

121007 Z6: NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES MEDIUM-VOLTAGE TRANSFORMERS

ORIGINAL BUILDING SITE EQUIPMENT TERMS AND CONDITIONS

Neb. Rev. Stat. § 73-813.02 (I)

The State of Nebraska (STATE), Department of Correctional Services (NDCS, AGENCY or STATE), is issuing this **ORIGINAL BUILDING SITE EQUIPMENT INVITATION TO BID** for the purchase of **Two (2) Medium-Voltage Transformers, including Delivery** to 9440 North 70th, Street, Lincoln, NE 68507. **Receipt of equipment and installation will be completed under a separate contract.**

(IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04 State contracts, including purchase orders resulting from bid, in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. This contract will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.)

A supplier awarded a contract and purchase order(s) from this Invitation to Bid (i.e., **AWARDED SUPPLIER**) 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 and other documents.

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, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response 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 solicitation response, awards, and other documents.

GENERAL INFORMATION

The contract package shall consist of the fully executed Original Building Site Equipment Terms and Conditions, the Service Transformer Procurement Package, Deliverables, and contract and resulting Purchase Order(s).

Contract and Purchase Order(s) shall be issued to the Awarded Supplier after review and acceptance of the Invitation to Bid. Purchase Order(s) shall be released in accordance with section IV.E. Payment Schedule.

SUBMISSION OF SOLICITATION RESPONSES

ShareFile Link to upload bid responses/proposals for Medium-Voltage Transformers:

<https://nebraska.sharefile.com/r-rfc45e5f865404f59bd14b15d4227fb29>

The ShareFile site will require the person uploading to enter a name and email address.

The State is only accepting electronic responses submitted in accordance with this solicitation. The State will not accept bids by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire solicitation response 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.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>

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

The ShareFile link for uploading Solicitation Response(s) is provided above within Submission of Solicitation Responses.

***** DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD*****

1. Bidders must submit responses via ShareFile using the solicitation submission link.

Note: Not all browsers are compatible with ShareFile. Currently Chrome, Edge and Firefox are compatible. After the bidder clicks the solicitation 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.

a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.

i. If duplicated responses are submitted, the State will retain only the most recently submitted response.

ii. If it is the bidder's intent to submit multiple responses, 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 responses will be accepted.

b. ELECTRONIC SOLICITATION RESPONSE FILE NAMES

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

i. Medium-Voltage Transformers, including Delivery, Company Name

If multiple files are submitted for one solicitation response, add number of files to file names:

Medium-Voltage Transformers, including Delivery Company Name File 1 of 2.

Medium-Voltage Transformers, including Delivery Company Name File 2 of 2.

ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:

Medium-Voltage Transformers, including Delivery Company Name Response 1 File 1 of 2.

The bid package must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

By signing this Invitation to Bid Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

ITB Number: Medium-Voltage Transformers, including Delivery
 Name: Kate Severin, NDCS Materiel Administrator on behalf of NDCS Engineering
 Agency: NE Department of Correctional Services
 Address: 801 West Prospector Place, Building #1
 PO Box 94661
 Lincoln, NE 68509-4661
 Telephone: 402-479-5717
 E-Mail: dcs.purchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the Vendor 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. bidders 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:

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

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

SCHEDULE OF EVENTS:

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

NOTE: All links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

SCHEDULE OF EVENTS		DATE/TIME
1	Release Medium-Voltage Transformers, Invitation to Bid	January 13, 2025
2	Last day to submit written questions. Send questions to: dcs.purchasing@nebraska.gov	January 23, 2025, by close of business
3	State responds to written questions through Request for Information "Addendum" and/or "Amendment" to be posted to the internet at: http://das.nebraska.gov/materiel/purchasing.html	January 30, 2025

4	<p>Medium-Voltage Transformer Package opening will be via WebEx:</p> <p>Join from the meeting link https://sonvideo.webex.com/sonvideo/j.php?MTID=m2b624cbde57e614c927de0f52dc1eb4d</p> <p>Join by meeting number Meeting number (access code): 2494 322 4658 Meeting password: 5dBdmu82JSM</p> <p>Tap to join from a mobile device (attendees only) +1-408-418-9388,,24943224658## United States Toll</p> <p>Join by phone +1-408-418-9388 United States Toll Global call-in numbers</p> <p>Join from a video system or application Dial 24943224658@sonvideo.webex.com You can also dial 173.243.2.68 and enter your meeting number.</p>	<p>February 19 2025 2:00 PM Central Time</p>
5	<p>Evaluation of bids received</p>	<p>Beginning February 19, 2025</p>
6	<p>Post Intent to Award</p>	<p>No later than March 3, 2025</p>
7	<p>Awarded Supplier to provide compliant Certificate of Insurance (COI)</p>	<p>No later than March 13, 2025</p>

I. PRICES, FUNDING, PAYMENT and INSURANCE

A. PRICES

Prices shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named 9440 North 70th, Street, Lincoln, NE. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions listed shall remain fixed and valid through delivery of the two (2) Transformer units.

B. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

C. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability.

Any property tax payable on the AWARDED SUPPLIER'S equipment which may be installed in a state-owned facility is the responsibility of the AWARDED SUPPLIER.

D. INVOICES

Invoices for payments must be submitted by AWARDED SUPPLIER to the Nebraska Department of Correctional Services (NDCS) with sufficient detail to support payment.

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

Accounts Payable Contact: (402) 479-5715
Invoices may be emailed to: DCS.AccountsPayable@nebraska.gov

The terms and conditions included in the AWARDED SUPPLIER'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.

E. RETAINAGE

The State will withhold five percent (5%) of the final payment for the Substantial Completion Milestone due as retainage. The entire withheld retainage amount will be payable upon successful completion and receipt of all documentation. At the Substantial Completion Milestone, the AWARDED SUPPLIER will invoice the State for any outstanding work, less the five percent (5%) retainage. Upon provision of the documentation, the Awarded Supplier will invoice the retainage amount. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Vendor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted, and the State will release the final payment and retainage in accordance with the contract payment terms.

F. PAYMENT and LATE PAYMENT (Statutory)

State will render payment to AWARDED SUPPLIER when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the AWARDED SUPPLIER as solely determined by the State. The State may require the AWARDED SUPPLIER to accept payment by electronic means such as Automated Clearing House (ACH) deposit. In no event shall the State be responsible or liable to pay for any services provided by the AWARDED SUPPLIER prior to the Effective Date of the contract, and the AWARDED SUPPLIER hereby waives any claim or cause of action for any such services.

The AWARDED SUPPLIER may charge NDCS (or the responsible agency, if other than NDCS) interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

Pursuant to this act, NDCS is required to submit payment to AWARDED SUPPLIER no later than 45 days after service is rendered or receipt of invoice.

G. RIGHT TO AUDIT (First Paragraph is Statutory) The State's right to audit is based on §84-305. The State's right to audit is based on §84-305 and the constitutional office of the State Auditor. Upon the commencement of an audit initiated by the State Auditor, or if the Agency has need to ensure the performance of a specific AWARDED SUPPLIER, the STATE has the right to:

1. Audit the AWARDED SUPPLIER'S performance of this contract upon a 30 days' written notice.
2. AWARDED SUPPLIER 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.
3. The State may audit and the AWARDED SUPPLIER 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.
4. The AWARDED SUPPLIER shall make the Information available to the State at AWARDED SUPPLIER'S place of business or a location acceptable to both Parties during normal business hours.
5. If this is not practical or the AWARDED SUPPLIER so elects, the AWARDED SUPPLIER may provide electronic or paper copies of the Information.
6. 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 AWARDED SUPPLIER be required to create or maintain documents not kept in the ordinary course of AWARDED SUPPLIER'S business operations, nor will AWARDED SUPPLIER be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to AWARDED SUPPLIER.
7. The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the AWARDED SUPPLIER, the AWARDED SUPPLIER shall reimburse the State for the total costs of the audit.
8. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The AWARDED SUPPLIER agrees to correct any material weaknesses or condition found as a result of the audit.

H. INSURANCE REQUIREMENTS

The AWARDED SUPPLIER 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 AWARDED SUPPLIER shall not commence work on the contract until the insurance is in place. If AWARDED SUPPLIER subcontracts any portion of the Contract the AWARDED SUPPLIER must, throughout the term of the contract, either:

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

The AWARDED SUPPLIER 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 AWARDED SUPPLIER to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the AWARDED SUPPLIER 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 two (2) years of termination or expiration of the contract, the AWARDED SUPPLIER 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 (two) (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the AWARDED SUPPLIER elects to increase the mandatory deductible amount, the AWARDED SUPPLIER 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 AWARDED SUPPLIER 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 AWARDED SUPPLIER shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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

The AWARDED SUPPLIER shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect AWARDED SUPPLIER 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 AWARDED SUPPLIER 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.

AWARDED SUPPLIER GENERAL LIABILITY	
General Aggregate	\$2,000,000
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
AUTOMOBILE LIABILITY	
The AWARDED SUPPLIER will maintain all applicable statutory coverage required in the State of Nebraska and will provide proof of such upon written request.	
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate

3. **EVIDENCE OF COVERAGE**

The AWARDED SUPPLIER shall furnish the NDCS Contract Manager with a certificate of insurance coverage complying with the above requirements prior to beginning work. Certificate of insurance coverage is sent to the NDCS Procurement Contact and/or to dcs.purchasing@nebraska.gov.

These certificates or the cover sheet shall reference the Contract number. 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 AWARDED SUPPLIER

to maintain such insurance, then the AWARDED SUPPLIER shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to dcspurchasing@nebraska.gov 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 AWARDED SUPPLIER.

II. TERMS AND CONDITIONS

By signing the Invitation to Bid, AWARDED SUPPLIER is agreeing to be legally bound by all the terms and conditions.

A. GENERAL

The contract package shall incorporate the following documents:

1. The executed Invitation to Bid and Addendum to Bid, if applicable; and,
2. Amendments/Addendums to the Contract and/or Invitation to Bid or Change Order(s) to released Purchase Order(s).

These documents constitute the entirety of the contract package.

Unless otherwise specifically stated in a future amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with (a) receiving preference over all other documents and with each subsequent lettered document having preference over any later subsequent lettered: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) executed Contract and any attached Addenda.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State shall always control over any terms and conditions or agreements submitted or included by the AWARDED SUPPLIER.

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. GOVERNING LAW (Nonnegotiable)

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.

C. ETHICS IN PUBLIC CONTRACTING

NDCS reserves the right to withdraw an award, or terminate a contract if an ethical violation has been committed, which includes, but not limited to:

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

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

AWARDED SUPPLIER shall have an affirmative duty to report any violations of this clause by the AWARDED SUPPLIER throughout the term of the contract for the AWARDED SUPPLIER and their subcontractors.

D. BEGINNING OF WORK & SUSPENSION OF SERVICES

AWARDED SUPPLIER shall not commence any billable work until a valid contract has been fully executed by both Parties to the contract.

The State may, at any time and without advance notice, require the AWARDED SUPPLIER to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the AWARDED SUPPLIER shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the AWARDED SUPPLIER with written notice that such performance or deliverables may resume, in whole or in part.

E. AMENDMENT

Once awarded, Purchase Order(s) may be amended, within scope, only upon written agreement of both parties.

F. CHANGE ORDERS OR SUBSTITUTIONS

The State and the AWARDED SUPPLIER, upon written agreement, may make changes to the contract within the general scope of the contract. 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 AWARDED SUPPLIER may not claim forfeiture or breach of the contract by reasons of such changes.

The AWARDED SUPPLIER 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 AWARDED SUPPLIER 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 AWARDED SUPPLIER's proposal, were foreseeable, or result from difficulties with or failure of the AWARDED SUPPLIER's proposal or performance.

No change shall be implemented by the AWARDED SUPPLIER 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.

*****AWARDED SUPPLIER shall not substitute any item that has been awarded without prior written approval of NDCS*****

G. NOTICE OF POTENTIAL AWARDED SUPPLIER BREACH

If AWARDED SUPPLIER breaches the contract or anticipates breaching the contract, the AWARDED SUPPLIER 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.

H. BREACH

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 email to the AWARDED SUPPLIER's point of contact with acknowledgement from the AWARDED SUPPLIER, 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 AWARDED SUPPLIER, the State may contract the service from other sources and hold the AWARDED SUPPLIER responsible for any excess cost occasioned thereby.

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

I. NON-WAIVER OF BREACH

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.

J. SEVERABILITY

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.

K. INDEMNIFICATION

1. GENERAL

The AWARDED SUPPLIER 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 AWARDED SUPPLIER, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such AWARDED SUPPLIER liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. PERSONNEL

The AWARDED SUPPLIER 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 AWARDED SUPPLIER.

3. 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, AWARDED SUPPLIER 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.

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.

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

L. ATTORNEY'S FEES

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

M. CONFIDENTIALITY

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.

N. EARLY TERMINATION

The Contract may be terminated as follows:

1. The State and the AWARDED SUPPLIER, by mutual written agreement, may terminate the contract, in whole or in part at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part for any reason upon thirty (30) calendar day's written notice to the AWARDED SUPPLIER. Such termination shall not relieve the AWARDED SUPPLIER of warranty or other service obligations incurred under the terms of the contract. In the event of termination the AWARDED SUPPLIER 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, in whole or in part immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. AWARDED SUPPLIER has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the AWARDED SUPPLIER or of any substantial part of the AWARDED SUPPLIER'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 AWARDED SUPPLIER, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the AWARDED SUPPLIER 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 AWARDED SUPPLIER has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the AWARDED SUPPLIER has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the AWARDED SUPPLIER under any of the chapters of Title 11 of the United States Code,
 - g. AWARDED SUPPLIER intentionally discloses confidential information,
 - h. AWARDED SUPPLIER has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

III. CONTRACTOR/AWARDED SUPPLIER DUTIES

A. INDEPENDENT CONTRACTOR/AWARDED SUPPLIER / OBLIGATIONS

It is agreed that the CONTRACTOR/AWARDED SUPPLIER 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 AWARDED SUPPLIER is solely responsible for fulfilling the contract. The AWARDED SUPPLIER or the AWARDED SUPPLIER'S representative shall be the sole point of contact regarding all contractual matters.

B. PERMITS, REGULATIONS, LAWS

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 AWARDED SUPPLIER shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The AWARDED SUPPLIER must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

C. DRUG POLICY

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

D. CERTIFICATES and COMPLIANCE

AWARDED SUPPLIER commits to maintaining all required insurance and up-to-date licensure and will provide proof of such upon written request by NDCS.

The AWARDED SUPPLIER shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment.

IV. SCOPE OF WORK

Provide, deliver, and verification of installation of two (2) Medium Voltage Transformers as described within Medium-Voltage Transformer Procurement Package, Attachment A.

A. NDCS REQUIREMENTS

1. Entities submitting a response to this Invitation to Bid must describe any deviations from specifications provided in the Service Transformer Procurement Package in the table section below:

Medium-Voltage Transformer Procurement Package Part Number, Attachment A	YES (Full Acceptance of the Medium-Voltage Transformer Procurement Package Part Number)	NO (Deviation from Medium-Voltage Transformer Procurement Package Number; must provide explanation of the deviation or alternative proposed)
1.1.A - D		
1.2, A-D		
1.3, A		
1.4, A-C		
1.5, A-C		
2.1, A, 1-6		
2.2.A		
2.2.B		
2.2.C		
2.2.D		
2.2.E		
2.2.F.1		
2.2.G.1		
2.2.H.1		
2.2.H.2		
2.2.H.3		
2.2.H.4		
2.2.H.5		
2.2.H.6		
2.2.H.7		
2.2.I		
2.2.J, 1-4		

2.2.K, 1-6		
2.3. A		
3.1. A		
3.1. B		
3.2. A		
3.3, A-B		
3.4. A.1		
3.4. A.2		
3.4. A.3		
3.4. A.4		
Area for Additional Bidder Notes:		

B. NDCS CONTACTS

1. Josh Andrew, NDCS Engineering
Josh.andrew@nebraska.gov
2. Jon Dalton, Reviewing Engineer, Davis Design
jon.dalton@davisdesign.com
3. DCS Accounts Payable
dcs.accountspayable@nebraska.gov
402-479-5715
4. Kate Severin, NDCS Procurement
Kate.severin@nebraska.gov

C. DELIVERABLES and DELIVERABLE SCHEDULE/PAYMENT SCHEDULE

DATE in DAYS ARO (Respondent to complete; dates should be estimated and achievable)	DELIVERABLE	BILLING ASSOCIATED WITH DELIVERABLE	% OF TOTAL COST BID
	1. Approval by NDCS of Shop Drawings		
	2. Delivery of Units		
	3. Substantial Completion		
	4. Verification of Installation of Units		
	5. Voltage Recording Test		
	6. Monitoring Report Provided Final Release of Retainage after receipt of Monitoring Report (See RETAINAGE)		

D. COST PROPOSAL

Bidder: Enter Total Cost Below *Total Cost must match the total sum of C, 1-3, above	Medium-Voltage Transformers
	Manufacture, delivery, and verification of installation, quantity of two (2) complete units as specified within

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

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 Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. “Nebraska Vendor” 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. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

_____ 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.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	
ADDRESS:	
PHONE:	
EMAIL:	
BIDDER NAME & TITLE:	

SIGNATURE:	
DATE:	

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	

V. NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES SUPPLEMENTAL CONTRACT INFORMATION

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

Please complete the questions below. Responding “yes” to any question will not disqualify you from consideration but may necessitate a follow-up information request.

Company Name: _____

PO Box Address: _____

Physical Address: _____

City/State/Zip: _____

Phone Number: _____

Name/Title of Contact: _____

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services?		
	If yes, who? _____		
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS?		
	If yes, who, how long, and in what capacity? _____		
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company?		
	If yes, who and what position? _____		

4.	<p>Incorporated companies, please provide the following information:</p> <p>Name of Corporate Entity: _____</p> <p>Principle Office Address: _____</p> <p>Registered Agent and Office Address: _____</p>
5.	<p>Non-Incorporated Companies please provide the following information:</p> <p>Owner: _____</p>

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

Name/Title

SECTION 261200 - MEDIUM-VOLTAGE TRANSFORMERS, Attachment A

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following types of transformers with medium-voltage primaries:
 - 1. Pad Mounted, liquid-filled 3000kVA, 12,470Y/7,200 primary, 480/277V secondary, distribution transformers.
- B. Two transformers shall be delivered to the construction site by the manufacturer.
- C. An electrical contractor shall receive the delivered transformers (i.e. take off the delivery trailer), construct the required concrete base, place the transformers, make all necessary conductor connections as shown on the one-line diagram, and coordinate the approval of the installation with the providing manufacturer.
- D. The supplying manufacturer shall confirm the installation, perform all standard installation testing to confirm that the transformers have been installed and connected properly and may be energized.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type and size of transformer indicated.
- B. Shop Drawings: Indicate electrical characteristics and connection requirements, outline dimensions, connections and support points, weight, specified ratings and materials. Identity mounting conditions required for equipment seismic qualification.
- C. Test reports: Indicate procedures and results or specified factory and field testing and inspection.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with IEEE C2 and NFPA 70, NEMA TR 1-1993 (R2000), NEMA 260-1996, and 10 CFR Part 431 – DOE Energy Conservation Program.

- C. Comply with IEEE C57.12.00, IEEE C57.12.28, IEEE C57.12.34, and IEEE C57.12.90.

1.5 REFERENCE STANDARDS

- A. IEEE C57.12.00 – IEEE Standard for General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
- B. IEEE C57.12.90 – IEEE Standard Test Code for Liquid-Immersed Distribution and Power Transformers.
- C. NETAATS – Standard For Acceptance Testing Specifications for Electrical Power Equipment and Systems.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1. ABB Control, Inc.
- 1-2. Cooper Industries; Cooper Power Systems Division – Eaton Distribution Transformers.
- 2-3. Pioneer Transformers Ltd.
- 3-4. Siemens Energy & Automation, Inc.
- 4-5. Square D/Groupe Schneider NA.
- 5-6. Virginia Transformer Corp.

2.2 PAD-MOUNTED, LIQUID-FILLED TRANSFORMERS

- A. Description: Comply with ANSI C57.12.13, IEEE C57.12.00, IEEE C57.12.22, and IEEE C57.12.26 for pad-mounted, 2-winding transformers. Stainless-steel tank base, cabinet, and sills.
- B. Insulating Liquid: Less flammable, edible-seed-oil based, and listed by a NRTL acceptable to authority having jurisdiction as complying with NFPA 70 requirements for fire point of not less than 300 deg C when tested according to ASTM D 92. Liquid shall be biodegradable and nontoxic.
- C. Insulation Temperature Rise: 55 deg C when operated at rated kVA output in a 40 deg C ambient temperature.
- D. Basic Impulse Level: 95 kV - primary voltage; 30 kV – secondary voltage.
- E. Full-Capacity Voltage Taps: Four, 2.5 percent taps, 2 above and 2 below rated high voltage; with externally operable, de-energized, tap changer; position indicator; and padlock hasp.

- F. Primary Fuses: 150-kV fuse assembly with fuses complying with IEEE C37.47. Rating of current-limiting fuses shall be 50-kA RMS at specified system voltage.
1. Bay-O-Net liquid-immersed fuses in series with liquid-immersed current-limiting fuses. Bay-O-Net fuses shall be externally replaceable without opening transformer tank.
- G. Construction:
1. The core and coil shall be vacuum processed to ensure maximum penetration of insulating fluid into the coil insulation system. While under vacuum, the windings will be energized to heat the coils and drive out moisture, and the transformer will be filled with preheated filtered degassed insulating fluid. The core shall be manufactured from burr-free, grain-oriented silicon steel and shall be precisely stacked to eliminate gaps in the corner joints OR low-loss amorphous metal OR optimal core material based upon specified loading and/or evaluation formula. The coil shall be insulated with B-stage, epoxy coated, diamond pattern, insulating paper, which shall be thermally cured under pressure to ensure proper bonding of conductor and paper. Coils shall be either aluminum or copper (eliminate a metal if one is required over the other).
- H. Tank and Cabinet Enclosure:
1. The high-voltage and low-voltage compartments, separated by a metal barrier, shall be located side-by-side on one side of the transformer tank. When viewed from the front, the low-voltage compartment shall be on the right. Each compartment shall have a door that is constructed so as to provide access to the high-voltage compartment only after the door to the low-voltage compartment has been opened. There shall be one or more additional fastening devices that must be removed before the high-voltage door can be opened. Where the low-voltage compartment door is of a flat panel design, the compartment door shall have three-point latching with a handle provided for a locking device. Hinge pins and associated barrels shall be constructed of corrosion-resistant material, passivated ANSI® Type 304 or the equivalent.
 2. A recessed, captive, penta-head or hex-head bolt that meets the dimensions per IEEE Std C57.12.28™-2014 standard shall secure all access doors.
 3. The compartment depth shall be in accordance with IEEE Std C57.12.34™-2009 standard, unless additional depth is specified.
 4. The tank base must be designed to allow skidding or rolling in any direction. Lifting provisions shall consist of four lifting lugs welded to the tank.
 5. The tank shall be constructed to withstand 7 psi without permanent deformation, and 15 psi without rupture. The tank shall include a 15 psig pressure relief valve with a flow rate of minimum 35 SCFM.
 6. The exterior of the unit shall be painted Munsell 7GY3.29/1.5 green (STD), ANSI® 70 gray, or ANSI® 61 gray in color. If a special paint color is specified, a federal spec number or paint chip must be provided at the time of order. The cabinet interior and front plate shall be painted gray for ease of viewing the inside compartment.

7. The tank shall be complete with an anodized aluminum laser engraved nameplate. This nameplate shall meet Nameplate B per IEEE Std C57.12.00™-2010 standard.
- I. Surge Arresters: Distribution class, one for each primary phase; complying with IEEE C62.11 and NEMA LA 1. Transformers shall have three arresters for radial-feed circuits.
- J. High-Voltage Terminations and Equipment: Dead front with universal-type bushing wells for dead-front bushing-well inserts, complying with IEEE 386 and including the following:
 1. Bushing-Well Inserts: One for each high-voltage bushing well.
 2. Surge Arresters: Dead-front, elbow-type, metal-oxide-varistor units.
 3. Parking Stands: One for each high-voltage bushing well.
 4. Portable Insulated Bushings: Arranged for parking insulated, high-voltage, load-break cable terminators; one for each primary feeder conductor terminating at transformer.
- K. Accessories:
 1. Drain Valve: 1 inch, with sampling device.
 2. Dial-type thermometer.
 3. Liquid-level gage.
 4. Pressure-vacuum gage.
 5. Pressure Relief Device: Self-sealing with an indicator.
 6. Mounting provisions for low-voltage current transformers.
 7. Alarm contacts for gages and thermometer listed above.

2.3 IDENTIFICATION DEVICES

- A. Nameplates: Engraved, laminated-plastic or metal nameplate for each transformer, mounted with corrosion-resistant screws.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation will be completed by an electrical contractor based on the following: anchor transformers on concrete bases according to the manufacturer's written instructions.
 1. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Section 033000 "Cast-in-Place Concrete."
- B. Maintain minimum clearances according to manufacturer's written instructions and NFPA 70.

3.2 IDENTIFICATION

- A. Identify components and provide warning signs as specified in Section 260553 "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

- A. The providing manufacturer shall perform electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.2. Certify compliance with test parameters.
- B. Test and adjust controls and safeties.

3.4 FOLLOW-UP SERVICE

- A. The providing manufacturer shall provide, or hire the installing electrical contractor to provide Voltage Monitoring and Adjusting: Perform the following voltage monitoring after Substantial Completion but not more than six months after Final Acceptance:
 - 1. During a period of normal load cycles, perform seven days of continuous three-phase voltage recording at secondary terminals of each transformer. Voltage unbalance greater than 1 percent between phases, or deviation of any phase voltage from nominal value by more than plus or minus 5 percent during test period, is unacceptable.
 - 2. Corrective Actions: If test results are unacceptable, perform the following corrective actions, as appropriate:
 - a. Adjust transformer taps.
 - b. Prepare written request for voltage adjustment by electric utility.
 - 3. Retests: After corrective actions have been performed, repeat monitoring until satisfactory results are obtained.
 - 4. Report: Prepare written report covering monitoring and corrective actions performed.

END OF SECTION 261200