describing projected implementation timelines and phases by facility location.
- The transition period for installation and service should not exceed three (3) months from time of scheduling for each facility. Proposed timeframes may be considered during the evaluation process. See Attachment A.

#### K. DELIVERABLES

- Contractor must provide television programing and all equipment necessary to obtain television media content (excluding the current equipment in place and owned by NDCS) for various NDCS facilities.
- 2. Contractor will provide monthly invoices per facility.
- 3. Any requests for repairs and other services shall be completed within 48 hours of the request, or as mutually agreed upon within the contractor's Service Level Agreement (SLA)

### VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by contractors in preparing the Technical and Cost Proposal. Contractors should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

#### A. PROPOSAL SUBMISSION

#### CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

#### a. CONTRACTOR IDENTIFICATION AND INFORMATION

The contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed since first organized.

#### b. FINANCIAL STATEMENTS

The contractor should provide financial statements applicable to the firm. If publicly held, the contractor should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the contractor's financial or banking organization.

If the contractor is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The contractor must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

# c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

# d. OFFICE LOCATION

The contractor's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

#### e. RELATIONSHIPS WITH THE STATE

The contractor should describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any Party named in the contractor's proposal response has contracted with the State, the contractor should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

#### f. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

If any Party named in the contractor's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the contractor or is a Subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

#### g. CONTRACT PERFORMANCE

If the contractor or any proposed Subcontractor has had a contract terminated for default during the past five (5 years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default.

It is mandatory that the contractor submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the contractor's position on the matter. The State will evaluate the facts and will score the contractor's proposal accordingly. If no such termination for default has been experienced by the contractor in the past five (5 years, so declare.

If at any time during the past five (5) years, the contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

#### SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

The contractor should provide a summary matrix listing the contractor's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the contractor during its evaluation of the proposal.

The contractor should address the following:

- Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:
  - a) The time period of the project:
  - b) The scheduled and actual completion dates:
  - The Contractor's responsibilities;
  - For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address);
     and
  - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.
- i. SUMMARY OF CONTRACTOR'S PROPOSED PERSONNEL/MANAGEMENT APPROACH The contractor should present a detailed description of its proposed approach to the management of the project.

The contractor should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the

team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The contractor should provide resumes for all personnel proposed by the contractor to work on the project. The State will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

# j. SUBCONTRACTORS

If the contractor intends to Subcontract any part of its performance hereunder, the contractor should provide:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

# 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 Cor	ntact Information
Contractor Name:	Star Connection dba lodgeVision
Contractor Address:	s2634 County Road BD ste1 Baraboo WI 5393
Contact Person & Title:	Chad Stampe
E-mail Address:	mgmt@lodgeVision.com
Telephone Number (Office):	608-665-1909
Telephone Number (Cellular):	
Fax Number:	608-234-4302

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	e Contact Information	- No. 2 - 12   Day 12 - 12
Contractor Name:	Justin Geitner	
Contractor Address:	s2634 County Road BD ste1 Baraboo WI 53913	
Contact Person & Title:	National Accounts Manager	
E-mail Address:	justin@lodgeVision.com	
Telephone Number (Office):	608-665-1909	
Telephone Number (Cellular):	608-477-2424	Continuo facilia
Fax Number:	608-234-4302	

# Form B Notification of Intent to Attend Pre-Proposal Conference Request for Proposal Number 111549 03

Contractor Name:	Str Connection dba lodgeVision	
Contractor Address:	s2634 County Road BD ste1 Baraboo WI 53913	
Contact Person:	Justin Geitner	
E-mail Address:	justin@lodgeVision.com	
Telephone Number:	608-665-1909	
Fax Number:	608-234-4302	
Number of Attendees:	1	

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

# REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

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.
NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.
I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.
I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

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

FIRM:	Star Connection LLC dba lodgeVision
COMPLETE ADDRESS:	s2634 County Road BD ste1 BAraboo WI 53913
TELEPHONE NUMBER:	608-665-1909
FAX NUMBER:	608-234-4302
DATE:	6.10.2022
SIGNATURE:	Chod Stronger
TYPED NAME & TITLE OF SIGNER:	Chad Strampe, CEO

# Project Description and Scope of Work

(RFP 111549 O3, Company: lodgeVision for TV Programming)

#### • CONTRACTOR IDENTIFICATION AND INFORMATION

Star Connection (dba. lodgeVision) - S2634 Cty Rd BD (STE 1) Baraboo, WI 53913

#### • FINANCIAL STATEMENTS

We've been in business for 25 years. First opened the doors on April 1st 1996. Total Employee
base is currently at 13. We currently have over 300 commercial customers we support. We
specialize in Bulk TV Distribution and Signal Leveling. Experienced in Coax & IP TV Programming
Distribution along with sending the signal over Fiber for longer distances. (Awarded Dish Networks
#1 commercial company in 2018 & 2019). Bank Reference:

#### OFFICE LOCATION

 Our technicians will stay at Hotels close to the jobsite and work out of their vans during the installation of each location. We usually find a hotel within 20 mins from the jobsite.

#### CHANGE OF OWNERSHIP

- No Such Changes are being made
- RELATIONSHIPS WITH THE STATE
  - No Such Contracts Exist
- CONTRACTOR'S EMPLOYEE RELATIONS TO STATE
  - No Such Relationship Exists or has existed
- CONTRACT PERFORMANCE
  - No such termination for default has been experienced by lodgeVision in the past five years
- SUMMARY OF CONTRACTORS CORPORATE EXPERIENCE (all work was preformed by lodgeVision).
  - i. Monmouth Correctional Institution 1 Waterworks Rd, Freehold NJ 07728
    - This installation shows our capabilities to complete a prison/jail within 2-days. No cable boxes or converter boxes were used at any of the TVs. Completed in two days: July 16 2020 (They renewed with us 3 times so far) Contact: Andrew Quinn (1st Officer) aquinn@mcsonj.org (732-431-7860)

# ii. Unity Point Health - (All 13 of their main Hospitals in WI, IL, IA)

• This shows our ability to do multiple locations within a scheduled time. lodgeVision contracted with Unity Point Health back in 2018. We had to complete all 13 locations within 8-months. This was not a problem at all. Work was completed ahead of schedule. lodgeVision is currently working with them to implement more property channels to display their own content on a specific channel. We are a 5-Star Rated Provider for them. They have a total of 3200 TVs we take care of. Contact: Lisa Campbell (Operations Director) lisa.campbell@unitypoint.org (515-971-7645)

# iii. Drury Hotels - (We are their BEST & MOST Reliable TV Provider across the US)

This shows our ability to do multiple locations for a large organization. So far we have installed & supported 25 of their hotels in 12 different states. We are scheduled to complete the new Drury Disney location this year. Total TV Count: 3495 Contact: Brendon Kooyer (Electronics & Procurement Manager) brendon.kooyer@disupplyllc.com (573-510-1792)

#### SUMMARY OF CONTRACTOR'S PROPOSED PERSONNEL MANAGEMENT APPROACH

- We have listed a detailed timeline of our installation for each of the buildings. (see timeline for more details) The lodgeVision team also scheduled in extra time between the jobs incase we needed to make any adjustments to help accommodate your needs. Each location will take no more than 3 days to complete. During most of that time, you will not be without TV Service. For each location, our team will start by building the Satellite Equipment & OTA antenna before connecting it to the Smartbox (headend equipment). Once that is all in place and tested, we can then cut the facility over with your staffs help by having them scan TVs.
- lodgeVision Professionals:
  - i. Justin Geitner: Account Manager (608-477-2424) justin@lodgevision.com
    - Resume See my LinkedIn Account for past work history & customer reviews: https://www.linkedin.com/in/justin-geitner-54a02565/
  - ii. Sam Mobley: Lead Engineer (608-475-9684) sam@lodgevision.com

- Resume See Sam's LinkedIn Account for past work history & customer reviews: <a href="https://www.linkedin.com/in/sam-mobley-b6131210/">https://www.linkedin.com/in/sam-mobley-b6131210/</a>
  iii. Ty Albers: Lead Technician - (608-566-4633) <a href="ty@lodgevision.com">ty@lodgevision.com</a>
- - No Resume for Ty
- iv. lodgeVision Support: (608-665-1909) support@lodgevision.com
  - No Resume for our support team

# **SUBCONTRACTORS**

No Subcontractors will be used during our installation. If this changes, we will let you know in writing. f

# Installation Timeline for the NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES

Week of Aug 1, 2022

Community Correctional Center Lincoln - CCCL (532 drops)

Location: 2720 W Van Dorn St, Lincoln, NE 68522, USA

Nebraska Correctional Center for Women - NCCW (115 drops)

Location: 1107 Recharge Rd, York, NE 68467, USA

Week of Aug 8, 2022

Lincoln Correctional Center - LCC (360 drops)

Location: 3216 W Van Dorn St, Lincoln, NE 68522, USA

Diagnostic and Evaluation Center - DEC (35 drops)

Location: 3220 W Van Dorn St, Lincoln, NE 68522, USA

Week of Aug 22, 2022

Omaha Correctional Center - OCC (801 drops)

Location: 2323 Ave J, Omaha, NE 68110, USA

Community Correctional Center - Omaha - CCCO (49 drops)

Location: 2320 Avenue J. Omaha, NE 68110, USA

Week of Aug 29, 2022

Nebraska Correctional Youth Facility - NCYF (82 drops)

Location: 2610 N 20th St E, Omaha, NE 68110, USA

NDCS Tecumseh State Correctional Institution (TSCI) Tecumseh, NE (1118 drops)

Location:2725 NE-50, Tecumseh, NE 68450, USA

Week of Sep 12, 2022

NDCS Nebraska State Penitentiary Lincoln, NE (472 rooms)

Location:4201 S 14th St, Lincoln, NE 68502, USA

NDCS Reception Treatment Center Lincoln, NE (42 rooms)

Location:3218 W Van Dorn St, Lincoln, NE 68522, USA