

STATE OF NEBRASKA CONTRACT AWARD

PAGE 1 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	
VENDOR ADDRESS: SYSTEM TECHNOLOGY SERVICES INC PO BOX 6503 LINCOLN NE 68506-6503	

CONTRACT NUMBER**115008 04**

BUYER: Christie Kelly
 PHONE: 402-479-5747
 FAX: 402-479-5663
 EMAIL: christina.kelly@nebraska.gov

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE PERSONAL PROPERTY AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JANUARY 01, 2026 THROUGH DECEMBER 31, 2028

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE PERSONAL PROPERTY AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 122975 O3

Contract to supply and provide CLOSED CIRCUIT TELEVISION (CCTV) SITE SUPPORT AND SERVICE AT NDCS FACILITIES for the contract period of January 1, 2026, through December 31, 2028. The contract may be renewed for Two (2) additional One (1) year periods when mutually agreeable to the vendor and the State of Nebraska Department of Correctional Services.

Vendor Contact: Joseph Butler
 Phone: 531-229-3673
 Email: Joe@STSmall.biz

Vendor Contact: Peter Heath/President
 Phone: 402-610-0474
 Email: Pheath@STSmall.biz

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

Invoices E-mailed To: DCS.AccountsPayable@nebraska.gov
 Accounts Payable Contact (402) 479-5715

(12/22/25 clk)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CCCL CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 1 - 01/01/2026 THRU 12/31/2026	12.0000	MO	310.0000	3,720.00
2	CO CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 1 - 01/01/2026 THRU 12/31/2026	12.0000	MO	310.0000	3,720.00

DocuSigned by:

Christie Kelly

12/23/2025

971C78D9BB634D00

DocuSigned by:

Kate Severin

AGENCY SIGNATURE

R43500|NISK0001|NISK0001 20210628

12/23/2025

1445D3D15501428

STATE OF NEBRASKA CONTRACT AWARD

PAGE 2 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	NSP CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 1 - 01/01/2026 THRU 12/31/2026	12.0000	MO	310.0000	3,720.00
4	RTC CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 1 - 01/01/2026 THRU 12/31/2026	12.0000	MO	310.0000	3,720.00
5	CCCO CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 1 - 01/01/2026 THRU 12/31/2026	12.0000	MO	310.0000	3,720.00
6	NCYF CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 1 - 01/01/2026 THRU 12/31/2026	12.0000	MO	310.0000	3,720.00
7	OCC CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 1 - 01/01/2026 THRU 12/31/2026	12.0000	MO	310.0000	3,720.00
8	TSCI CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 1 - 01/01/2026 THRU 12/31/2026	12.0000	MO	310.0000	3,720.00
9	NCCW CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 1 - 01/01/2026 THRU 12/31/2026	12.0000	MO	310.0000	3,720.00
10	WEC DETENTION FACILITY CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 1 - 01/01/2026 THRU 12/31/2026	12.0000	MO	720.0000	8,640.00
11	LINCOLN FACILITIES SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 1 - 01/01/2026 THRU 12/31/2026	1.0000	HR	155.0000	155.00
12	LINCOLN FACILITIES SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 1 - 01/01/2026 THRU 12/31/2026	1.0000	HR	310.0000	310.00
13	OMAHA FACILITIES SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 1 - 01/01/2026 THRU 12/31/2026	1.0000	HR	255.0000	255.00

DS
OK
INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 3 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
14	OMAHA FACILITIES SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 1 - 01/01/2026 THRU 12/31/2026	1.0000	HR	410.0000	410.00
15	TSCI FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 1 - 01/01/2026 THRU 12/31/2026	1.0000	HR	255.0000	255.00
16	TSCI FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 1 - 01/01/2026 THRU 12/31/2026	1.0000	HR	410.0000	410.00
17	NCCW FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 1 - 01/01/2026 THRU 12/31/2026	1.0000	HR	255.0000	255.00
18	NCCW FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 1 - 01/01/2026 THRU 12/31/2026	1.0000	HR	410.0000	410.00
19	WEC DETENTION FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 1 - 01/01/2026 THRU 12/31/2026	1.0000	HR	450.0000	450.00
20	WEC DETENTION FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 1 - 01/01/2026 THRU 12/31/2026	1.0000	HR	605.0000	605.00
21	PANASONIC REPLACEMENT PARTS & EQUIPMENT, OR OTHER APPROVED BRANDS PER SYSTEM SITE REQUIREMENTS 5% OFF REGULAR RETAIL PRICE YEAR 1 - 01/01/2026 THRU 12/31/2026	5,000.0000	\$	1.0000	5,000.00
22	BOSCH REPLACEMENT PARTS & EQUIPMENT, OR OTHER APPROVED BRANDS PER SYSTEM SITE REQUIREMENTS 5% OFF REGULAR RETAIL PRICE	5,000.0000	\$	1.0000	5,000.00

DS
CK
INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 4 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	YEAR 1 - 01/01/2026 THRU 12/31/2026				
23	ALL REGULAR RETAIL ITEMS OFFERED 5% OFF REGULAR RETAIL PRICE YEAR 1 - 01/01/2026 THRU 12/31/2026	5,000.0000	\$	1.0000	5,000.00
24	CCCL CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 2 - 01/01/2027 THRU 12/31/2027	12.0000	MO	330.0000	3,960.00
25	CO CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 2 - 01/01/2027 THRU 12/31/2027	12.0000	MO	330.0000	3,960.00
26	NSP CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 2 - 01/01/2027 THRU 12/31/2027	12.0000	MO	330.0000	3,960.00
27	RTC CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 2 - 01/01/2027 THRU 12/31/2027	12.0000	MO	330.0000	3,960.00
28	CCCO CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 2 - 01/01/2027 THRU 12/31/2027	12.0000	MO	330.0000	3,960.00
29	NCYF CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 2 - 01/01/2027 THRU 12/31/2027	12.0000	MO	330.0000	3,960.00
30	OCC CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 2 - 01/01/2027 THRU 12/31/2027	12.0000	MO	330.0000	3,960.00
31	TSCI CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 2 - 01/01/2027 THRU 12/31/2027	12.0000	MO	330.0000	3,960.00
32	NCCW CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 2 - 01/01/2027 THRU 12/31/2027	12.0000	MO	330.0000	3,960.00
33	WEC DETENTION FACILITY CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 2 - 01/01/2027 THRU 12/31/2027	12.0000	MO	740.0000	8,880.00

DS
CK
INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 5 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
34	LINCOLN FACILITIES SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 2 - 01/01/2027 THRU 12/31/2027	1.0000	HR	165.0000	165.00
35	LINCOLN FACILITIES SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 2 - 01/01/2027 THRU 12/31/2027	1.0000	HR	247.5000	247.50
36	OMAHA FACILITIES SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 2 - 01/01/2027 THRU 12/31/2027	1.0000	HR	265.0000	265.00
37	OMAHA FACILITIES SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 2 - 01/01/2027 THRU 12/31/2027	1.0000	HR	440.0000	440.00
38	TSCI FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 2 - 01/01/2027 THRU 12/31/2027	1.0000	HR	265.0000	265.00
39	TSCI FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 2 - 01/01/2027 THRU 12/31/2027	1.0000	HR	440.0000	440.00
40	NCCW FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 2 - 01/01/2027 THRU 12/31/2027	1.0000	HR	265.0000	265.00
41	NCCW FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 2 - 01/01/2027 THRU 12/31/2027	1.0000	HR	440.0000	440.00
42	WEC DETENTION FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 2 - 01/01/2027 THRU 12/31/2027	1.0000	HR	460.0000	460.00
43	WEC DETENTION FACILITY SERVICE	1.0000	HR	625.0000	625.00

DS
OK
INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 6 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 2 - 01/01/2027 THRU 12/31/2027				
44	PANASONIC REPLACEMENT PARTS & EQUIPMENT, OR OTHER APPROVED BRANDS PER SYSTEM SITE REQUIREMENTS 5% OFF REGULAR RETAIL PRICE YEAR 2 - 01/01/2027 THRU 12/31/2027	5,000.0000	\$	1.0000	5,000.00
45	BOSCH REPLACEMENT PARTS & EQUIPMENT, OR OTHER APPROVED BRANDS PER SYSTEM SITE REQUIREMENTS 5% OFF REGULAR RETAIL PRICE YEAR 2 - 01/01/2027 THRU 12/31/2027	5,000.0000	\$	1.0000	5,000.00
46	ALL REGULAR RETAIL ITEMS OFFERED 5% OFF REGULAR RETAIL PRICE YEAR 2 - 01/01/2027 THRU 12/31/2027	5,000.0000	\$	1.0000	5,000.00
47	CCCL CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 3 - 01/01/2028 THRU 12/31/2028	12.0000	MO	350.0000	4,200.00
48	CO CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 3 - 01/01/2028 THRU 12/31/2028	12.0000	MO	350.0000	4,200.00
49	NSP CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 3 - 01/01/2028 THRU 12/31/2028	12.0000	MO	350.0000	4,200.00
50	RTC CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 3 - 01/01/2028 THRU 12/31/2028	12.0000	MO	350.0000	4,200.00
51	CCCO CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 3 - 01/01/2028 THRU 12/31/2028	12.0000	MO	350.0000	4,200.00
52	NCYF CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 3 - 01/01/2028 THRU 12/31/2028	12.0000	MO	350.0000	4,200.00
53	OCC CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 3 - 01/01/2028 THRU 12/31/2028	12.0000	MO	350.0000	4,200.00

DS
OK
INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 7 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
54	TSCI CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 3 - 01/01/2028 THRU 12/31/2028	12.0000	MO	350.0000	4,200.00
55	NCCW CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 3 - 01/01/2028 THRU 12/31/2028	12.0000	MO	350.0000	4,200.00
56	WEC DETENTION FACILITY CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS PER MONTH YEAR 3 - 01/01/2028 THRU 12/31/2028	12.0000	MO	760.0000	9,120.00
57	LINCOLN FACILITIES SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 3 - 01/01/2028 THRU 12/31/2028	1.0000	HR	175.0000	175.00
58	LINCOLN FACILITIES SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 3 - 01/01/2028 THRU 12/31/2028	1.0000	HR	262.5000	262.50
59	OMAHA FACILITIES SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 3 - 01/01/2028 THRU 12/31/2028	1.0000	HR	275.0000	275.00
60	OMAHA FACILITIES SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 3 - 01/01/2028 THRU 12/31/2028	1.0000	HR	470.0000	470.00
61	TSCI FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 3 - 01/01/2028 THRU 12/31/2028	1.0000	HR	275.0000	275.00
62	TSCI FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 3 - 01/01/2028 THRU 12/31/2028	1.0000	HR	470.0000	470.00
63	NCCW FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 3 - 01/01/2028 THRU 12/31/2028	1.0000	HR	275.0000	275.00

DS
OK
INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 8 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
64	NCCW FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 3 - 01/01/2028 THRU 12/31/2028	1.0000	HR	470.0000	470.00
65	WEC DETENTION FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 3 - 01/01/2028 THRU 12/31/2028	1.0000	HR	470.0000	470.00
66	WEC DETENTION FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 3 - 01/01/2028 THRU 12/31/2028	1.0000	HR	645.0000	645.00
67	PANASONIC REPLACEMENT PARTS & EQUIPMENT, OR OTHER APPROVED BRANDS PER SYSTEM SITE REQUIREMENTS 0% OFF REGULAR RETAIL PRICE YEAR 3 - 01/01/2028 THRU 12/31/2028	5,000.0000	\$	1.0000	5,000.00
68	BOSCH REPLACEMENT PARTS & EQUIPMENT, OR OTHER APPROVED BRANDS PER SYSTEM SITE REQUIREMENTS 0% OFF REGULAR RETAIL PRICE YEAR 3 - 01/01/2028 THRU 12/31/2028	5,000.0000	\$	1.0000	5,000.00
69	ALL REGULAR RETAIL ITEMS OFFERED 0% OFF REGULAR RETAIL PRICE YEAR 3 - 01/01/2028 THRU 12/31/2028	5,000.0000	\$	1.0000	5,000.00
70	CCCL CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 4 - 01/01/2029 THRU 12/31/2029	12.0000	MO	350.0000	4,200.00
71	CO CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 4 - 01/01/2029 THRU 12/31/2029	12.0000	MO	350.0000	4,200.00
72	NSP CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 4 - 01/01/2029 THRU 12/31/2029	12.0000	MO	350.0000	4,200.00
73	RTC CCTV SUPPORT & SERVICE	12.0000	MO	350.0000	4,200.00

DS
CK
INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 9 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	MAXIMUM 2 LABOR HOURS MONTHLY YEAR 4 - 01/01/2029 THRU 12/31/2029				
74	CCCO CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 4 - 01/01/2029 THRU 12/31/2029	12.0000	MO	350.0000	4,200.00
75	NCYF CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 4 - 01/01/2029 THRU 12/31/2029	12.0000	MO	350.0000	4,200.00
76	OCC CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 4 - 01/01/2029 THRU 12/31/2029	12.0000	MO	350.0000	4,200.00
77	TSCI CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 4 - 01/01/2029 THRU 12/31/2029	12.0000	MO	350.0000	4,200.00
78	NCCW CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 4 - 01/01/2029 THRU 12/31/2029	12.0000	MO	350.0000	4,200.00
79	WEC DETENTION FACILITY CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS PER MONTH YEAR 4 - 01/01/2029 THRU 12/31/2029	12.0000	MO	760.0000	9,120.00
80	LINCOLN FACILITIES SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 4 - 01/01/2029 THRU 12/31/2029	1.0000	HR	175.0000	175.00
81	LINCOLN FACILITIES SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 4 - 01/01/2029 THRU 12/31/2029	1.0000	HR	262.5000	262.50
82	OMAHA FACILITIES SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 4 - 01/01/2029 THRU 12/31/2029	1.0000	HR	275.0000	275.00
83	OMAHA FACILITIES SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 4 - 01/01/2029 THRU 12/31/2029	1.0000	HR	470.0000	470.00

DS
CK
INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 10 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
84	TSCI FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 4 - 01/01/2029 THRU 12/31/2029	1.0000	HR	275.0000	275.00
85	TSCI FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 4 - 01/01/2029 THRU 12/31/2029	1.0000	HR	470.0000	470.00
86	NCCW FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 4 - 01/01/2029 THRU 12/31/2029	1.0000	HR	275.0000	275.00
87	NCCW FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 4 - 01/01/2029 THRU 12/31/2029	1.0000	HR	470.0000	470.00
88	WEC DETENTION FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 4 - 01/01/2029 THRU 12/31/2029	1.0000	HR	470.0000	470.00
89	WEC DETENTION FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 4 - 01/01/2029 THRU 12/31/2029	1.0000	HR	645.0000	645.00
90	PANASONIC REPLACEMENT PARTS & EQUIPMENT, OR OTHER APPROVED BRANDS PER SYSTEM SITE REQUIREMENTS 0% OFF REGULAR RETAIL PRICE YEAR 4 - 01/01/2029 THRU 12/31/2029	5,000.0000	\$	1.0000	5,000.00
91	BOSCH REPLACEMENT PARTS & EQUIPMENT, OR OTHER APPROVED BRANDS PER SYSTEM SITE REQUIREMENTS 0% OFF REGULAR RETAIL PRICE YEAR 4 - 01/01/2029 THRU 12/31/2029	5,000.0000	\$	1.0000	5,000.00
92	ALL REGULAR RETAIL ITEMS OFFERED 0% OFF REGULAR RETAIL PRICE YEAR 4 - 01/01/2029 THRU 12/31/2029	5,000.0000	\$	1.0000	5,000.00

DS
CK
INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 11 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
93	CCCL CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 5 - 01/01/2030 THRU 12/31/2030	12.0000	MO	350.0000	4,200.00
94	CO CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 5 - 01/01/2030 THRU 12/31/2030	12.0000	MO	350.0000	4,200.00
95	NSP CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 5 - 01/01/2030 THRU 12/31/2030	12.0000	MO	350.0000	4,200.00
96	RTC CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 5 - 01/01/2030 THRU 12/31/2030	12.0000	MO	350.0000	4,200.00
97	CCCO CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 5 - 01/01/2030 THRU 12/31/2030	12.0000	MO	350.0000	4,200.00
98	NCYF CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 5 - 01/01/2030 THRU 12/31/2030	12.0000	MO	350.0000	4,200.00
99	OCC CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 5 - 01/01/2030 THRU 12/31/2030	12.0000	MO	350.0000	4,200.00
100	TSCI CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 5 - 01/01/2030 THRU 12/31/2030	12.0000	MO	350.0000	4,200.00
101	NCCW CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS MONTHLY YEAR 5 - 01/01/2030 THRU 12/31/2030	12.0000	MO	350.0000	4,200.00
102	WEC DETENTION FACILITY CCTV SUPPORT & SERVICE MAXIMUM 2 LABOR HOURS PER MONTH YEAR 5 - 01/01/2030 THRU 12/31/2030	12.0000	MO	760.0000	9,120.00
103	LINCOLN FACILITIES SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 5 - 01/01/2030 THRU 12/31/2030	1.0000	HR	175.0000	175.00
104	LINCOLN FACILITIES SERVICE	1.0000	HR	262.5000	262.50

DS
CK
INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 12 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 5 - 01/01/2030 THRU 12/31/2030				
105	OMAHA FACILITIES SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 5 - 01/01/2030 THRU 12/31/2030	1.0000	HR	275.0000	275.00
106	OMAHA FACILITIES SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 5 - 01/01/2030 THRU 12/31/2030	1.0000	HR	470.0000	470.00
107	TSCI FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 5 - 01/01/2030 THRU 12/31/2030	1.0000	HR	275.0000	275.00
108	TSCI FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 5 - 01/01/2030 THRU 12/31/2030	1.0000	HR	470.0000	470.00
109	NCCW FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 5 - 01/01/2030 THRU 12/31/2030	1.0000	HR	275.0000	275.00
110	NCCW FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 5 - 01/01/2030 THRU 12/31/2030	1.0000	HR	470.0000	470.00
111	WEC DETENTION FACILITY SERVICE BASE RATE, PER HOUR NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY YEAR 5 - 01/01/2030 THRU 12/31/2030	1.0000	HR	470.0000	470.00
112	WEC DETENTION FACILITY SERVICE OVERTIME RATE, PER HOUR OUTSIDE NORMAL BUSINESS HOURS YEAR 5 - 01/01/2030 THRU 12/31/2030	1.0000	HR	645.0000	645.00
113	PANASONIC REPLACEMENT PARTS & EQUIPMENT, OR OTHER APPROVED	5,000.0000	\$	1.0000	5,000.00

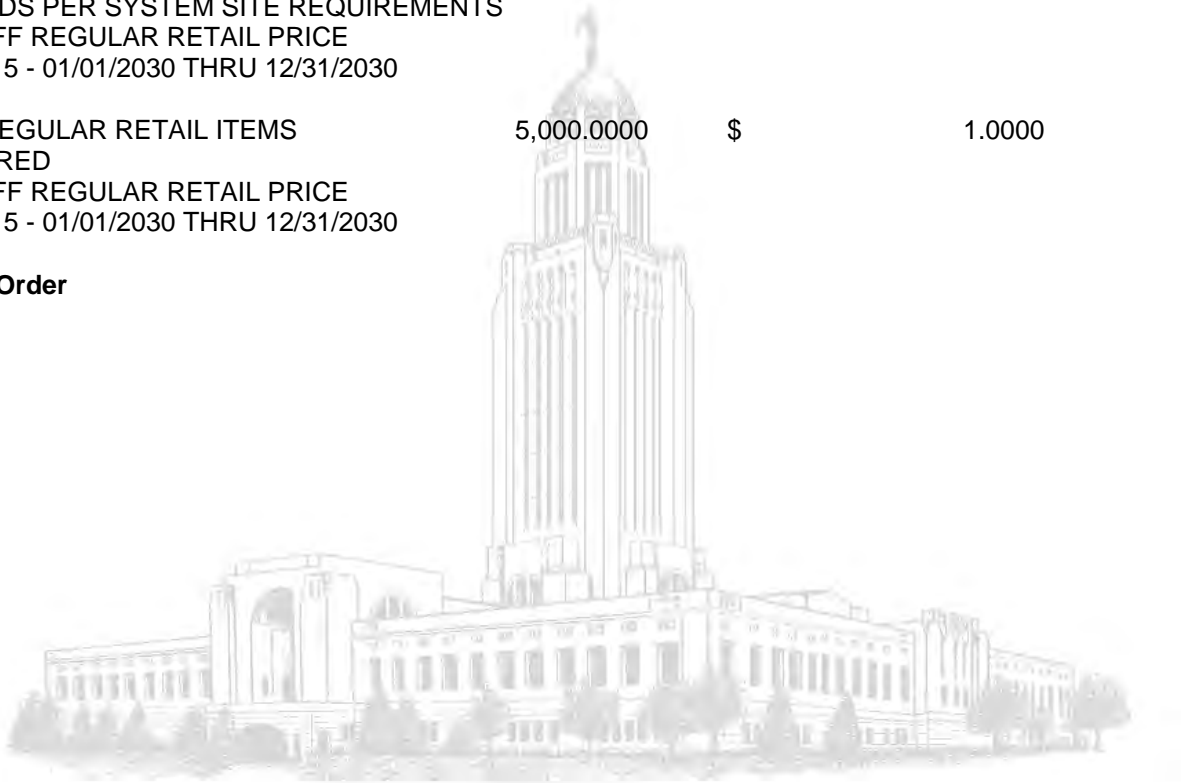
DS
OK
INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE 13 of 13	PRINT DATE 12/22/2025
BUSINESS UNIT 46020183	BUYER CHRISTIE KELLY (DCS)
VENDOR NUMBER: 1348347	

CONTRACT NUMBER
115008 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	BRANDS PER SYSTEM SITE REQUIREMENTS 0% OFF REGULAR RETAIL PRICE YEAR 5 - 01/01/2030 THRU 12/31/2030				
114	BOSCH REPLACEMENT PARTS & EQUIPMENT, OR OTHER APPROVED BRANDS PER SYSTEM SITE REQUIREMENTS 0% OFF REGULAR RETAIL PRICE YEAR 5 - 01/01/2030 THRU 12/31/2030	5,000.0000	\$	1.0000	5,000.00
115	ALL REGULAR RETAIL ITEMS OFFERED 0% OFF REGULAR RETAIL PRICE YEAR 5 - 01/01/2030 THRU 12/31/2030	5,000.0000	\$	1.0000	5,000.00
Total Order					320,890.00



DS
CK
INITIALS

<p>SOLICITATION ADDENDUM THREE (3) QUESTIONS AND ANSWERS</p>

SOLICITATION NUMBER: 122975 O3
Closed Circuit Television (CCTV) /Security Systems Site Support and
Service at NDCS Facilities

Opening Date: November 13, 2025, 2:00 pm Central Time
Addendum Effective Date: November 7, 2025

Questions and Answers

No questions were received for this solicitation.

This addendum will be incorporated into the solicitation.

SOLICITATION ADDENDUM TWO (2) REVISED SCHEDULE OF EVENTS

SOLICITATION NUMBER: 122975 O3

**Closed Circuit Television (CCTV) /Security Systems Site Support and Service at
NDCS Facilities**

**Opening Date: November 13, 2025, 2:00 pm Central Time
Addendum Effective Date: November 3, 2025**

Revised Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. ***It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.***

Activity		Date/Time
4.	Last day to submit written questions after "Solicitation Conference": ShareFile link for uploading "Solicitation Conference" questions: https://nebraska.sharefile.com/r-rfb4a04024b3f4f4dab4e925069da9ee6	October 28, 2025 November 5, 2025
5.	State responds to written questions through solicitation "Addendum" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	October 31, 2025 November 7, 2025
6.	Electronic Solicitation Opening – Online Via Webex: IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES. ShareFile Electronic Solicitation Submission Link: https://nebraska.sharefile.com/r-r1e0afac501dc44c388456f2676034c3c Join Webex Meeting: https://sonvideo.webex.com/sonvideo/j.php?MTID=m2e052770fe45c870a7a27172d5d06a2c Join from the Meeting Link: https://sonvideo.webex.com/sonvideo/j.php?MTID=m8b99c563f13565ae63d0bfa4be356041 Join by Meeting Number: Meeting Number (Access Code): 2497 243 9664 Meeting Password: A3MmaMvPZ23	November 5, 2025, 2:00 PM Central Time November 12, 2025 2:00 PM Central Time

This addendum will be incorporated into the solicitation.

SOLICITATION ADDENDUM ONE (1) CHANGE IN SCOPE

SOLICITATION NUMBER: 122975 O3

Closed Circuit Television (CCTV) /Security Systems Site Support and Service at NDCS
Facilities

Opening Date: November 5, 2025; 2:00 p.m. Central Time

Addendum Effective Date: Upon Execution

Change in Scope

1. **Section V, Subsection D. PROJECT REQUIREMENTS, 1. Current Video Surveillance Systems** is hereby **deleted in its entirety** and **replaced** as follows (areas of change are highlighted for ease of review):

1. Current Video Surveillance Systems:

FACILITIES	VIDEO SURVEILLANCE SYSTEMS MANUFACTURER/MODEL
Central Office, Building #1, Lincoln	Bosch BVMS
Community Corrections Center Lincoln, Lincoln	Bosch BVMS
Community Corrections Center Omaha, Omaha	Bosch BVMS
Nebraska Correctional Center for Women, York	Bosch BVMS
Nebraska Correctional Youth Facility, Omaha	Bosch BVMS
Nebraska State Penitentiary, Lincoln	Hexagon
Omaha Correctional Center-Omaha	Bosch BVMS
Reception and Treatment Center, Lincoln	Bosch BVMS
Tecumseh State Correctional Institution, Tecumseh	Bosch BVMS
Work Ethic Camp, McCook	Panasonic

2. **Section V, Subsection D. PROJECT REQUIREMENTS, 2. Requirements Specific to Each Facility** is hereby **deleted in its entirety** and **replaced** as follows (areas of change are highlighted for ease of review):

2. Requirements Specific to Each Facility:

FACILITIES	REQUIREMENTS SPECIFIC TO FACILITY
Central Office, Building #1, Lincoln	The contractor shall provide service and maintenance for the current video surveillance system for CO consisting of Bosch digital components, NVR, VMS, workstations and Bosch Enterprise Server.
Community Corrections Center Lincoln, Lincoln	The contractor shall provide service and maintenance for the current video surveillance system for CCCL consisting of Bosch digital components, NVR, and VMS workstations.
Community Corrections Center Omaha, Omaha	The contractor shall provide service and maintenance for the current video surveillance system for CCCO consisting of Bosch digital and components, NVR, and VMS workstations
Nebraska Correctional Center for Women, York	The contractor shall provide service and maintenance for the current video surveillance system for NCCW consisting of Bosch digital and components, NVR, workstations, and VMS. Note: The video surveillance, door control and intercom systems are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.

Nebraska Correctional Youth Facility, Omaha	<p>The contractor shall provide service and maintenance for the current video surveillance system for NCYF consisting of Bosch digital and analog components, NVR workstations, and VMS.</p> <p>Note: The video surveillance, door control and intercom systems are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.</p>
Nebraska State Penitentiary, Lincoln	<p>The contractor shall provide service and maintenance for the current video surveillance system for NSP consisting of Hexegon digital and analog components, NVR, and VMS.</p> <p>Note: The video surveillance, door control and intercom system are not integrated to work together. Currently the NVR and VMS are integrated into door control and intercom system</p>
Omaha Correctional Center-Omaha, Omaha	<p>The contractor shall provide service and maintenance for the current video surveillance system for OCC consisting of Bosch digital and analog components, NVR, workstations, and VMS.</p> <p>Note: The video surveillance, door control and intercom systems are not integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.</p>
Reception and Treatment Center, Lincoln	<p>The contractor shall provide service and maintenance for the current video surveillance system for RTC consisting of Bosch digital and analog components, NVR, workstations, and VMS.</p> <p>Note: The video surveillance, door control and intercom system are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom system</p>
Tecumseh State Correctional Institution, Tecumseh	<p>The contractor shall provide service and maintenance for the current video surveillance system for TSCI consisting of Bosch digital and analog components, NVR, workstations and VMS.</p> <p>Note: The video surveillance, door control and intercom systems are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.</p>
Work Ethic Camp, McCook	<p>The contractor shall provide service and maintenance for the current video surveillance system for WEC consisting of Panasonic digital components to include Cameras, Encoders, NVR, and VMS, as well as Phillips analog components and workstations.</p> <p>Note: The video surveillance, door control and intercom systems are all integrated to work together.</p>

This Addendum will be incorporated into the solicitation.

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section II as Written" or "Exceptions Taken to Terms and Conditions Within Section II as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and,
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section II as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section II as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
PH		

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response 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 has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) 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; and,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

1. Solicitation, including any attachments and addenda;
2. Questions and Answers;
3. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
4. Addendum to Contract Award (if applicable); and,
5. Amendments to the Contract. (if applicable).

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) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise 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 Vendor.

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

Bidder and State shall identify the contract manager who shall serve as the POC for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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. BUYER'S REPRESENTATIVE

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 bidder will be provided with 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 (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.

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

The State may, at any time and without any advance notice, require the Vendor 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 an order, the Vendor 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 be resumed when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, 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 Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor 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 Vendor 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 Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor 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 good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of NDCS*****

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor 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

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, delivery receipt requested; 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.

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

K. 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.

L. 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.

M. INDEMNIFICATION

1. GENERAL

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

2. INTELLECTUAL PROPERTY

The Vendor 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 Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor 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 Vendor has indemnified the State, the Vendor shall, at the Vendor'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 Vendor, and the State may receive the remedies provided under this Solicitation.

3. PERSONNEL

The Vendor 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 Vendor.

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. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

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

N. ATTORNEY'S FEES

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

O. ASSIGNMENT, SALE, OR MERGER

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

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor 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 Vendor 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 performs all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions of the contract, including price, 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 Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

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") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations

established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, 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 shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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. Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders;
 - e. An involuntary proceeding has been commenced by any Party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
 - f. A voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
 - g. Vendor intentionally discloses confidential information;
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one (1) 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 Vendor's routine back up procedures;
4. Cooperate with any successor Vendor, person, or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Vendor, 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 Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

U. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the FCC's Covered List found at [List of Equipment and Services Covered By Section 2 of The Secure Networks Act | Federal Communications Commission](#).

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List Found at [OFAC Consolidated and Other Sanctions Lists Page - Sanctions List Service](#).

V. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section III as Written" or "Exceptions Taken to Vendor Duties Within Section III as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and,
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section III as Written (Initial)	Exceptions Taken to Vendor Duties Within Section III as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
PH		

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor 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 bidder's solicitation response 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 Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

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

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

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor

subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

The vendor shall ensure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor 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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor 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 Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>.
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor 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 Vendors 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

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

F. 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 solicitation response. 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.

G. PRICES

Prices submitted on the cost sheet shall be net, including transportation and delivery charges fully prepaid by the bidder, FOB Destination named in the Solicitation. **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.

Prices submitted on the cost sheet, once accepted by the State, shall remain fixed for the first year of the contract. Any price increase request subsequent to the first year of the contract must be submitted in writing to NDCS a minimum of thirty (30) days

prior to the requested start date of the price increase. **Documentation will be required by the State to support the price increase request.**

NDCS reserves the right to deny any requested price increase. No price increases are to be billed to NDCS prior to the 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.

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

J. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide NDCS a current COI verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor 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 NDCS that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide NDCS with copies of each subcontractor's COI evidencing the required coverage.

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

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

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor 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, NDCS may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor 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 Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor 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 Vendor 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 Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s).** This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

3. **EVIDENCE OF COVERAGE**

The Vendor shall furnish the Contract Manager, via email, with a COI coverage complying with the above requirements prior to beginning work at:

122975 O3

Nebraska Department of Correctional Services
Attn: Purchasing Department
801 W. Prospector Place, Bldg. 1
Lincoln, NE 68522
dcg.purchasing@nebraska.gov

These certificates or the cover sheet shall reference the solicitation 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 Vendor to maintain such insurance, then the Vendor 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 Vendor.

K. ANTITRUST

The Vendor 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.

L. CONFLICT OF INTEREST

By submitting a solicitation response, the vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor 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, the vendor shall provide with its solicitation response 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 solicitation response evaluation.

M. STATE PROPERTY

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

N. SITE RULES AND REGULATIONS

The Vendor 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 Vendor 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 Vendor.

O. NDCS SECURITY

1. Vendor's personnel shall be subject to NDCS background security checks prior to their arrival on site and will always carry proper identification with them while on facility grounds.
2. Vendor shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an incarcerated individual or parolee if such person subjects an incarcerated individual or parolee to sexual penetration or sexual contact, because an incarcerated individual or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' incarcerated individuals. The Vendor will promptly notify NDCS if allegations of sexual abuse or contact become known.
3. Vendor shall make his or her employees aware of the NDCS, Policy 112.31 (Code of Ethics and Conduct). Vendor may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct).
4. Vendor shall inform his or her personnel of the NDCS 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 Vendor's locked vehicle while on NDCS-owned or controlled property.
5. Vendor and his or her personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
6. Wireless devices and/or cellular phones, including smart watches or other electronic devices which can connect with the internet, are prohibited at NDCS facilities unless prior approval is given. **If wireless devices are necessary for use on site at NDCS, the Vendor will seek prior approval to carry such devices by requesting the "Cellular**

Device Institutional Use Report” form. This form will need to be completed, submitted, and approved before any such devices are allowed into any facility.

Providing a wireless device, cellular phone, or electronic communication device to an incarcerated individual of any facility is strictly prohibited, per Policy104.05. Electronic Communication Devices.

P. ADVERTISING

The Vendor 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.

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all ICT, developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

R. DISASTER RECOVERY/BACK UP PLAN

The Vendor 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.

S. DRUG POLICY

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

T. WARRANTY

Despite any clause to the contrary, the Vendor 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 Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor 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.

U. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section IV as Written" or "Exceptions Taken to Payment clauses Within Section IV as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and,
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section IV as Written (Initial)	Exceptions Taken to Payment Clauses Within Section IV as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
PH		

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[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 (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor 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 Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payment must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor'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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

Invoices for payment must be submitted by the Vendor to NDCS monthly.

Invoices To: NE Department of Correctional Services
Attn: 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

D. PAYMENT (Nonnegotiable)

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 Vendor 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 Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

E. LATE PAYMENT (Nonnegotiable)

The Vendor 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).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal 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 Vendor reasonable written notice prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor 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 Vendor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor 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 Vendor 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 Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor 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 Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

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 three percent (3%) of the total contract billing, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor 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 Vendor agrees to correct any material weaknesses or conditions 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

1. **CCTV / Security Systems Site Support and Service at all NDCS Facilities** shall consist of maintenance, repair, firmware/software upgrades, installation, and supplementary parts for the current video surveillance systems as well as upgrades of existing systems that are no longer under current warranty coverage.
2. **All work will be approved and reviewed in advance by the NDCS Engineering Project Management Team.**
3. **Equipment repairs, in addition to the services outlined in these terms and conditions and resulting contract, emergency or otherwise, must be pre-approved by NDCS.**
4. NDCS will provide Contractor(s) and their personnel with access to all equipment covered under the terms and conditions and resulting contract. The Contractor, upon completion of service or inspection, will return all systems to full operational status.
5. Labor not bid as part of each facility's scheduled maintenance will be billed based on rates listed on a "time and materials" basis, with labor charges reflecting the rate bid by the successful Contractor(s).
6. **An NDCS contact list will be provided to the successful Vendor(s) upon contract award(s) and will be updated by NDCS as it becomes necessary.**

B. CURRENT NDCS FACILITIES LOCATED THROUGHOUT THE STATE.

NOTE: If additional NDCS facilities come online, or no longer require services, during the period of the resulting contract(s) they will be added, or removed, through the Amendment process.

1. **Lincoln, Nebraska Facilities:**
 - a. Community Corrections Center – Lincoln (CCCL).
 - b. NDCS Central Office, Building #1 (CO).
 - c. Nebraska State Penitentiary (NSP).
 - d. Reception and Treatment Center (RTC).
2. **Omaha, Nebraska Facilities:**
 - a. Community Corrections Center – Omaha (CCCO).
 - b. Nebraska Correctional Youth Facility (NCYF).
 - c. Omaha Correctional Center (OCC).
3. **Tecumseh, Nebraska Facility:**
 - a. Tecumseh State Correctional Institution (TSCI).
4. **York, Nebraska Facility:**
 - a. Nebraska Correctional Center for Women (NCCW).
5. **McCook, Nebraska Facility:**
 - a. Work Ethic Camp (WEC).
6. **Please go to the NDCS website for specific facility locations and information at <https://corrections.nebraska.gov>.**

C. PROJECT ENVIRONMENT

1. **CCTV / Security Systems Site Support and Service work will be performed inside a secure correctional environment.**
 - a. Contractor(s) and their personnel must abide by all NDCS safety and security requirements.
 - b. **Contractor(s) and their personnel must submit to NDCS security clearance checks and approval granted before the Contractor(s) and their personnel arrive to begin working.**
 - c. If Contractor(s) and/or their personnel fail a security check or violates NDCS security policies while on site, they will be escorted off-site and will not be allowed to continue.

- d. Contractor(s) must provide enough personnel to perform the work scheduled.
- e. **The Contractor(s) will provide certified and trained personnel for the performance of duties.**
- f. When the resulting contract(s) is awarded, the successful Contractor(s) will submit a list to the NDCS Engineering Project Management Team designating primary and secondary service technicians and contact information, including, at a minimum, contact names, phone numbers and email addresses, for each NDCS facility to provide continuity of operations.

YES	NO	
<u>X</u>		a. Please advise, below, how many business days it will take the Contractor(s) to provide the NDCS Engineering Project Management Team with the service technician contact list specified above (should be before any work commences by the Contractor(s)).
EXPAND ON BIDDER RESPONSE HERE:		
<u>7 Days</u>		

D. PROJECT REQUIREMENTS

1. Current Video Surveillance Systems:

FACILITIES	VIDEO SURVEILLANCE SYSTEMS MANUFACTURER/MODEL
Central Office, Building #1, Lincoln	Bosch BVMS
Community Corrections Center Lincoln, Lincoln	Bosch BVMS
Community Corrections Center Omaha, Omaha	Bosch BVMS
Nebraska Correctional Center for Women, York	Bosch BVMS
Nebraska Correctional Youth Facility, Omaha	Bosch BVMS
Nebraska State Penitentiary, Lincoln	QVms
Omaha Correctional Center-Omaha	Bosch BVMS
Reception and Treatment Center, Lincoln	Bosch BVMS
Tecumseh State Correctional Institution, Tecumseh	Bosch BVMS
Work Ethic Camp, McCook	Panasonic ASM970

2. Requirements Specific to Each Facility:

FACILITIES	REQUIREMENTS SPECIFIC TO FACILITY
Central Office, Building #1, Lincoln	The contractor shall provide service and maintenance for the current video surveillance system for CO consisting of Bosch digital components, NVR, VMS, workstations and Bosch Enterprise Server.
Community Corrections Center Lincoln, Lincoln	The contractor shall provide service and maintenance for the current video surveillance system for CCCL consisting of Bosch digital components, NVR, and VMS workstations.
Community Corrections Center Omaha, Omaha	The contractor shall provide service and maintenance for the current video surveillance system for CCCO consisting of Bosch digital and components, NVR, and VMS workstations
Nebraska Correctional Center for Women, York	The contractor shall provide service and maintenance for the current video surveillance system for NCCW consisting of Bosch digital and components, NVR, workstations, and VMS. Note: The video surveillance, door control and intercom systems are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.
Nebraska Correctional Youth Facility, Omaha	The contractor shall provide service and maintenance for the current video surveillance system for NCYF consisting of Bosch digital and analog components, NVR workstations, and VMS.

	Note: The video surveillance, door control and intercom systems are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.
Nebraska State Penitentiary, Lincoln	The contractor shall provide service and maintenance for the current video surveillance system for RTC consisting of Bosch digital and analog components, NVR, and VMS. Note: The video surveillance, door control and intercom system are not integrated to work together. Currently the NVR and VMS are integrated into door control and intercom system
Omaha Correctional Center-Omaha, Omaha	The contractor shall provide service and maintenance for the current video surveillance system for OCC consisting of Bosch digital and analog components, NVR, workstations, and VMS. Note: The video surveillance, door control and intercom systems are not integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.
Reception and Treatment Center, Lincoln	The contractor shall provide service and maintenance for the current video surveillance system for RTC consisting of Bosch digital and analog components, NVR, workstations, and VMS. Note: The video surveillance, door control and intercom system are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom system
Tecumseh State Correctional Institution, Tecumseh	The contractor shall provide service and maintenance for the current video surveillance system for TSCI consisting of Bosch digital and analog components, NVR, workstations and VMS. Note: The video surveillance, door control and intercom systems are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.
Work Ethic Camp, McCook	The contractor shall provide service and maintenance for the current video surveillance system for WEC consisting of Panasonic digital components to include Cameras, Encoders, NVR, and VMS, as well as Phillips analog components and workstations. Note: The video surveillance, door control and intercom systems are all integrated to work together.

E. BUSINESS REQUIREMENTS

1. The successful Vendor(s) must be currently in business and have been for a minimum of ten (10) consecutive years, having maintained Bosch and Panasonic systems with a minimum of 150 devices detailed herein over the past five (5) years.
2. The Vendor should provide, with the proposal, with a minimum of two (2) references from customers:

REFERENCE NUMBER ONE (1):	
Name of Company:	<u>The Catholic Diocese of Lincoln</u>
Name of Reference:	<u>Sandra Svajdlenka</u>
Address:	<u>2241 O ST</u> <u>Lincoln, NE, 68510</u>
Phone Number (Office):	<u>402-474-1600</u>
Phone Number (Cell):	<u>402-326-2600</u>

Email Address:	ssvaidlenka@CSSHope.org
Do You Currently Maintain Surveillance Systems:	Yes
How Many Years' Experience Do You Have Maintaining Surveillance Systems (Please Provide Dates):	Since 2011 (14 Years)
Type of System(s) Maintained (Bosch and/or Panasonic):	Bosch/Hexagon
How Many Devices Maintained (Bosch):	118
How Many Devices Maintained (Panasonic):	0

REFERENCE NUMBER TWO (2):	
Name of Company:	Nebraska Department of Correctional Services
Name of Reference:	Chad Ellison
Address:	801 W Prospector Pl Lincoln, NE, 68522
Phone Number (Office):	402-479-5775
Phone Number (Cell):	402-326-3297
Email Address:	Chad.Ellison@nebraska.gov
Do You Currently Maintain Surveillance Systems:	Yes
How Many Years' Experience Do You Have Maintaining Surveillance Systems (Please Provide Dates):	Since 2005 (20 Years)
Type of System(s) Maintained (Bosch and/or Panasonic):	Bosch, Panasonic, and Hexagon
How Many Devices Maintained (Bosch):	798
How Many Devices Maintained (Panasonic):	404

F. SCOPE OF WORK

1. Vendor shall provide a total of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system. When possible, updates and backups can be completed remotely as needed.
2. Other site requests will be included at contract labor rate schedule for the following but not limited to camera installation, camera troubleshooting and repair, wiring installation, programing changes, and other components related to the function and use of the CCTV / Security Systems.

G. PARTS REPLACEMENT

1. **Catalog(s) and/or Price List(s) for all "Replacement Parts" should be submitted with the Proposal.**
2. The Catalog(s) and/or Price List(s) for all "Replacement Parts" must show the regular retail price of the part, the percentage of discount as proposed in the "Catalog/Non-Core Replacement Parts-Provide Percentage Discount Off Regular Retail Replacement Parts Below" section of the "Proposal Submission Sheet", and the final discounted price of all "Replacement Parts".
3. All "Replacement Parts" must be pre-approved by a member of the NDCS Engineering Project Management Team.
4. Any parts that are replaced must be returned to NDCS staff for disposal.

H. WORK PLAN

1. Upon initial visit to each facility, the Vendor shall extract all programming and configurations from all CCTV / Security Systems. One (1) copy of the extracted information shall be stored with the Vendor and one (1) copy is to be sent to the VPN Computer E: drive at NDCS Engineering. All copies shall be updated and maintained as current during the contract period.
2. The Vendor will be required to access the system through individual VPN accounts in order to comply with NDCS' requirement that logical access is restricted. These individual VPN accounts will be controlled and authorized by NDCS through the OCIO. All ICS devices will be locked in telecom rooms located at each facility and will be on a separate network system protected by NDCS firewall policies.
3. Vendor use of a State supplied VPN shall begin only after notification from and/or approval by the NDCS Engineering Project Management Team. Time spent supporting the systems via VPN shall count towards the contracted two (2) hours of support.
4. The Vendor will be required to provide revision updates to NDCS for the installed software.

5. Onsite hours worked shall be scheduled in advance, due to escort concerns, with the NDCS Engineering Project Management Team and/or Facility designee with Site contacts and mutually agreed upon with Contractor.

I. TECHNICAL REQUIREMENTS

1. NDCS Will Provide the Following to the Vendor:

- a. 10/100/1000 Mb data switch ports on existing equipment in controlled communications rooms (all NDCS network equipment is plugged into UPS equipment and monitored 24x7);
- b. VLAN and IP/subnet information for contractor's equipment;
- c. DHCP;
- d. DNS;
- e. NTP; and,
- f. PoE upon request.

J. REMOTE ACCESS (VPN)

1. The NDCS Engineering Project Management Team will provide the Contractor with a maximum of three individual VPN accounts upon request. The VPN system for the State of Nebraska is provided by the OCIO.
2. The Vendor shall notify the NDCS Engineering Project Management Team about the need for remote access. The NDCS Engineering Project Management Team will send the OCIO VPN form to the Vendor and the Vendor will return one (1) form for each person who needs access. The form will be signed by the NDCS Engineering Project Management Team for authorization, and then the form will be given to NDCS IT to review network policies. IT will submit the request to OCIO and when the account is ready, IT will send connection instructions to the Vendor directly.
3. Vendor shall maintain the entire program system and components for the life of the contract. The Server provided by the Vendor will be utilized for the control system only.

K. PRIOR TO ANY INSTALLATION

1. Vendor Will Provide at a Minimum:

- a. Network horizontal cabling from contractor's equipment to NDCS network;
- b. The current standard for NDCS is Yellow Cat6 and plenum rated;
- c. **The NDCS Engineering Project Management and IT teams must pre-approve all network cabling plans to ensure industry standards, facility standards, and codes are met;**
- d. The Vendor will perform a site survey to determine where all new equipment will be installed and how to route cabling to the nearest existing telecommunications room; and,
- e. **The Vendor will communicate with the NDCS Engineering Project Management Team prior to installation of all conduits for Cat6 cabling and power.**

2. Vendor Will Provide the Following Information BEFORE Installation Begins:

- a. Network diagrams or schematics that show logical or physical connectivity of system;
- b. Port requirements – speed and duplex;
- c. Firewall rule sets and other special network requirements; and,
- d. Other LAN and WAN requirements - bandwidth or protocols.

L. SOFTWARE/FIRMWARE REQUIREMENTS

1. The Vendor must identify if the software will need to be installed on existing State workstations or if the Vendor will be supplying new workstations due to software/firmware upgrades.

YES	NO	
	<input checked="" type="checkbox"/>	a. Will software need to be installed by the Vendor on existing State workstations?
	<input checked="" type="checkbox"/>	b. Will Vendor be supplying new workstations?
EXPAND ON BIDDER RESPONSE HERE:		
<u>All Necessary Camera Software is already running on existing devices.</u>		

2. The Vendor will need to identify if their application is web-based or a separate Windows-based application.

YES	NO	
	<u>X</u>	a. Will the application be web-based?
	<u>X</u>	b. Will the application be a separate Windows-based application?
EXPAND ON BIDDER RESPONSE HERE:		
<u>All Camera Systems are already running on existing systems.</u>		

3. As of this time, any new software installed on State workstations will need to be compatible with Windows 11 Enterprise 64 bit and Edge and/or Chrome compatible. If special client configurations or plugins are required, the Vendor must specify in advance. This information must be communicated with the NDCS IT Department in advance of any upgrades.

YES	NO	
	<u>X</u>	a. Will special client configurations or plugins be required?
EXPAND ON BIDDER RESPONSE HERE:		
<u>All Necessary Camera Software is already running on existing devices.</u>		

4. If new servers are required for a project, the physical location for those servers must be identified.

YES	NO	
	<u>X</u>	a. Will new servers be required for a project?
		i. If "YES", please identify the physical locations below.
EXPAND ON BIDDER RESPONSE HERE:		

5. If a server is serving multiple sites, a Virtual Server should be placed at the State of Nebraska Data Center for Enterprise Services. If a server is placed at each site, it will need to be a rack mount server (as opposed to a desktop computer) and it will need proper housing such as a rack in a communications room that has proper environmental controls, power, and cooling.

YES	NO	
	<u>X</u>	a. Will the server serve multiple sites?
		i. If "YES", will a Virtual Server be placed at the State of Nebraska Data Center for Enterprise Services?
		ii. If a server is placed at multiple sites, it shall be a rack mount server and will need a proper housing rack in a communications room that has proper environmental controls, power, and cooling.
EXPAND ON BIDDER RESPONSE HERE:		
<u>No New Servers are being added.</u>		

M. DELIVERABLES

- The Vendor shall provide installation, repair, and maintenance to include but not limited to the entire systems as listed and any upgrades, changes, or additions for the covered video surveillance systems.
- All required information must be provided to the NDCS Engineering Project Management Team on an Excel document for each site.
- The Vendor shall perform inspections and non-emergency services from 7:00 A.M. through 3:30 P.M. -Monday through Friday.

4. Vendor shall respond to all non-emergency service requests or questions within forty-eight (48) hours for WEC. All other sites shall have a response time of twenty-four (24) hours.
5. All routine service shall be coordinated in advance with facility staff during normal business hours, Monday through Friday.
6. A legible copy of the inspection report, test results, services performed, and recommended improvements will be submitted to the Facility Maintenance Supervisor Manager or designee and NDCS Engineering Project Management Team upon completion of service.
7. Complete, itemized documentation of all testing, preventative maintenance, and service shall be kept at both the facility and with the Vendor.

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 NAME:	System Technology Services
ADDRESS:	P.O. Box 6503 Lincoln, NE 68506
PHONE:	402-610-0474
EMAIL:	Pheath@STS mail.biz
BIDDER NAME & TITLE:	Peter Heath / President
SIGNATURE:	
DATE:	10/17/2025

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

NAME:	Joseph Botte
TITLE:	Technician
PHONE:	
EMAIL:	

NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
SUPPLEMENTAL CONTRACT INFORMATION
SOLICITATION NUMBER 122975 03

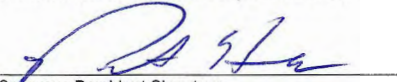
The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best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

Please complete the questions below and submit with your solicitation response documents. Responding "yes" to any question will not disqualify you from consideration but may necessitate a follow-up information request.

Company Name: System Technology Services
PO Box Address: P.O. Box 6503 Lincoln, NE 68506
Physical Address: 2806 S.W. 6th Street Lincoln, NE 68522
City/State/Zip: Lincoln, NE, 68522
Phone Number: 402-610-0474
Name/Title of Contact: Peter Heath / President

	YES	NO
1. To your knowledge do you have any relatives, employees, Vendors, subcontractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services? If yes, who? _____		<input checked="" type="checkbox"/>
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? _____		<input checked="" type="checkbox"/>
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? _____		<input checked="" type="checkbox"/>
4. Incorporated companies, please provide the following information: Name of Corporate Entity: <u>System Technology Services Inc.</u> Principle Office Address: <u>P.O. Box 6503, Lincoln NE 68506</u> Registered Agent and Office Address: <u>Peter Heath 2435 S. 54th St. Lincoln NE 68506</u>		
5. Non-Incorporated Companies please provide the following information: Owner: _____		

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.


Company President Signature

10/17/2025
Date

122975 03 PROPOSAL SUBMISSION SHEET
CLOSED CIRCUIT TELEVISION (CCTV)/SECURITY SYSTEMS SITE SUPPORT AND SERVICE AT NDCS FACILITIES

VENDOR NAME: _System Technology Services, Inc._ DATE: __ 11/12/25__

CLOSED CIRCUIT TELEVISION (CCTV) SITE SUPPORT AND SERVICE AT NDCS FACILITIES				INITIAL CONTRACT TERM						RENEWAL ONE (1)		RENEWAL TWO (2)	
				YEAR ONE (1)		YEAR TWO (2)		YEAR THREE (3)		YEAR FOUR (4)		YEAR FIVE (5)	
LINE #	"CORE" MONTHLY SERVICE VISITS FOR THE FOLLOWING FACILITIES	QTY	UOM	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE
1	COMMUNITY CORRECTIONS CENTER-LINCOLN, LINCOLN Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO	\$ 310.00	\$ 3,720.00	\$ 330.00	\$ 3,960.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00
2	NDCS CENTRAL OFFICE, BUILDING #1, LINCOLN Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO	\$ 310.00	\$ 3,720.00	\$ 330.00	\$ 3,960.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00
3	NEBRASKA STATE PENITENTIARY, LINCOLN Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO	\$ 310.00	\$ 3,720.00	\$ 330.00	\$ 3,960.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00
4	RECEPTION AND TREATMENT CENTER, LINCOLN Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO	\$ 310.00	\$ 3,720.00	\$ 330.00	\$ 3,960.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00
5	COMMUNITY CORRECTIONS CENTER-OMAHA, OMAHA Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO	\$ 310.00	\$ 3,720.00	\$ 330.00	\$ 3,960.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00
6	NEBRASKA CORRECTIONAL YOUTH FACILITY, OMAHA Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO	\$ 310.00	\$ 3,720.00	\$ 330.00	\$ 3,960.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00
7	OMAHA CORRECTIONAL CENTER, OMAHA Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO	\$ 310.00	\$ 3,720.00	\$ 330.00	\$ 3,960.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00
8	TECUMSEH STATE CORRECTIONAL INSTITUTION, TECUMSEH Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO	\$ 310.00	\$ 3,720.00	\$ 330.00	\$ 3,960.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00
9	NEBRASKA CORRECTIONAL CENTER FOR WOMEN, YORK Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO	\$ 310.00	\$ 3,720.00	\$ 330.00	\$ 3,960.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00
10	WORK ETHIC CAMP, MCCOOK Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO	\$ 720.00	\$ 8,640.00	\$ 740.00	\$ 8,880.00	\$ 760.00	\$ 9,120.00	\$ 760.00	\$ 9,120.00	\$ 760.00	\$ 9,120.00
LINE #	HOURLY SERVICE RATES FOR FACILITY LOCATIONS BELOW (TRIP CHARGES, FUEL SURCHARGES, & MILEAGE TO BE INCLUDED IN BID PRICE)	QTY	UOM	YEAR ONE (1)		YEAR TWO (2)		YEAR THREE (3)		YEAR FOUR (4)		YEAR FIVE (5)	
				BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE
11	LINCOLN FACILITIES BASE RATE, PER HOUR Normal Business Hours, Monday thru Friday.	100	HR	\$ 155.00	\$ 15,500.00	\$ 165.00	\$ 16,500.00	\$ 175.00	\$ 17,500.00	\$ 175.00	\$ 17,500.00	\$ 175.00	\$ 17,500.00
12	LINCOLN FACILITIES OVERTIME RATE, PER HOUR Outside Normal Business Hours.	100	HR	\$ 310.00	\$ 31,000.00	\$ 247.50	\$ 24,750.00	\$ 262.50	\$ 26,250.00	\$ 262.50	\$ 26,250.00	\$ 262.50	\$ 26,250.00
13	OMAHA FACILITIES BASE RATE, PER HOUR Normal Business Hours, Monday thru Friday.	50	HR	\$ 255.00	\$ 12,750.00	\$ 265.00	\$ 13,250.00	\$ 275.00	\$ 13,750.00	\$ 275.00	\$ 13,750.00	\$ 275.00	\$ 13,750.00
14	OMAHA FACILITIES OVERTIME RATE, PER HOUR Outside Normal Business Hours.	50	HR	\$ 410.00	\$ 20,500.00	\$ 440.00	\$ 22,000.00	\$ 470.00	\$ 23,500.00	\$ 470.00	\$ 23,500.00	\$ 470.00	\$ 23,500.00
15	TECUMSEH FACILITY BASE RATE, PER HOUR Normal Business Hours, Monday thru Friday.	50	HR	\$ 255.00	\$ 12,750.00	\$ 265.00	\$ 13,250.00	\$ 275.00	\$ 13,750.00	\$ 275.00	\$ 13,750.00	\$ 275.00	\$ 13,750.00
16	TECUMSEH FACILITY OVERTIME RATE, PER HOUR Outside Normal Business Hours.	50	HR	\$ 410.00	\$ 20,500.00	\$ 440.00	\$ 22,000.00	\$ 470.00	\$ 23,500.00	\$ 470.00	\$ 23,500.00	\$ 470.00	\$ 23,500.00
17	YORK FACILITY BASE RATE, PER HOUR Normal Business Hours, Monday thru Friday.	50	HR	\$ 255.00	\$ 12,750.00	\$ 265.00	\$ 13,250.00	\$ 275.00	\$ 13,750.00	\$ 275.00	\$ 13,750.00	\$ 275.00	\$ 13,750.00
18	YORK FACILITY OVERTIME RATE, PER HOUR Outside Normal Business Hours.	50	HR	\$ 410.00	\$ 20,500.00	\$ 440.00	\$ 22,000.00	\$ 470.00	\$ 23,500.00	\$ 470.00	\$ 23,500.00	\$ 470.00	\$ 23,500.00
19	MCCOOK FACILITY BASE RATE, PER HOUR Normal Business Hours, Monday thru Friday.	50	HR	\$ 450.00	\$ 22,500.00	\$ 460.00	\$ 23,000.00	\$ 470.00	\$ 23,500.00	\$ 470.00	\$ 23,500.00	\$ 470.00	\$ 23,500.00
20	MCCOOK FACILITY OVERTIME RATE, PER HOUR Outside Normal Business Hours.	50	HR	\$ 605.00	\$ 30,250.00	\$ 625.00	\$ 31,250.00	\$ 645.00	\$ 32,250.00	\$ 645.00	\$ 32,250.00	\$ 645.00	\$ 32,250.00
LINE #	"CATALOG/NON-CORE" REPLACEMENT PARTS PROVIDE PERCENTAGE DISCOUNT OFF REGULAR RETAIL REPLACEMENT PARTS BELOW	DISCOUNT	UOM	YEAR ONE (1)		YEAR TWO (2)		YEAR THREE (3)		YEAR FOUR (4)		YEAR FIVE (5)	
				DISCOUNT PERCENTAGE		DISCOUNT PERCENTAGE		DISCOUNT PERCENTAGE		DISCOUNT PERCENTAGE		DISCOUNT PERCENTAGE	
21	"CATALOG/NON-CORE" Percentage Discount Off <u>Panasonic</u> Parts/Equipment or other approved brands per system site requirements. Catalog(s) and/or Price List(s) for all "Replacement Parts" should be submitted with the Proposal and must show the regular retail price of the parts, the percentage of discount as proposed, and the final discounted price of all "Replacement Parts".	%		_____5%		_____5%		_____0%		_____0%		_____0%	
22	"CATALOG/NON-CORE" Percentage Discount Off <u>Bosch</u> Parts/Equipment or other approved brands per system site requirements. Catalog(s) and/or Price List(s) for all "Replacement Parts" should be submitted with the Proposal and must show the regular retail price of the parts, the percentage of discount as proposed, and the final discounted price of all "Replacement Parts".	%		_____5%		_____5%		_____0%		_____0%		_____0%	
23	"CATALOG/NON-CORE" Percentage Discount Off <u>All Regular Retail Items offered</u> . Catalog(s) and/or Price List(s) for all "Replacement Parts" should be submitted with the Proposal and must show the regular retail price of the parts, the percentage of discount as proposed, and the final discounted price of all "Replacement Parts".	%		_____5%		_____5%		_____0%		_____0%		_____0%	

PRODUCT	Net Retail Price (USD)	Discounted Price for First 2 Years
ADT-NONH-G3QM33	\$ 30.03	\$ 28.53
BUB-CLR-FDO	\$ 20.43	\$ 19.41
BUB-TIN-FDO	\$ 20.43	\$ 19.41
BVC	\$ -	\$ -
C1-BP	\$ 51.26	\$ 48.70
C1-IN	\$ 1,549.90	\$ 1,472.41
CBS-AAV-VGD	\$ 336.60	\$ 319.77
CBS-ALMGT-CAM	\$ 177.10	\$ 168.25
CBS-ALMGT-CAT	\$ 88.55	\$ 84.12
CBS-ALMGT-CATX	\$ 1.01	\$ 0.96
CBS-ALMGT-CUST	\$ 1.01	\$ 0.96
CBS-CLOUD-ENT	\$ 11,500.50	\$ 10,925.48
CBS-CTRRPT-CAM	\$ 377.30	\$ 358.44
CBS-ITS-DCM	\$ 1,139.60	\$ 1,082.62
CBS-MOBILE	\$ 41.47	\$ 39.40
CBS-MOBILE-3Y	\$ 118.80	\$ 112.86
CBS-MOBILE-5Y	\$ 188.10	\$ 178.70
CBS-MOBILE-DIP4	\$ 345.40	\$ 328.13
CBS-MOBILE-DIP5	\$ 345.40	\$ 328.13
CBS-MOBILE-DIP6	\$ 754.60	\$ 716.87
CBS-MOBILE-DIP7	\$ 1,293.60	\$ 1,228.92
CBS-PORTAL-TOFF	\$ 3,668.50	\$ 3,485.08
CBS-PORTAL-TON	\$ 587.40	\$ 558.03
CBS-REC-ENT	\$ 592.90	\$ 563.26
CBS-REC-LITE	\$ 162.80	\$ 154.66
CBS-REC-MINI	\$ 125.40	\$ 119.13
CBS-REC-PLUS	\$ 226.60	\$ 215.27
CBS-REC-PRO	\$ 347.60	\$ 330.22
CBS-RM-DIP4	\$ 488.40	\$ 463.98
CBS-RM-DIP5	\$ 487.30	\$ 462.94
CBS-RM-DIP6	\$ 1,065.90	\$ 1,012.61
CBS-RM-DIP7	\$ 1,828.20	\$ 1,736.79
CNFE2MC/IN	\$ 1,014.20	\$ 963.49
SVC-ITS-RCC	\$ 1,122.00	\$ 1,065.90
DIP-4420IG-00N	\$ 3,265.90	\$ 3,102.61
DIP-4424IG-2HD	\$ 4,148.10	\$ 3,940.70
DIP-4428IG-2HD	\$ 4,687.10	\$ 4,452.75
DIP-442IIG-2HD	\$ 6,032.40	\$ 5,730.78
DIP-6440IG-00N	\$ 5,208.50	\$ 4,948.08
DIP-6444IG-4HD	\$ 7,348.00	\$ 6,980.60
DIP-6448IG-4HD	\$ 7,895.80	\$ 7,501.01
DIP-644IIG-4HD	\$ 9,455.60	\$ 8,982.82
DIP-7388-8HD	\$ 18,408.50	\$ 17,488.08

DIP-738C-8HD	\$	21,543.50	\$	20,466.33
DIP-73G0-00N	\$	13,673.00	\$	12,989.35
DIP-74C0-00N	\$	12,540.00	\$	11,913.00
DIP-74C0S0NDRM-POS	\$	445.50	\$	423.23
DIP-74C4-8HD	\$	16,040.20	\$	15,238.19
DIP-74C4S8HDMR-POS	\$	719.40	\$	683.43
DIP-74C8-8HD	\$	18,867.20	\$	17,923.84
DIP-74C8S8HDMR-POS	\$	853.60	\$	810.92
DIP-74CI-12HD	\$	30,231.30	\$	28,719.74
DIP-74CI-8HD	\$	24,517.90	\$	23,292.01
DIP-74CIS8HDMR-POS	\$	1,326.60	\$	1,260.27
DIP-74CISCHDMR-POS	\$	2,006.40	\$	1,906.08
DIP-74G0-00N	\$	13,663.10	\$	12,979.95
DIP-74G0S0NDRM-POS	\$	456.50	\$	433.68
DIP-74GI-16HD	\$	35,841.30	\$	34,049.24
DIP-74GISGHDMR-POS	\$	2,906.20	\$	2,760.89
DIP-AIO12-HDD	\$	1,824.90	\$	1,733.66
DIP-AIO18-HDD	\$	1,617.00	\$	1,536.15
DIP-AIO-18HDD-T	\$	1,639.00	\$	1,557.05
DIP-AIO4-HDD	\$	822.80	\$	781.66
DIP-AIO-4HDD-T	\$	616.00	\$	585.20
DIP-AIO8-HDD	\$	1,234.20	\$	1,172.49
DIP-AIO-8HDD-T	\$	894.30	\$	849.59
DSA-EDTK8-12TB	\$	2,604.80	\$	2,474.56
DSA-EDTK8-4TB	\$	1,123.10	\$	1,066.95
DSA-EDTK8-8TB	\$	1,710.50	\$	1,624.98
DSA-N2C8X4-12AT	\$	29,553.70	\$	28,076.02
DSA-N2C8X8-12AT	\$	37,489.10	\$	35,614.65
DSA-N2C8XC-12AT	\$	45,513.60	\$	43,237.92
DSA-N2E8X4-12AT	\$	22,202.40	\$	21,092.28
DSA-N2E8X8-12AT	\$	30,091.60	\$	28,587.02
DSA-N2E8XC-12AT	\$	38,567.10	\$	36,638.75
DSA-N6C8X4-60AT	\$	118,272.00	\$	112,358.40
DSA-N6C8X8-60AT	\$	158,164.60	\$	150,256.37
DSA-N6C8XC-60AT	\$	190,385.80	\$	180,866.51
DSA-S2E8X48-4PR	\$	338.80	\$	321.86
DSA-S2E8X48-NRD	\$	684.20	\$	649.99
DSA-S2E8X48-SLP	\$	2,478.30	\$	2,354.39
DSA-S2E8XAC-4PR	\$	438.90	\$	416.96
DSA-S2E8XAC-NRD	\$	1,090.10	\$	1,035.60
DSA-S2E8XAC-SLP	\$	3,249.40	\$	3,086.93
DSA-S6D8X48-4PR	\$	1,196.80	\$	1,136.96
DSA-S6D8X48-NRD	\$	3,418.80	\$	3,247.86
DSA-S6D8X48-SLP	\$	8,994.70	\$	8,544.97

DSA-S6D8XAC-4PR	\$	1,694.00	\$	1,609.30
DSA-S6D8XAC-NRD	\$	5,456.00	\$	5,183.20
DSA-S6D8XAC-SLP	\$	13,420.00	\$	12,749.00
DSX-N1D8X8-12AT	\$	25,053.60	\$	23,800.92
DSX-N1D8XC-12AT	\$	33,713.90	\$	32,028.21
DSX-N6D8X4-60AT	\$	91,807.10	\$	87,216.75
DSX-N6D8X8-60AT	\$	134,236.30	\$	127,524.49
DSX-N6D8XC-60AT	\$	171,202.90	\$	162,642.76
DSX-WDTK8-12TB	\$	2,604.80	\$	2,474.56
DSX-WDTK8-4TB	\$	1,123.10	\$	1,066.95
DSX-WDTK8-8TB	\$	1,710.50	\$	1,624.98
EWE-7180S0N-IW	\$	279.40	\$	265.43
EWE-7184S4H-IW	\$	311.30	\$	295.74
EWE-7188S8H-IW	\$	331.10	\$	314.55
EWE-71F8SFH-IW	\$	548.90	\$	521.46
EWE-AD71IP-IWMP	\$	218.90	\$	207.96
EWE-AD7IIP-IW	\$	548.90	\$	521.46
EWE-AD7IIP-IWMP	\$	233.20	\$	221.54
EWE-FDM7I-IW	\$	64.68	\$	61.45
EWE-FDP51I-IW	\$	20.71	\$	19.68
EWE-FDP51R-IW	\$	23.32	\$	22.15
EWE-HPMON-IW	\$	42.68	\$	40.55
EWE-IR5IP-IW	\$	41.80	\$	39.71
EWE-KBDUXF-IW	\$	28.49	\$	27.07
EWE-MIC7IF-IWMP	\$	438.90	\$	416.96
EWE-MICIIR-IW	\$	54.01	\$	51.31
EWE-S5240GP-IW	\$	74.25	\$	70.54
EWE-S5240IG-IW	\$	64.35	\$	61.13
EWE-S5244GP-IW	\$	108.13	\$	102.72
EWE-S5244IG-IW	\$	93.94	\$	89.24
EWE-S5248GP-IW	\$	129.80	\$	123.31
EWE-S5248IG-IW	\$	121.00	\$	114.95
EWE-S524CGP-IW	\$	162.80	\$	154.66
EWE-S524CIG-IW	\$	154.00	\$	146.30
EWE-VG4PA2-IW	\$	14.22	\$	13.51
EWE-VG4PS2-IW	\$	14.86	\$	14.12
EWE-VJCPS-IW	\$	44.66	\$	42.43
EWE-VJD4-IW	\$	35.64	\$	33.86
EWE-7380S0N-IW	\$	253.00	\$	240.35
EWE-7384S8H-IW	\$	347.60	\$	330.22
EWE-7388S8H-IW	\$	431.20	\$	409.64
EWE-738CS8H-IW	\$	460.90	\$	437.86
EWE-73G0S0N-IW	\$	299.20	\$	284.24
EWE-73G8SGH-IW	\$	618.20	\$	587.29

EWE-73GCSGH-IW	\$	711.70	\$	676.12
EWE-D8IT75-IW	\$	167.20	\$	158.84
EWE-D8IT09-IW	\$	237.60	\$	225.72
EWE-D8IT16-IW	\$	246.40	\$	234.08
EWE-D8IT19-IW	\$	176.00	\$	167.20
EWE-D8IT35-IW	\$	302.50	\$	287.38
EWE-D8IT65-IW	\$	359.70	\$	341.72
EWE-IIR850-IW	\$	16.02	\$	15.22
EWE-IIR940-IW	\$	16.02	\$	15.22
EWE-MIC9IFF-IW	\$	875.60	\$	831.82
EWE-VJHPD-IW	\$	58.19	\$	55.28
EWE-S2E8X48-SLP	\$	4,033.70	\$	3,832.02
EWE-S2E8X48-4PR	\$	345.40	\$	328.13
EWE-S2E8X48-NRD	\$	666.60	\$	633.27
EWE-S2E8XAC-SLP	\$	5,168.90	\$	4,910.46
EWE-S2E8XAC-4PR	\$	427.90	\$	406.51
EWE-S2E8XAC-NRD	\$	1,113.20	\$	1,057.54
EWE-S6D8X48-SLP	\$	14,663.00	\$	13,929.85
EWE-S6D8X48-4PR	\$	1,222.10	\$	1,161.00
EWE-S6D8X48-NRD	\$	3,489.20	\$	3,314.74
EWE-S6D8XAC-SLP	\$	20,452.30	\$	19,429.69
EWE-S6D8XAC-4PR	\$	1,728.10	\$	1,641.70
EWE-S6D8XAC-NRD	\$	5,567.10	\$	5,288.75
EWE-O2E8X48-SLP	\$	5,364.70	\$	5,096.47
EWE-O2E8X48-4PR	\$	403.70	\$	383.52
EWE-O2E8X48-NRD	\$	815.10	\$	774.35
EWE-O2E8XAC-SLP	\$	6,583.50	\$	6,254.33
EWE-O2E8XAC-4PR	\$	522.50	\$	496.38
EWE-O2E8XAC-NRD	\$	1,299.10	\$	1,234.15
EWE-O6D8X48-SLP	\$	19,478.80	\$	18,504.86
EWE-O6D8X48-4PR	\$	1,424.50	\$	1,353.28
EWE-O6D8X48-NRD	\$	4,070.00	\$	3,866.50
EWE-O6D8XAC-SLP	\$	27,206.30	\$	25,845.99
EWE-O6D8XAC-4PR	\$	2,015.20	\$	1,914.44
EWE-O6D8XAC-NRD	\$	6,495.50	\$	6,170.73
HAC-TAMP01	\$	30.47	\$	28.95
IGI-DEM	\$	1.11	\$	1.06
IIR-50850-LR	\$	871.20	\$	827.64
IIR-50850-MR	\$	613.80	\$	583.11
IIR-50850-SR	\$	364.10	\$	345.90
IIR-50850-XR	\$	1,026.30	\$	974.99
IIR-50940-LR	\$	871.20	\$	827.64
IIR-50940-MR	\$	613.80	\$	583.11
IIR-50940-SR	\$	364.10	\$	345.90

IIR-50940-XR	\$	1,026.30	\$	974.99
IIR-MNT-DLB	\$	108.02	\$	102.62
IIR-MNT-PMB	\$	77.44	\$	73.57
IIR-MNT-SLB	\$	42.46	\$	40.34
IIR-MNT-TLB	\$	226.60	\$	215.27
KBD-120PS	\$	140.80	\$	133.76
KBD-DIGITAL	\$	1,115.40	\$	1,059.63
KBD-UXF	\$	1,383.80	\$	1,314.61
LFF-8012C-D50	\$	918.50	\$	872.58
LHN-UC15L-SIP	\$	741.40	\$	704.33
LHN-UC15W-SIP	\$	682.00	\$	647.90
AMN-P15-SIP	\$	528.00	\$	501.60
LTC 9210/00	\$	71.06	\$	67.51
LTC 9210/01	\$	54.56	\$	51.83
LTC 9212/00	\$	107.80	\$	102.41
LTC 9213/01	\$	102.52	\$	97.39
LTC 9215/00	\$	41.03	\$	38.98
LTC 9215/00S	\$	41.80	\$	39.71
LTC 9216/00	\$	121.00	\$	114.95
LTC 9219/01	\$	54.56	\$	51.83
LTC 9223/01	\$	81.95	\$	77.85
LTC 9225/00	\$	145.20	\$	137.94
LTC 9230/01	\$	185.90	\$	176.61
LVF-4000C-D0550	\$	182.60	\$	173.47
LVF-5000C-D0550	\$	247.50	\$	235.13
LVF-5003C-P2713	\$	157.30	\$	149.44
LVF-5005C-S0940	\$	300.30	\$	285.29
LVF-5005C-S1803	\$	300.30	\$	285.29
M118VG1250IR	\$	385.00	\$	365.75
MAINSCORD-LOCK-US	\$	39.71	\$	37.72
MBV-100WST-FM	\$	31,868.10	\$	30,274.70
MBV-BENT-FM	\$	16,321.80	\$	15,505.71
MBV-BLIT-DIP-FM	\$	1,070.30	\$	1,016.79
MBV-BPLU-DIP-FM	\$	3,133.90	\$	2,977.21
MBV-BPRO-FM	\$	12,405.80	\$	11,785.51
MBV-FEUP-FM	\$	765.60	\$	727.32
MBV-FMAPLIT-FM	\$	268.40	\$	254.98
MBV-FMAPPLU-FM	\$	271.70	\$	258.12
MBV-FMAPPRO-FM	\$	271.70	\$	258.12
MBV-FOBJLIT-FM	\$	2,236.30	\$	2,124.49
MBV-FOBJPLU-FM	\$	4,541.90	\$	4,314.81
MBV-FOBJPRO-FM	\$	10,216.80	\$	9,705.96
MBV-FPRILIT-FM	\$	2,027.30	\$	1,925.94
MBV-FPRIPLU-FM	\$	4,056.80	\$	3,853.96

MBV-FPRIPRO-FM	\$	9,126.70	\$	8,670.37
MBV-X100WSTPRO-FM	\$	31,868.10	\$	30,274.70
MBV-XCHAN-FM	\$	434.50	\$	412.78
MBV-XCHANLIT-FM	\$	268.40	\$	254.98
MBV-XCHANPLU-FM	\$	271.70	\$	258.12
MBV-XCHANPRO-FM	\$	434.50	\$	412.78
MBV-XDUR-FM	\$	325.60	\$	309.32
MBV-XDURLIT-FM	\$	201.30	\$	191.24
MBV-XDURPLU-FM	\$	204.60	\$	194.37
MBV-XDURPRO-FM	\$	325.60	\$	309.32
MBV-XDVR-FM	\$	1,590.60	\$	1,511.07
MBV-XDVRPLU-FM	\$	1,590.60	\$	1,511.07
MBV-XDVRPRO-FM	\$	1,590.60	\$	1,511.07
MBV-XFOV-FM	\$	64.90	\$	61.66
MBV-XFOVLIT-FM	\$	39.71	\$	37.72
MBV-XFOVPLU-FM	\$	40.59	\$	38.56
MBV-XFOVPRO-FM	\$	64.90	\$	61.66
MBV-XINT-FM	\$	892.10	\$	847.50
MBV-XINTLIT-FM	\$	878.90	\$	834.96
MBV-XINTPLU-FM	\$	892.10	\$	847.50
MBV-XINTPRO-FM	\$	892.10	\$	847.50
MBV-XKBD-FM	\$	481.80	\$	457.71
MBV-XKBDLIT-FM	\$	474.10	\$	450.40
MBV-XKBDPLU-FM	\$	481.80	\$	457.71
MBV-XKBDPRO-FM	\$	481.80	\$	457.71
MBV-XLPRLIT-FM	\$	268.40	\$	254.98
MBV-XLPRPLU-FM	\$	271.70	\$	258.12
MBV-XLPRPRO-FM	\$	271.70	\$	258.12
MBV-XMVS-FM	\$	797.50	\$	757.63
MBV-XSITE-FM	\$	566.50	\$	538.18
MBV-XSITEPLU-FM	\$	566.50	\$	538.18
MBV-XSITEPRO-FM	\$	566.50	\$	538.18
MBV-XSUB-FM	\$	2,407.90	\$	2,287.51
MBV-XSUBPLU-FM	\$	1,361.80	\$	1,293.71
MBV-XSUBPRO-FM	\$	2,407.90	\$	2,287.51
MBV-XWST-FM	\$	797.50	\$	757.63
MBV-XWSTLIT-FM	\$	784.30	\$	745.09
MBV-XWSTPLU-FM	\$	797.50	\$	757.63
MBV-XWSTPRO-FM	\$	797.50	\$	757.63
MBV-100WST-100	\$	16,022.60	\$	15,221.47
MBV-100WST-101	\$	16,022.60	\$	15,221.47
MBV-1CHAN-DIP	\$	137.50	\$	130.63
MBV-1DUR-DIP	\$	101.86	\$	96.77
MBV-1FOV-DIP	\$	20.57	\$	19.54

MBV-BLIT	\$	1.17	\$	1.11
MBV-BLIT-DIP	\$	342.10	\$	325.00
MBV-BPLU	\$	2,292.40	\$	2,177.78
MBV-BPLU-DIP	\$	342.10	\$	325.00
MBV-BPRO	\$	6,330.50	\$	6,013.98
MBV-BVWR	\$	1.17	\$	1.11
MBV-BXPAN-DIP	\$	3,469.40	\$	3,295.93
MBV-FEUP-100	\$	401.50	\$	381.43
MBV-FMAPLIT	\$	138.60	\$	131.67
MBV-FMAPPLU	\$	138.60	\$	131.67
MBV-FMAPPRO	\$	138.60	\$	131.67
MBV-FOBJLIT	\$	1,159.40	\$	1,101.43
MBV-FOBJPLU	\$	2,317.70	\$	2,201.82
MBV-FOBJPRO	\$	5,214.00	\$	4,953.30
MBV-FPRILIT	\$	1,035.10	\$	983.35
MBV-FPRIPLU	\$	2,071.30	\$	1,967.74
MBV-FPRIPRO	\$	4,659.60	\$	4,426.62
MBV-M100WSTPRO	\$	2,083.40	\$	1,979.23
MBV-MCHANLIT	\$	18.03	\$	17.13
MBV-MCHANPLU	\$	18.03	\$	17.13
MBV-MCHANPRO	\$	28.60	\$	27.17
MBV-MDURLIT	\$	13.81	\$	13.11
MBV-MDURPLU	\$	13.81	\$	13.11
MBV-MDURPRO	\$	21.22	\$	20.16
MBV-MDURLIT	\$	104.06	\$	98.86
MBV-MDVRPLU	\$	104.06	\$	98.86
MBV-MDVRPRO	\$	104.06	\$	98.86
MBV-MENT	\$	1,102.20	\$	1,047.09
MBV-MFOVLIT	\$	2.70	\$	2.56
MBV-MFOVPLU	\$	2.70	\$	2.56
MBV-MFOVPRO	\$	4.25	\$	4.03
MBV-MINTLIT	\$	58.30	\$	55.39
MBV-MINTPLU	\$	58.30	\$	55.39
MBV-MINTPRO	\$	58.30	\$	55.39
MBV-MKBDLIT	\$	31.90	\$	30.31
MBV-MKBDPLU	\$	31.90	\$	30.31
MBV-MKBDPRO	\$	31.90	\$	30.31
MBV-MLIT	\$	185.90	\$	176.61
MBV-MLIT-DIP	\$	123.20	\$	117.04
MBV-MLPRLIT	\$	17.82	\$	16.93
MBV-MLPRPLU	\$	17.82	\$	16.93
MBV-MLPRPRO	\$	17.81	\$	16.92
MBV-MMAPLIT	\$	18.08	\$	17.18
MBV-MMAPPLU	\$	18.08	\$	17.18

MBV-MMAPPRO	\$	18.08	\$	17.18
MBV-MMVSPLU	\$	52.03	\$	49.43
MBV-MMVSPRO	\$	52.03	\$	49.43
MBV-MOBLIT	\$	150.70	\$	143.17
MBV-MOBLPLU	\$	300.30	\$	285.29
MBV-MOBLPRO	\$	678.70	\$	644.77
MBV-MPLU	\$	293.70	\$	279.02
MBV-MPLU-DIP	\$	425.70	\$	404.42
MBV-MPRILIT	\$	135.30	\$	128.54
MBV-MPRIPLU	\$	269.50	\$	256.03
MBV-MPRIPRO	\$	606.10	\$	575.80
MBV-MPRO	\$	810.70	\$	770.17
MBV-MSITEPLU	\$	37.07	\$	35.22
MBV-MSITEPRO	\$	52.03	\$	49.43
MBV-MSUBPLU	\$	88.99	\$	84.54
MBV-MSUBPRO	\$	157.30	\$	149.44
MBV-MVWR	\$	185.90	\$	176.61
MBV-MWSTLIT	\$	52.03	\$	49.43
MBV-MWSTPLU	\$	52.03	\$	49.43
MBV-MWSTPRO	\$	52.03	\$	49.43
MBV-X100WSTPRO	\$	16,261.30	\$	15,448.24
MBV-XCHAN-100	\$	220.00	\$	209.00
MBV-XCHAN-101	\$	220.00	\$	209.00
MBV-XCHAN-DIP	\$	1,125.30	\$	1,069.04
MBV-XCHANLIT	\$	138.60	\$	131.67
MBV-XCHANLIT-100	\$	137.50	\$	130.63
MBV-XCHANLIT-101	\$	137.50	\$	130.63
MBV-XCHANPLU	\$	138.60	\$	131.67
MBV-XCHANPLU-100	\$	137.50	\$	130.63
MBV-XCHANPLU-101	\$	137.50	\$	130.63
MBV-XCHANPRO	\$	222.20	\$	211.09
MBV-XCHANVWR	\$	75.13	\$	71.37
MBV-XCHAN-VWR	\$	75.35	\$	71.58
MBV-XDUR-100	\$	163.90	\$	155.71
MBV-XDUR-101	\$	163.90	\$	155.71
MBV-XDURLIT	\$	104.28	\$	99.07
MBV-XDURLIT-100	\$	102.63	\$	97.50
MBV-XDURLIT-101	\$	102.63	\$	97.50
MBV-XDURPLU	\$	104.28	\$	99.07
MBV-XDURPLU-100	\$	102.63	\$	97.50
MBV-XDURPLU-101	\$	102.63	\$	97.50
MBV-XDURPRO	\$	167.20	\$	158.84
MBV-XDVR-100	\$	799.70	\$	759.72
MBV-XDVR-101	\$	799.70	\$	759.72

MBV-XDVR-DIP	\$	799.70	\$	759.72
MBV-XDVR-LIT	\$	812.90	\$	772.26
MBV-XDVR-LIT-100	\$	799.70	\$	759.72
MBV-XDVR-LIT-101	\$	799.70	\$	759.72
MBV-XDVR-PLU	\$	812.90	\$	772.26
MBV-XDVR-PLU-100	\$	799.70	\$	759.72
MBV-XDVR-PLU-101	\$	799.70	\$	759.72
MBV-XDVR-PRO	\$	812.90	\$	772.26
MBV-XDVR-VWR	\$	396.00	\$	376.20
MBV-XDVR-VWR	\$	396.00	\$	376.20
MBV-XFOV-100	\$	32.34	\$	30.72
MBV-XFOV-101	\$	33.22	\$	31.56
MBV-XFOV-LIT	\$	20.70	\$	19.67
MBV-XFOV-LIT-100	\$	20.57	\$	19.54
MBV-XFOV-LIT-101	\$	20.57	\$	19.54
MBV-XFOV-PLU	\$	20.70	\$	19.67
MBV-XFOV-PLU-100	\$	20.57	\$	19.54
MBV-XFOV-PLU-101	\$	20.57	\$	19.54
MBV-XFOV-PRO	\$	33.11	\$	31.45
MBV-XINT-100	\$	448.80	\$	426.36
MBV-XINT-101	\$	448.80	\$	426.36
MBV-XINT-DIP	\$	448.80	\$	426.36
MBV-XINT-LIT	\$	455.40	\$	432.63
MBV-XINT-LIT-100	\$	448.80	\$	426.36
MBV-XINT-LIT-101	\$	448.80	\$	426.36
MBV-XINT-PLU	\$	455.40	\$	432.63
MBV-XINT-PLU-100	\$	448.80	\$	426.36
MBV-XINT-PLU-101	\$	448.80	\$	426.36
MBV-XINT-PRO	\$	455.40	\$	432.63
MBV-XKBD-100	\$	243.10	\$	230.95
MBV-XKBD-101	\$	244.20	\$	231.99
MBV-XKBD-DIP	\$	243.10	\$	230.95
MBV-XKBD-LIT	\$	246.40	\$	234.08
MBV-XKBD-LIT-100	\$	243.10	\$	230.95
MBV-XKBD-LIT-101	\$	244.20	\$	231.99
MBV-XKBD-PLU	\$	246.40	\$	234.08
MBV-XKBD-PLU-100	\$	243.10	\$	230.95
MBV-XKBD-PLU-101	\$	244.20	\$	231.99
MBV-XKBD-PRO	\$	246.40	\$	234.08
MBV-XLPR-101	\$	137.50	\$	130.63
MBV-XLPR-DIP	\$	137.50	\$	130.63
MBV-XLPR-LIT	\$	138.60	\$	131.67
MBV-XLPR-LIT-101	\$	137.50	\$	130.63
MBV-XLPR-PLU	\$	138.60	\$	131.67

MBV-XLPRPLU-101	\$	137.50	\$	130.63
MBV-XLPRPRO	\$	138.60	\$	131.67
MBV-XSITE-100	\$	401.50	\$	381.43
MBV-XSITE-101	\$	286.00	\$	271.70
MBV-XSITE-DIP	\$	401.50	\$	381.43
MBV-XSITEPLU	\$	289.30	\$	274.84
MBV-XSITEPLU-100	\$	401.50	\$	381.43
MBV-XSITEPLU-101	\$	286.00	\$	271.70
MBV-XSITEPRO	\$	289.30	\$	274.84
MBV-XSITEVWR	\$	198.00	\$	188.10
MBV-XSITE-VWR	\$	198.00	\$	188.10
MBV-XSUB-100	\$	1,211.10	\$	1,150.55
MBV-XSUB-101	\$	1,211.10	\$	1,150.55
MBV-XSUB-DIP	\$	685.30	\$	651.04
MBV-XSUBPLU	\$	695.20	\$	660.44
MBV-XSUBPLU-101	\$	685.30	\$	651.04
MBV-XSUBPRO	\$	1,228.70	\$	1,167.27
MBV-XWST-100	\$	401.50	\$	381.43
MBV-XWST-101	\$	401.50	\$	381.43
MBV-XWST-DIP	\$	401.50	\$	381.43
MBV-XWSTLIT	\$	407.00	\$	386.65
MBV-XWSTLIT-100	\$	401.50	\$	381.43
MBV-XWSTLIT-101	\$	401.50	\$	381.43
MBV-XWSTPLU	\$	407.00	\$	386.65
MBV-XWSTPLU-100	\$	401.50	\$	381.43
MBV-XWSTPLU-101	\$	401.50	\$	381.43
MBV-XWSTPRO	\$	407.00	\$	386.65
MHW-S380RB-4H5Y	\$	9,920.90	\$	9,424.86
MHW-S380RB-NBD5Y	\$	5,415.30	\$	5,144.54
MHW-S380RB-SC	\$	14,171.30	\$	13,462.74
MHW-WZ2G9-GPU	\$	4,963.20	\$	4,715.04
MHW-WZ4G5-HEN3	\$	5,142.50	\$	4,885.38
MIC-7100I-SNSHLD-W	\$	151.80	\$	144.21
MIC-7504-Z12BR	\$	15,374.70	\$	14,605.97
MIC-7504-Z12GR	\$	15,374.70	\$	14,605.97
MIC-7504-Z12WR	\$	15,374.70	\$	14,605.97
MIC-7522-Z30B	\$	9,992.40	\$	9,492.78
MIC-7522-Z30BR	\$	12,255.10	\$	11,642.35
MIC-7522-Z30G	\$	9,992.40	\$	9,492.78
MIC-7522-Z30GR	\$	12,255.10	\$	11,642.35
MIC-7522-Z30W	\$	9,992.40	\$	9,492.78
MIC-7522-Z30WR	\$	12,255.10	\$	11,642.35
MIC-7602-Z30B	\$	11,860.20	\$	11,267.19
MIC-7602-Z30BR	\$	14,536.50	\$	13,809.68

MIC-7602-Z30G	\$	11,860.20	\$	11,267.19
MIC-7602-Z30GR	\$	14,536.50	\$	13,809.68
MIC-7602-Z30W	\$	11,860.20	\$	11,267.19
MIC-7602-Z30WR	\$	14,536.50	\$	13,809.68
MIC-7604-Z12BR	\$	16,908.10	\$	16,062.70
MIC-7604-Z12GR	\$	16,908.10	\$	16,062.70
MIC-7604-Z12WR	\$	16,908.10	\$	16,062.70
MIC-9502-Z30BQS	\$	31,872.50	\$	30,278.88
MIC-9502-Z30BVF	\$	47,808.20	\$	45,417.79
MIC-9502-Z30BVF9	\$	43,128.80	\$	40,972.36
MIC-9502-Z30BVS	\$	45,037.30	\$	42,785.44
MIC-9502-Z30BVS9	\$	43,463.20	\$	41,290.04
MIC-9502-Z30GQS	\$	31,872.50	\$	30,278.88
MIC-9502-Z30GVF	\$	47,808.20	\$	45,417.79
MIC-9502-Z30GVF9	\$	46,511.30	\$	44,185.74
MIC-9502-Z30WQS	\$	31,872.50	\$	30,278.88
MIC-9502-Z30WVF	\$	48,764.10	\$	46,325.90
MIC-9502-Z30WVF9	\$	46,511.30	\$	44,185.74
MIC-9502-Z30WVS	\$	45,037.30	\$	42,785.44
MIC-9502-Z30WVS9	\$	43,463.20	\$	41,290.04
MIC-9K-IP67-5PK	\$	523.60	\$	497.42
MIC-9K-SNSHLD-W	\$	387.20	\$	367.84
MIC-ALM-WAS-24	\$	379.50	\$	360.53
MIC-CMB-BD	\$	293.70	\$	279.02
MIC-CMB-MG	\$	244.20	\$	231.99
MIC-CMB-WD	\$	293.70	\$	279.02
MIC-DCA-HB	\$	221.10	\$	210.05
MIC-DCA-HBA	\$	364.10	\$	345.90
MIC-DCA-HG	\$	242.00	\$	229.90
MIC-DCA-HGA	\$	364.10	\$	345.90
MIC-DCA-HW	\$	221.10	\$	210.05
MIC-DCA-HWA	\$	364.10	\$	345.90
MIC-ILB-400	\$	1,136.30	\$	1,079.49
MIC-ILG-400	\$	1,136.30	\$	1,079.49
MIC-ILW-400	\$	1,136.30	\$	1,079.49
MIC-IP67-5PK	\$	254.10	\$	241.40
MIC-M25XNPT34	\$	108.90	\$	103.46
MIC-PMB	\$	313.50	\$	297.83
MIC-SCA-BD	\$	179.30	\$	170.34
MIC-SCA-MG	\$	179.30	\$	170.34
MIC-SCA-WD	\$	179.30	\$	170.34
MIC-SPR-BD	\$	161.70	\$	153.62
MIC-SPR-MG	\$	161.70	\$	153.62
MIC-SPR-WD	\$	161.70	\$	153.62

MIC-WKT-IR	\$	132.00	\$	125.40
MIC-WMB-BD	\$	462.00	\$	438.90
MIC-WMB-MG	\$	506.00	\$	480.70
MIC-WMB-WD	\$	462.00	\$	438.90
MNT-ICP-ADC	\$	39.27	\$	37.31
MNT-ICP-FDC	\$	37.84	\$	35.95
MNT-RIS-FDC	\$	5.26	\$	5.00
MSD-064G	\$	84.81	\$	80.57
MSD-128G	\$	152.90	\$	145.26
MSD-256G	\$	302.50	\$	287.38
KIT-ANW-CNR	\$	17,463.60	\$	16,590.42
KIT-ANW-POL	\$	18,834.20	\$	17,892.49
KIT-SAFER-GOOD-EXT	\$	14,797.20	\$	14,057.34
KIT-SAFER-GOOD-INT	\$	13,382.60	\$	12,713.47
MVC-CT-DIN	\$	-	\$	-
MVC-CT-FLX	\$	-	\$	-
MVC-CT-PTZ	\$	-	\$	-
MVC-IAA	\$	-	\$	-
MVC-IAA-GUN	\$	896.50	\$	851.68
MVC-IVA-APC	\$	245.30	\$	233.04
MVC-IVA-DGS	\$	416.90	\$	396.06
MVC-IVA-IT	\$	455.40	\$	432.63
MVC-IVA-LPR	\$	416.90	\$	396.06
MVC-IVA-LPRX	\$	731.50	\$	694.93
MVC-IVA-MMR	\$	416.90	\$	396.06
MVC-IVA-PER	\$	245.30	\$	233.04
MVC-IVA-PPE	\$	763.40	\$	725.23
MVC-IVA-TRA	\$	455.40	\$	432.63
MVC-IVA-VGD	\$	3,298.90	\$	3,133.96
MVC-FIPM	\$	360.80	\$	342.76
MVS-MW-2D	\$	1,502.60	\$	1,427.47
MVS-MW-4D	\$	2,862.20	\$	2,719.09
NBA-7070-LI	\$	183.70	\$	174.52
NBA-7070-LIT	\$	183.70	\$	174.52
NBA-7070-LW	\$	275.00	\$	261.25
NBA-7070-LWT	\$	275.00	\$	261.25
NBA-7070-PA0	\$	377.30	\$	358.44
NBA-7070-PA1	\$	462.00	\$	438.90
NBA-7070-PA2	\$	419.10	\$	398.15
NBA-7070-PFT	\$	330.00	\$	313.50
NBA-7080-PMIP	\$	33.00	\$	31.35
NBE-3702-AL	\$	589.60	\$	560.12
NBE-3702-AL-GOV	\$	651.20	\$	618.64
NBE-3703-AL	\$	676.50	\$	642.68

NBE-3703-AL-GOV	\$	745.80	\$	708.51
NBE-5702-AL	\$	996.60	\$	946.77
NBE-5702-AL-GOV	\$	1,095.60	\$	1,040.82
NBE-5703-AL	\$	1,085.70	\$	1,031.42
NBE-5703-AL-GOV	\$	1,195.70	\$	1,135.92
NBE-5704-AL	\$	1,318.90	\$	1,252.96
NBE-5704-AL-GOV	\$	1,448.70	\$	1,376.27
NBE-7702-ALX	\$	2,132.90	\$	2,026.26
NBE-7702-ALXT	\$	2,398.00	\$	2,278.10
NBE-7703-ALX	\$	2,379.30	\$	2,260.34
NBE-7703-ALXT	\$	2,644.40	\$	2,512.18
NBE-7704-AL	\$	2,625.70	\$	2,494.42
NBE-7704-ALT	\$	2,976.60	\$	2,827.77
NBE-7704-ALX	\$	3,765.30	\$	3,577.04
NBN-63013-B	\$	920.70	\$	874.67
NBN-63023-B	\$	993.30	\$	943.64
NBN-65023-B	\$	1,060.40	\$	1,007.38
NBN-73013-BA	\$	1,241.90	\$	1,179.81
NBN-73023-BA	\$	1,392.60	\$	1,322.97
NBN-75023-BA	\$	1,376.10	\$	1,307.30
NBN-80052-BA	\$	1,680.80	\$	1,596.76
NBN-MCSMB-03M	\$	30.69	\$	29.16
NBN-MCSMB-30M	\$	30.69	\$	29.16
NCA-WLAN-NA	\$	124.30	\$	118.09
NDA-3081-4S	\$	38.17	\$	36.26
NDA-3081-PC	\$	67.32	\$	63.95
NDA-4020-PIP	\$	29.15	\$	27.69
NCE-7703-FK	\$	2,161.50	\$	2,053.43
NCE-7703-FK-GOV	\$	2,381.50	\$	2,262.43
NDA-5030-PIP	\$	26.62	\$	25.29
NDA-5031-PIP	\$	29.15	\$	27.69
NDA-5070-CBL	\$	54.67	\$	51.94
NDA-5070-CBLI	\$	57.31	\$	54.44
NDA-5070-IC	\$	81.07	\$	77.02
NDA-5070-LWMT	\$	76.45	\$	72.63
NDA-5070-PC	\$	73.70	\$	70.02
NDA-5070-PIP	\$	26.18	\$	24.87
NDA-5070-PIPW	\$	58.74	\$	55.80
NDA-5070-PLEN	\$	88.66	\$	84.23
NDA-5070-TBL	\$	58.74	\$	55.80
NDA-5070-TBLI	\$	61.49	\$	58.42
NDA-5080-CMB	\$	73.59	\$	69.91
NDA-5080-PC	\$	81.29	\$	77.23
NDA-5080-PIP	\$	29.15	\$	27.69

NDA-5080-PIPW	\$	59.95	\$	56.95
NDA-5080-TM	\$	44.77	\$	42.53
NDA-5081-PC	\$	80.96	\$	76.91
NDA-5081-PIP	\$	29.15	\$	27.69
NDA-5081-PLEN	\$	67.43	\$	64.06
NDA-5081-TM	\$	44.33	\$	42.11
NDA-7080-CBB	\$	102.30	\$	97.19
NDA-7080-FP	\$	125.40	\$	119.13
NDA-7080-IR940	\$	254.10	\$	241.40
NDA-7100-PEN	\$	300.30	\$	285.29
NDA-7100-PENF	\$	464.20	\$	440.99
NDA-7100-PIPE	\$	166.10	\$	157.80
NDA-7100-PIPEF	\$	393.80	\$	374.11
NDA-8001-IP	\$	70.62	\$	67.09
NDA-PEND-WPLATE	\$	114.40	\$	108.68
NDA-6090-PMA	\$	169.40	\$	160.93
NDA-3082-CND	\$	149.60	\$	142.12
NDA-7010-PIP	\$	29.15	\$	27.69
NDA-7040-PIP	\$	29.15	\$	27.69
NDA-7050-PIPW	\$	75.68	\$	71.90
NDA-7051-CA	\$	106.81	\$	101.47
NDA-7051-PIPW	\$	82.83	\$	78.69
NDA-7100-PA0	\$	623.70	\$	592.52
NDA-7100-PA0F	\$	710.60	\$	675.07
NDA-7100-PA0H	\$	645.70	\$	613.42
NDA-7100-PA0HF	\$	661.10	\$	628.05
NDA-7100-PA1H	\$	629.20	\$	597.74
NDA-7100-PA1HF	\$	698.50	\$	663.58
NDA-7100-PA2H	\$	629.20	\$	597.74
NDA-7100-PA2HF	\$	698.50	\$	663.58
NDA-8000-CBL	\$	36.52	\$	34.69
NDA-8000-PC	\$	84.81	\$	80.57
NDA-8000-PIP	\$	29.15	\$	27.69
NDA-8000-PIPW	\$	54.78	\$	52.04
NDA-8000-SP	\$	46.53	\$	44.20
NDA-8000-TBL	\$	36.52	\$	34.69
NDA-8000-WP	\$	27.28	\$	25.92
NDA-8001-IC	\$	75.35	\$	71.58
NDA-8001-PLEN	\$	117.70	\$	111.82
NDA-9501-PMA	\$	155.10	\$	147.35
NDA-ADPTR-NPTMET	\$	24.75	\$	23.51
NDA-ADT4S-MINDOME	\$	17.51	\$	16.64
NDA-ADTVEZ-DOME	\$	13.13	\$	12.48
NDA-FMT-DOME	\$	54.01	\$	51.31

NDA-MCSMB-03M	\$	30.03	\$	28.53
NDA-MCSMB-30M	\$	44.99	\$	42.74
NDA-SMB-CMT	\$	80.08	\$	76.08
NDA-SMB-MICSMB	\$	62.59	\$	59.46
NDA-SMB-MINISMB	\$	73.04	\$	69.39
NDA-U-CBB	\$	36.41	\$	34.59
NDA-U-CBBS	\$	55.55	\$	52.77
NDA-U-CMT	\$	115.50	\$	109.73
NDA-U-CONV1T15	\$	33.11	\$	31.45
NDA-U-DWMT	\$	246.40	\$	234.08
NDA-U-PA0	\$	233.20	\$	221.54
NDA-U-PA1	\$	301.40	\$	286.33
NDA-U-PMAL	\$	115.50	\$	109.73
NDA-U-PMAS	\$	101.09	\$	96.04
NDA-U-PMT	\$	51.81	\$	49.22
NDA-U-PMTE	\$	42.13	\$	40.02
NDA-U-PMTG	\$	59.73	\$	56.74
NDA-U-PMTS	\$	54.01	\$	51.31
NDA-U-PSMB	\$	33.33	\$	31.66
NDA-U-PSU0H	\$	234.30	\$	222.59
NDA-U-PSU1H	\$	276.10	\$	262.30
NDA-U-PSU2H	\$	276.10	\$	262.30
NDA-3083-BH	\$	61.05	\$	58.00
NDA-3083-LWMT	\$	90.42	\$	85.90
NDA-3083-PIP	\$	30.14	\$	28.63
NDA-3083-PLEN	\$	86.35	\$	82.03
NDA-3083-SMB	\$	42.46	\$	40.34
NDA-3083-TBLE	\$	36.85	\$	35.01
NDA-3083-TBLV	\$	51.04	\$	48.49
NDA-7080-TC	\$	138.60	\$	131.67
NDA-8000-CND	\$	76.01	\$	72.21
NDA-8000-HCBL	\$	61.05	\$	58.00
NDA-8000-PCIR	\$	80.96	\$	76.91
NDA-8000-PIPWIR	\$	86.02	\$	81.72
NDA-8000-WPIR	\$	61.05	\$	58.00
NDA-8001-ICIR	\$	80.96	\$	76.91
NDA-8001-PLENIR	\$	123.20	\$	117.04
NDA-MCBNC-01M	\$	28.60	\$	27.17
NDA-U-RMT	\$	464.20	\$	440.99
NDA-U-WMP	\$	204.60	\$	194.37
NDA-U-WMT	\$	59.84	\$	56.85
NDA-U-WMTG	\$	68.31	\$	64.89
NDE-3702-AL	\$	540.10	\$	513.10
NDE-3702-AL-GOV	\$	596.20	\$	566.39

NDE-3703-AL	\$	634.70	\$	602.97
NDE-3703-AL-GOV	\$	697.40	\$	662.53
NDE-3703-AL-IO	\$	1,196.80	\$	1,136.96
NDE-5702-A	\$	819.50	\$	778.53
NDE-5702-AL	\$	930.60	\$	884.07
NDE-5703-A	\$	1,078.00	\$	1,024.10
NDE-5703-AL	\$	1,152.80	\$	1,095.16
NDE-5704-A	\$	1,255.10	\$	1,192.35
NDE-5704-AL	\$	1,318.90	\$	1,252.96
NDE-7604-AL	\$	2,008.60	\$	1,908.17
NDE-8502-R	\$	1,912.90	\$	1,817.26
NDE-8502-RXT	\$	2,090.00	\$	1,985.50
NDE-8512-RX	\$	1,753.40	\$	1,665.73
NDE-8512-RXT	\$	1,991.00	\$	1,891.45
NDE-8513-R	\$	1,962.40	\$	1,864.28
NDE-8513-RX	\$	1,819.40	\$	1,728.43
NDE-8513-RXT	\$	2,060.30	\$	1,957.29
NDE-8514-R	\$	1,950.30	\$	1,852.79
NDE-8702-RX	\$	1,753.40	\$	1,665.73
NDE-8702-RX-H	\$	1,866.70	\$	1,773.37
NDE-8702-RXL	\$	1,936.00	\$	1,839.20
NDE-8702-RXL-H	\$	2,053.70	\$	1,951.02
NDE-8702-RXT	\$	1,893.10	\$	1,798.45
NDE-8702-RXT-H	\$	1,954.70	\$	1,856.97
NDE-8703-R	\$	1,867.80	\$	1,774.41
NDE-8703-R-H	\$	1,929.40	\$	1,832.93
NDE-8703-RL	\$	2,054.80	\$	1,952.06
NDE-8703-RL-H	\$	2,116.40	\$	2,010.58
NDE-8703-RT	\$	1,955.80	\$	1,858.01
NDE-8703-RT-H	\$	2,016.30	\$	1,915.49
NDE-8703-RX	\$	1,813.90	\$	1,723.21
NDE-8703-RX-H	\$	1,929.40	\$	1,832.93
NDE-8703-RXL	\$	1,996.50	\$	1,896.68
NDE-8703-RXL-H	\$	2,116.40	\$	2,010.58
NDE-8703-RXT	\$	1,955.80	\$	1,858.01
NDE-8703-RXT-H	\$	2,016.30	\$	1,915.49
NDE-8704-R	\$	1,936.00	\$	1,839.20
NDE-8704-R-H	\$	2,053.70	\$	1,951.02
NDE-8704-RL	\$	2,117.50	\$	2,011.63
NDE-8704-RL-H	\$	2,240.70	\$	2,128.67
NDE-8704-RT	\$	2,080.10	\$	1,976.10
NDE-8704-RT-H	\$	2,141.70	\$	2,034.62
NDE-8704-RX	\$	2,213.20	\$	2,102.54
NDE-8704-RX-H	\$	2,339.70	\$	2,222.72

NDE-8704-RXL	\$	2,395.80	\$	2,276.01
NDE-8704-RXL-H	\$	2,526.70	\$	2,400.37
NDI-3702-A	\$	434.50	\$	412.78
NDI-3702-A-GOV	\$	476.30	\$	452.49
NDI-3702-A-IO	\$	864.60	\$	821.37
NDI-3702-AL	\$	495.00	\$	470.25
NDI-3702-AL-GOV	\$	545.60	\$	518.32
NDI-3703-A	\$	546.70	\$	519.37
NDI-3703-A-GOV	\$	602.80	\$	572.66
NDI-3703-AL	\$	591.80	\$	562.21
NDI-3703-AL-GOV	\$	652.30	\$	619.69
NDI-5503-A	\$	1,158.30	\$	1,100.39
NDI-5503-AL	\$	1,243.00	\$	1,180.85
NDM-7702-A	\$	2,128.50	\$	2,022.08
NDM-7702-AL	\$	2,381.50	\$	2,262.43
NDM-7703-A	\$	2,700.50	\$	2,565.48
NDM-7703-AL	\$	3,025.00	\$	2,873.75
NDN-IOC-30M	\$	71.39	\$	67.82
NDP-5522-Z30	\$	1,993.20	\$	1,893.54
NDP-5522-Z30C	\$	2,149.40	\$	2,041.93
NDP-5522-Z30L	\$	2,280.30	\$	2,166.29
NDP-5533-Z30L	\$	3,142.70	\$	2,985.57
NDP-7512-Z30	\$	4,133.80	\$	3,927.11
NDP-7512-Z30CT	\$	3,903.90	\$	3,708.71
NDP-7512-Z30K	\$	4,218.50	\$	4,007.58
NDP-7602-Z30CT	\$	4,629.90	\$	4,398.41
NDP-7602-Z30K	\$	3,412.20	\$	3,241.59
NDP-7602-Z40	\$	4,667.30	\$	4,433.94
NDP-7602-Z40L	\$	5,327.30	\$	5,060.94
NDP-7604-Z12L	\$	6,765.00	\$	6,426.75
NDP-7802-Z40	\$	4,667.30	\$	4,433.94
NDP-7802-Z40L	\$	5,326.20	\$	5,059.89
NDP-7804-Z12L	\$	6,765.00	\$	6,426.75
NPD-9501A-G	\$	605.00	\$	574.75
NDA-7100-BUBIR	\$	205.70	\$	195.42
NDS-5703-F360	\$	930.60	\$	884.07
NDS-5703-F360-GOV	\$	1,072.50	\$	1,018.88
NDS-5703-F360LE	\$	1,183.60	\$	1,124.42
NDS-5703-F360LE-GOV	\$	1,364.00	\$	1,295.80
NDS-5704-F360	\$	1,139.60	\$	1,082.62
NDS-5704-F360-GOV	\$	1,259.50	\$	1,196.53
NDS-5704-F360LE	\$	1,447.60	\$	1,375.22
NDS-5704-F360LE-GOV	\$	1,586.20	\$	1,506.89
NDE-5702-A-GOV	\$	899.80	\$	854.81

NDE-5702-AL-GOV	\$	1,028.50	\$	977.08
NDE-5703-A-GOV	\$	1,232.00	\$	1,170.40
NDE-5703-AL-GOV	\$	1,263.90	\$	1,200.71
NDE-5704-A-GOV	\$	1,504.80	\$	1,429.56
NDE-5704-AL-GOV	\$	1,447.60	\$	1,375.22
NDV-5702-A	\$	687.50	\$	653.13
NDV-5702-A-GOV	\$	760.10	\$	722.10
NDV-5702-AL	\$	776.60	\$	737.77
NDV-5702-AL-GOV	\$	854.70	\$	811.97
NDV-5703-A	\$	948.20	\$	900.79
NDV-5703-A-GOV	\$	1,133.00	\$	1,076.35
NDV-5703-AL	\$	1,006.50	\$	956.18
NDV-5703-AL-GOV	\$	1,103.30	\$	1,048.14
NDV-5704-A	\$	1,133.00	\$	1,076.35
NDV-5704-A-GOV	\$	1,353.00	\$	1,285.35
NDV-5704-AL	\$	1,271.60	\$	1,208.02
NDV-5704-AL-GOV	\$	1,393.70	\$	1,324.02
NDV-8502-R	\$	1,544.40	\$	1,467.18
NDV-8502-RX	\$	1,619.20	\$	1,538.24
NDV-8503-R	\$	1,568.60	\$	1,490.17
NDV-8503-RX	\$	1,691.80	\$	1,607.21
NDV-8504-R	\$	1,839.20	\$	1,747.24
NEZ-A4-SMB	\$	40.81	\$	38.77
NBT-8700-F03QF	\$	6,043.40	\$	5,741.23
NBT-8700-F05QF	\$	6,043.40	\$	5,741.23
NBT-8700-F09QF	\$	6,043.40	\$	5,741.23
NBT-8700-F18QF	\$	6,043.40	\$	5,741.23
NBT-8701-F06VF	\$	10,420.30	\$	9,899.29
NBT-8701-F14VF	\$	10,420.30	\$	9,899.29
NBT-8701-F25VF	\$	12,410.20	\$	11,789.69
NBT-8701-F42VF	\$	15,396.70	\$	14,626.87
NHA-U-WMT	\$	114.40	\$	108.68
NHT-8000-F07QF	\$	6,517.50	\$	6,191.63
NHT-8000-F07QS	\$	6,517.50	\$	6,191.63
NHT-8000-F19QF	\$	6,517.50	\$	6,191.63
NHT-8000-F19QS	\$	6,517.50	\$	6,191.63
NHT-8001-F09VF	\$	10,420.30	\$	9,899.29
NHT-8001-F09VS	\$	11,237.60	\$	10,675.72
NHT-8001-F17VF	\$	10,420.30	\$	9,899.29
NHT-8001-F17VS	\$	11,237.60	\$	10,675.72
NHT-8001-F35VF	\$	12,411.30	\$	11,790.74
NHT-8001-F35VS	\$	12,411.30	\$	11,790.74
NHT-8001-F65VF	\$	16,605.60	\$	15,775.32
NHT-8001-F65VS	\$	16,605.60	\$	15,775.32

NIN-63013-A3	\$	1,201.20	\$	1,141.14
NIN-63013-A3S	\$	1,249.60	\$	1,187.12
NIN-73013-A10A	\$	1,524.60	\$	1,448.37
NIN-73013-A10AS	\$	1,574.10	\$	1,495.40
NIN-73013-A3AS	\$	1,574.10	\$	1,495.40
NIN-73023-A10AS	\$	1,725.90	\$	1,639.61
NIN-73023-A3AS	\$	1,725.90	\$	1,639.61
NIN-DMY	\$	73.59	\$	69.91
NIR-50940-MRP	\$	1,008.70	\$	958.27
NPD-5001-POE	\$	111.10	\$	105.55
NPD-5004-POE	\$	357.50	\$	339.63
NPD-6001C	\$	232.10	\$	220.50
NPD-6001C-BT	\$	258.50	\$	245.58
NPD-6001C-E	\$	508.20	\$	482.79
NPD-6001C-EBT	\$	551.10	\$	523.55
NPD-6001-I	\$	508.20	\$	482.79
NPD-6001-IBT	\$	551.10	\$	523.55
NPD-9001-E	\$	563.20	\$	535.04
NPD-9001-EBT	\$	709.50	\$	674.03
NPD-6001B	\$	247.50	\$	235.13
NPD-9501A	\$	514.80	\$	489.06
NPD-9501-E	\$	699.60	\$	664.62
NUE-3702-F02	\$	394.90	\$	375.16
NUE-3702-F02-GOV	\$	433.40	\$	411.73
NUE-3702-F04	\$	394.90	\$	375.16
NUE-3702-F04-GOV	\$	433.40	\$	411.73
NUE-3702-F06	\$	394.90	\$	375.16
NUE-3702-F06-GOV	\$	433.40	\$	411.73
NUE-3703-F02	\$	479.60	\$	455.62
NUE-3703-F02-GOV	\$	524.70	\$	498.47
NUE-3703-F04	\$	479.60	\$	455.62
NUE-3703-F04-GOV	\$	524.70	\$	498.47
NUE-3703-F06	\$	479.60	\$	455.62
NUE-3703-F06-GOV	\$	524.70	\$	498.47
NUV-3702-F02	\$	365.20	\$	346.94
NUV-3702-F02-GOV	\$	402.60	\$	382.47
NUV-3702-F04	\$	365.20	\$	346.94
NUV-3702-F04-GOV	\$	402.60	\$	382.47
NUV-3702-F04H	\$	412.50	\$	391.88
NUV-3702-F06	\$	365.20	\$	346.94
NUV-3702-F06-GOV	\$	402.60	\$	382.47
NUV-3703-F02	\$	449.90	\$	427.41
NUV-3703-F02-GOV	\$	497.20	\$	472.34
NUV-3703-F02H	\$	496.10	\$	471.30

NUV-3703-F04	\$	449.90	\$	427.41
NUV-3703-F04-GOV	\$	497.20	\$	472.34
NUV-3703-F06	\$	449.90	\$	427.41
NUV-3703-F06-GOV	\$	497.20	\$	472.34
PSU-IIR-100	\$	199.10	\$	189.15
PSU-IIR-35	\$	77.44	\$	73.57
PSU-IIR-60	\$	144.10	\$	136.90
S1385	\$	70.95	\$	67.40
S1460	\$	40.81	\$	38.77
SD-064G	\$	92.84	\$	88.20
SD-128G	\$	152.90	\$	145.26
SD-256G	\$	302.50	\$	287.38
SFP-2	\$	243.10	\$	230.95
SFP-25	\$	343.20	\$	326.04
SFP-26	\$	343.20	\$	326.04
SFP-3	\$	243.10	\$	230.95
ST650	\$	331.10	\$	314.55
TC8235GIT	\$	209.00	\$	198.55
TC9208	\$	30.47	\$	28.95
TC9210U	\$	27.28	\$	25.92
TC9210US	\$	22.99	\$	21.84
TC9212	\$	67.32	\$	63.95
TC9311PM3T	\$	430.10	\$	408.60
UHI-OG-0	\$	168.30	\$	159.89
UHI-OGS-0	\$	178.20	\$	169.29
UHO-HBGS-11	\$	270.60	\$	257.07
UHO-HBGS-61	\$	309.10	\$	293.65
UHO-HBPS-11	\$	311.30	\$	295.74
UHO-HGS-11	\$	226.60	\$	215.27
UHO-POE-10	\$	304.70	\$	289.47
UML-245-90	\$	572.00	\$	543.40
UML-274-90	\$	2,005.30	\$	1,905.04
UML-275-90	\$	1,716.00	\$	1,630.20
UML-324-90	\$	2,262.70	\$	2,149.57
UML-434-90	\$	3,040.40	\$	2,888.38
UML-554-90	\$	4,818.00	\$	4,577.10
UMM-LCDUB-RM	\$	144.10	\$	136.90
UMM-LED27-SD	\$	145.20	\$	137.94
UMM-LW-20B	\$	111.10	\$	105.55
UMM-LW-30B	\$	184.80	\$	175.56
UMM-WMT-32	\$	149.60	\$	142.12
UPA-1220-60	\$	28.05	\$	26.65
UPA-2430-60	\$	33.55	\$	31.87
UPA-2450-60	\$	43.23	\$	41.07

VDA-445DMY-S	\$	77.33	\$	73.46
VDA-455CBL	\$	37.29	\$	35.43
VDA-455SMB-IP	\$	65.56	\$	62.28
VDA-455TBL	\$	40.81	\$	38.77
VDA-455UTP	\$	74.47	\$	70.75
VDA-70112-SMB	\$	65.56	\$	62.28
VDA-AD-JNB	\$	132.00	\$	125.40
VDA-CMT-DOME	\$	140.80	\$	133.76
VDA-CMT-PTZDOME	\$	160.60	\$	152.57
VDA-KIT-1	\$	115.50	\$	109.73
VDA-KIT-2	\$	114.40	\$	108.68
VDA-PLEN-DOME	\$	123.20	\$	117.04
VDA-PMTC-DOME	\$	57.53	\$	54.65
VDA-PMT-DOME	\$	83.16	\$	79.00
VDA-POMT-PTZDOME	\$	129.80	\$	123.31
VDA-WMT-DOME	\$	88.44	\$	84.02
VG4-A-9541	\$	128.70	\$	122.27
VG4-A-9542	\$	128.70	\$	122.27
VG4-A-9543	\$	115.50	\$	109.73
VG4-A-PA0	\$	271.70	\$	258.12
VG4-A-PA1	\$	282.70	\$	268.57
VG4-A-PSU1	\$	201.30	\$	191.24
VG4-SFPSECT	\$	1,014.20	\$	963.49
VGA-BUBBLE-CCLA	\$	85.03	\$	80.78
VGA-BUBBLE-IK10	\$	93.39	\$	88.72
VGA-BUBBLE-PCLA	\$	90.42	\$	85.90
VGA-BUBBLE-PTIA	\$	90.42	\$	85.90
VGA-BUBHD-CCLA	\$	129.80	\$	123.31
VGA-BUBLRG-CTIA	\$	77.33	\$	73.46
VGA-IC-SP	\$	75.35	\$	71.58
VGA-PEND-ARM	\$	169.40	\$	160.93
VGA-PEND-WPLATE	\$	78.98	\$	75.03
VGA-SBOX-COVER	\$	73.92	\$	70.22
VJD-7533	\$	3,437.50	\$	3,265.63
VJD-IPM-X8C	\$	114.40	\$	108.68
VJD-KBD-X1	\$	160.60	\$	152.57
VJD-VOCS-1D	\$	157.30	\$	149.44

State of Nebraska Department of Correctional Services
REQUEST FOR PROPOSAL FOR SERVICES CONTRACT

SOLICITATION NUMBER	RELEASE DATE
122975 O3	October 10, 2025
OPENING DATE AND TIME	PROCUREMENT CONTACT
November 5, 2025, 2:00 p.m. Central Time	Christie Kelly

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), Nebraska Department of Correctional Services (NDCS), is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide **Closed Circuit Television (CCTV) /Security Systems Site Support and Service at NDCS Facilities**. 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 execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for TWO (2) additional ONE (1) 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.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited services, this solicitation may be used to procure the solicited services for up to TWO (2) years from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the bidder's solicitation response was evaluated, and 3) the bidder will honor the bidder's original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.html>.

An optional Solicitation Conference will be held on October 21, 2025, via WebEx.

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 awarded solicitation response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

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

These postings will include the entire solicitation response. The bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should 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 BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder'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, 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.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR SERVICES CONTRACT	i
GLOSSARY OF TERMS.....	v
ACRONYM LIST	ix
ACRONYM LIST FOR FACILITIES/AGENCIES	x
I. PROCUREMENT PROCEDURE	11
A. GENERAL INFORMATION.....	11
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS	11
C. SCHEDULE OF EVENTS	11
D. WRITTEN QUESTIONS AND ANSWERS	12
E. SOLICITATION CONFERENCE (OPTIONAL)	13
F. NOTICE OF INTENT TO ATTEND OPTIONAL SOLICITATION CONFERENCE	13
G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)	13
H. ETHICS IN PUBLIC CONTRACTING	13
I. DEVIATIONS FROM THE SOLICITATION.....	13
J. SUBMISSION OF SOLICITATION RESPONSES	13
K. SOLICITATION PREPARATION COSTS	14
L. FAILURE TO COMPLY WITH SOLICITATION.....	14
M. SOLICITATION RESPONSE CORRECTIONS.....	15
N. LATE SOLICITATION RESPONSES	15
O. BID OPENING	15
P. SOLICITATION REQUIREMENTS	15
Q. EVALUATION COMMITTEE.....	15
R. EVALUATION OF SOLICITATION RESPONSES	15
S. BEST AND FINAL OFFER.....	16
T. REFERENCE AND CREDIT CHECKS	16
U. AWARD	16
V. "LUMP SUM" OR "ALL OR NONE" SOLICITATION RESPONSES.....	17
W. REJECTION OF SOLICITATION RESPONSES	17
X. PRICES & COST CLARIFICATION	17
II. TERMS AND CONDITIONS	18
A. GENERAL.....	18
B. NOTIFICATION	19
C. BUYER'S REPRESENTATIVE	19
D. GOVERNING LAW (Nonnegotiable).....	19
E. BEGINNING OF WORK & SUSPENSION OF SERVICES.....	19
F. AMENDMENT.....	19
G. CHANGE ORDERS OR SUBSTITUTIONS	19
H. RECORD OF VENDOR PERFORMANCE	20
I. NOTICE OF POTENTIAL VENDOR BREACH	20
J. BREACH.....	20
K. NON-WAIVER OF BREACH.....	20
L. SEVERABILITY	20
M. INDEMNIFICATION	20
N. ATTORNEY'S FEES	21
O. ASSIGNMENT, SALE, OR MERGER.....	21
P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE	21
Q. FORCE MAJEURE	21
R. CONFIDENTIALITY	21
S. EARLY TERMINATION	22
T. CONTRACT CLOSEOUT	22
U. PROHIBITED PRODUCTS.....	22

V.	AMERICANS WITH DISABILITIES ACT.....	22
III.	VENDOR DUTIES.....	23
A.	INDEPENDENT VENDOR / OBLIGATIONS.....	23
B.	FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable).....	24
C.	EMPLOYEE WORK ELIGIBILITY STATUS.....	24
D.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)	24
E.	COOPERATION WITH OTHER VENDORS	24
F.	DISCOUNTS.....	24
G.	PRICES	24
H.	PERMITS, REGULATIONS, LAWS	25
I.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	25
J.	INSURANCE REQUIREMENTS	25
K.	ANTITRUST.....	27
L.	CONFLICT OF INTEREST	27
M.	STATE PROPERTY.....	27
N.	SITE RULES AND REGULATIONS.....	27
O.	NDCS SECURITY	27
P.	ADVERTISING	28
Q.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable).....	28
R.	DISASTER RECOVERY/BACK UP PLAN.....	28
S.	DRUG POLICY	28
T.	WARRANTY	28
U.	TIME IS OF THE ESSENCE.....	28
IV.	PAYMENT	29
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable).....	29
B.	TAXES (Nonnegotiable).....	29
C.	INVOICES.....	29
D.	PAYMENT (Nonnegotiable).....	29
E.	LATE PAYMENT (Nonnegotiable).....	30
F.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable).....	30
G.	RIGHT TO AUDIT (First Paragraph is Nonnegotiable).....	30
V.	PROJECT DESCRIPTION AND SCOPE OF WORK	31
A.	PROJECT OVERVIEW.....	31
B.	CURRENT NDCS FACILITIES LOCATED THROUGHOUT THE STATE	31
C.	PROJECT ENVIRONMENT.....	31
D.	PROJECT REQUIREMENTS	32
E.	BUSINESS REQUIREMENTS	33
F.	SCOPE OF WORK	34
G.	PARTS REPLACEMENT	34
H.	WORK PLAN	34
I.	TECHNICAL REQUIREMENTS.....	35
J.	REMOTE ACCESS (VPN).....	35
K.	PRIOR TO ANY INSTALLATION.....	35
L.	SOFTWARE/FIRMWARE REQUIREMENTS	35
M.	DELIVERABLES	36
	CONTRACTUAL AGREEMENT FORM.....	38
	INTENT TO ATTEND “OPTIONAL” SOLICITATION CONFERENCE.....	39
	NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES	40

GLOSSARY OF TERMS

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

Addendum/Addenda: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award)

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

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: Electronic network for financial transactions in the United States

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

Best and Final Offer: In a competitive solicitation, the final offer submitted which contains Vendor's most favorable terms for price

Bid: See "Solicitation Response"

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a Solicitation Response

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/Federal recognized holidays

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

Cancellation: To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

Catalog/Non-Core: A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

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

Collusion: An agreement or cooperation between two (2) or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

Commodities: Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

Competition: The effort or action of two (2) or more commercial interests to obtain the same business from third parties

Confidential Information: See "Proprietary Information"

Contraband: Illegal, illicit, or prohibited goods that the incarcerated population are prohibited from having in their possession or that are brought into a correctional facility. This includes, but not limited to, items such as drugs, weapons, or items prohibited in the area being monitored, such as cell phones.

Contract: An agreement between two (2) 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: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

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

Contract Period: The duration of the contract

Contractor: See "Vendor"

Cooperative Purchasing: The combining of requirements of two (2) or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

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

Cost Sheet: A document that the Vendor is required to complete in the prescribed format to show the Vendor's pricing to provide the commodities or perform the services requested.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

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

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

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

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 Destination: The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

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

Goods: See "Commodities"

Installation Date: The date when the procedures described in "Installation by Vendor" 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

Late Solicitation Response: A solicitation response 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 Vendor 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

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

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

Must: See "Shall"

National Institute for Governmental Purchasing: Source used for assignment of universal commodity codes to goods and services

Non-core: See “Catalog”

Non-Responsive Solicitation Response: Any solicitation response that does not comply with the requirements of the solicitation or cannot be evaluated against the other solicitation responses

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

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

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 that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back

Pat Search: Procedure used by Law Enforcement and Correctional Officers that involves patting down the outer surfaces of a person's clothing, and by separately inspecting hats, jackets, shoes and pockets to check for contraband objects. A pat search can also refer to a thorough search of property entering the facility

Payroll & Financial Center: Electronic procurement system of record

Personal Property: See “Commodities”

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: The person designated to receive communications and to communicate

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 that produces unintended results or actions or that 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: See “Solicitation Response”

Proprietary Information: Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) 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 the solicitation or resultant contract under SPB's Protest Policy.

Quote: See “Solicitation Response”

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

Release Date: The date of public release of the solicitation

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 Period”

Request for Proposal: See “Solicitation”

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

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

Shall: 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

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal

Solicitation Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

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

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

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

Termination: Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that 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 subcontractors 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 Vendor 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 of service

Vendor: An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract

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

Will: See "Shall"

Work Day: See "Business Day"

ACRONYM LIST

ACH: Automated Clearing House

ADA: Americans with Disabilities Act

ARO: After Receipt of Order

BAFO: Best and Final Offer

BVMS: Bosch Video Management System

CAP: Corrective Action Plan

CCTV: Closed Circuit Television

COI: Certificate of Insurance

DHCP: Dynamic Host Configuration Protocol

DNS: Domain Name System

FCC: Federal Communications Commission

F.O.B.: Free on Board

ICT: Information and Communication Technology

IP: Internet Protocol

IT: Information Technology

LAN: Local Area Network

MB: Megabytes

NIGP: National Institute for Governmental Purchasing

NTP: Network Time Protocol

NVR: Network Video Recorder

PA: Participating Addendum

PCO: Procurement Contracts Officer

POC: Point of Contact

PoE: Power over Ethernet

RFP: Request for Proposal

TBD: To Be Determined

UPS: Uninterrupted Power Source

VLAN: Virtual Local Area Network

VMS: Video Management System

VPN: Virtual Private Network

WAN: Wide Area Network

ACRONYM LIST FOR FACILITIES/AGENCIES

CCCL: Community Correctional Center-Lincoln

CCCO: Community Correctional Center-Omaha

CO: Central Office

DAS: Department of Administrative Services

NCCW: Nebraska Correctional Center for Women

NCYF: Nebraska Correctional Youth Facility

NDCS: Nebraska Department of Correctional Services

NSP: Nebraska State Penitentiary

OCC: Omaha Correctional Center

OCIO: Nebraska Office of the Chief Information Officer

RTC: Reception & Treatment Center

SPB: State Purchasing Bureau

TSCI: Tecumseh State Correctional Institution

WEC: Work Ethic Camp

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing **Closed Circuit Television (CCTV) / Security Systems Site Support and Service at NDCS Facilities** at a competitive and reasonable cost.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses 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 NDCS. The POC for the procurement is as follows:

RFP Number: 122975 O3
Name: Christie Kelly, Procurement Contract Officer
Agency: Nebraska Department of Correctional Services
Address: 801 W Prospector Pl. Bldg. 1
Lincoln, NE 68522
Telephone: 402-479-5934
E-Mail: dcspurchasing@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 bidder 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 NDCS 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 the 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.

C. 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 ShareFile 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		
ACTIVITY		DATE/TIME
1.	Release of Solicitation:	October 10, 2025
2.	Last day to submit "Intent to Attend Solicitation Conference-Form A": ShareFile link for uploading "Intent to Attend Solicitation Conference-Form A": https://nebraska.sharefile.com/r-r75c67114e9f74a94818445f8854aa98e	October 17, 2025
3.	Optional "Solicitation Conference" via WebEx: Join Webex Meeting: https://sonvideo.webex.com/sonvideo/j.php?MTID=me49e75729c671074bcbad2b306ac358a Join from the Meeting Link: https://sonvideo.webex.com/sonvideo/j.php?MTID=m06096cd4f03d3860b2a30951c23cc45e Join by Meeting Number: Meeting Number (Access Code): 2495 977 5212 Meeting Password: yiYE9J2iMC3	October 21, 2025 11:00 AM Central Time
4.	Last day to submit written questions after "Solicitation Conference": ShareFile link for uploading "Solicitation Conference" questions: https://nebraska.sharefile.com/r-rfb4a04024b3f4f4dab4e925069da9ee6	October 28, 2025
5.	State responds to written questions through solicitation "Addendum" to be posted to the Internet at: (agency web address) and/or http://das.nebraska.gov/materiel/bidopps.html	October 31, 2025
6.	Electronic Solicitation Opening – Online Via Webex: IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES. ShareFile Electronic Solicitation Submission Link: https://nebraska.sharefile.com/r-r1e0afac501dc44c388456f2676034c3c Join Webex Meeting https://sonvideo.webex.com/sonvideo/j.php?MTID=m2e052770fe45c870a7a27172d5d06a2c Join from the Meeting Link: https://sonvideo.webex.com/sonvideo/j.php?MTID=m8b99c563f13565ae63d0bfa4be356041 Join by Meeting Number: Meeting Number (Access Code): 2497 243 9664 Meeting Password: A3MmaMvPZ23	November 5, 2025 2:00 PM Central Time
7.	Review for conformance to solicitation requirements	TBD
8.	Evaluation period	TBD
9.	Post "Intent to Award" to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	TBD
10.	Contract finalization period	TBD
11.	Contract award	TBD
12.	Contract start date	TBD

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to NDCS and clearly marked "Solicitation Number 122975 O3; **Closed Circuit Television (CCTV) / Security Systems Site Support and Service at NDCS Facilities** Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the solicitation Schedule of Events, Section I.C.

It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

E. SOLICITATION CONFERENCE (OPTIONAL)

An "Optional" Solicitation Conference will be held per the Schedule of Events. Attendance at the solicitation conference is optional. Vendors 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 solicitation process, and relevant to all Vendors will be answered in writing and posted at <https://das.nebraska.gov/materiel/bidopps.html>. 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 Vendor during the conference. If a Vendor 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 OPTIONAL SOLICITATION CONFERENCE

Vendors should notify NDCS of their intent to attend the optional Solicitation Conference by uploading the "Intent to Attend the Solicitation Conference-Form A" using the ShareFile link provided in the Schedule of Events, Section I.C.

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

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may 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:

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>. If required, this should be accomplished prior to the execution of the contract.

H. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is 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 bidding process;
2. Utilizing 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 solicitation response on behalf of another Party or entity; and,
5. Colluding with any person or entity to influence the bidding process, submit sham solicitation responses, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the State.

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

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

I. DEVIATIONS FROM THE SOLICITATION

The requirements contained in the solicitation (Sections II through V) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through V must be clearly defined by the bidder in its solicitation response 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 SOLICITATION RESPONSES

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

Pages of the solicitation response may be consecutively numbered throughout the entire solicitation response or may be numbered consecutively within sections of the solicitation response. Figures and tables should be numbered and referenced in the text by that number. Figures and tables 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.

***** DO NOT SUBMIT DOCUMENTS**

***** THAT CAN ONLY BE ACCESSED WITH A PASSWORD, UNLESS OTHERWISE ADVISED *****

Bidders Must Submit Solicitation Responses Via the ShareFile Link for Uploading Solicitation Response(s) Provided in the Schedule of Events, Section I.C.

1. Note: Not all browsers are compatible with ShareFile. Currently Google Chrome, Internet Explorer, Microsoft Edge, Safari, and Firefox are compatible.
2. After the bidder clicks the solicitation response 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.**
3. **Submission of Solicitation Response and Proprietary Information.**
 - 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.
4. **Electronic Solicitation Response File Names**
 - a. The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:
 - i. If One (1) file is submitted for One (1) solicitation response:
122975 O3 Company Name
 - ii. If multiple files are submitted for One (1) solicitation response, add number of files to file names:
122975 O3 Company Name File 1 of 2,
122975 O3 Company Name File 2 of 2, etc.
 - iii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
122975 O3 Company Name Response 1 File 1 of 2,
122975 O3 Company Name Response 2 File 1 of 2, etc.

The "Contractual Agreement Form" 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 "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.

K. SOLICITATION PREPARATION COSTS

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

L. FAILURE TO COMPLY WITH SOLICITATION

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 bidder's solicitation response;

2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative documentation regarding Vendor Performance;
5. Termination of the resulting contract;
6. Legal action; and,
7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

M. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the “Bid Opening” by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the electronic solicitation response file with the latest date/time stamp will be accepted.

The corrected solicitation response file naming convention should be identified as:

- a. Corrected 122975 O3 Company Name Response #1 File 1 of 2,
- b. Corrected 122975 O3 Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response 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 SOLICITATION RESPONSES

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

O. BID OPENING

The Bid Opening will consist of opening solicitation responses and announcing the names of bidders. Responses **WILL NOT** be available for viewing by those present at the opening. Responses will be posted to the SPB website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

P. SOLICITATION REQUIREMENTS

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

1. Original “Contractual Agreement Form” signed manually in ink or by DocuSign;
2. Clarity and responsiveness;
3. Completed Sections II through IV; and,
4. Completed Cost Sheet.

Q. EVALUATION COMMITTEE

Solicitation Responses are evaluated by members of the Evaluation Committee. The Evaluation Committee will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee 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 response and further administrative actions.

R. EVALUATION OF SOLICITATION RESPONSES

All solicitation responses that are deemed responsive to the solicitation will be evaluated based on the following:

1. Cost Sheet.

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section II.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 bidder, 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 bidder, 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 (a) of this paragraph and (ii) the management and daily business operations of the business are controlled by one or more persons described in (a) of this paragraph. 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 solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the Contractual Agreement Form under "Vendor 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 Vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. 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,
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent (50%) of the stock is owned by one (1) or more persons described in subdivision (a) of this subsection, and the management and daily business operations of the business are controlled by one (1) 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 bidder from consideration of the preference.

S. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a BAFO.

The State reserves the right to conduct more than one (1) BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

T. 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 solicitation response, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a solicitation response, withdraw an intent to award, or rescind the award of a contract.

U. AWARD

The State reserves the right to evaluate solicitation responses 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 solicitation responses, 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;
2. Extend the date and time of a solicitation;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one (1) or more Vendors; or,
9. Award one (1) or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Bidder qualifications and capabilities; and,
6. State contract management requirements and/or costs.

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 bidder 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/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf

V. "LUMP SUM" OR "ALL OR NONE" SOLICITATION RESPONSES

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

"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION RESPONSE AND COST SHEET (IF APPLICABLE)

W. REJECTION OF SOLICITATION RESPONSES

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

X. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.F. and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section II as Written" or "Exceptions Taken to Terms and Conditions Within Section II as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and,
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section II as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section II as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response 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 has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) 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; and,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

1. Solicitation, including any attachments and addenda;
2. Questions and Answers;
3. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
4. Addendum to Contract Award (if applicable); and,
5. Amendments to the Contract. (if applicable).

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) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise 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 Vendor.

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

Bidder and State shall identify the contract manager who shall serve as the POC for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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. BUYER'S REPRESENTATIVE

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 bidder will be provided with 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 (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.

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

The State may, at any time and without any advance notice, require the Vendor 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 an order, the Vendor 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 be resumed when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, 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 Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor 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 Vendor 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 Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor 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 good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of NDCS*****

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor 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

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, delivery receipt requested; 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.

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

K. 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.

L. 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.

M. INDEMNIFICATION

1. GENERAL

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

2. INTELLECTUAL PROPERTY

The Vendor 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 Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor 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 Vendor has indemnified the State, the Vendor shall, at the Vendor'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 Vendor, and the State may receive the remedies provided under this Solicitation.

3. PERSONNEL

The Vendor 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 Vendor.

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. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

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

N. ATTORNEY'S FEES

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

O. ASSIGNMENT, SALE, OR MERGER

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

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor 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 Vendor 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 performs all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions of the contract, including price, 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 Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

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") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations

established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, 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 shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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. Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders;
 - e. An involuntary proceeding has been commenced by any Party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
 - f. A voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
 - g. Vendor intentionally discloses confidential information;
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one (1) 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 Vendor's routine back up procedures;
4. Cooperate with any successor Vendor, person, or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Vendor, 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 Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

U. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the FCC's Covered List found at [List of Equipment and Services Covered By Section 2 of The Secure Networks Act | Federal Communications Commission](#).

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List Found at [OFAC Consolidated and Other Sanctions Lists Page - Sanctions List Service](#).

V. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section III as Written" or "Exceptions Taken to Vendor Duties Within Section III as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and,
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section III as Written (Initial)	Exceptions Taken to Vendor Duties Within Section III as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor 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 bidder's solicitation response 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 Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

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

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

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor

subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

The vendor shall ensure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor 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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor 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 Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>.
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor 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 Vendors 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

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

F. 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 solicitation response. 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.

G. PRICES

Prices submitted on the cost sheet shall be net, including transportation and delivery charges fully prepaid by the bidder, FOB Destination named in the Solicitation. **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.

Prices submitted on the cost sheet, once accepted by the State, shall remain fixed for the first year of the contract. Any price increase request subsequent to the first year of the contract must be submitted in writing to NDCS a minimum of thirty (30) days

prior to the requested start date of the price increase. **Documentation will be required by the State to support the price increase request.**

NDCS reserves the right to deny any requested price increase. No price increases are to be billed to NDCS prior to the 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.

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

J. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide NDCS a current COI verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor 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 NDCS that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide NDCS with copies of each subcontractor's COI evidencing the required coverage.

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

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

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor 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, NDCS may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor 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 Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor 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 Vendor 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 Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s).** This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

3. EVIDENCE OF COVERAGE

The Vendor shall furnish the Contract Manager, via email, with a COI coverage complying with the above requirements prior to beginning work at:

122975 O3

Nebraska Department of Correctional Services
Attn: Purchasing Department
801 W. Prospector Place, Bldg. 1
Lincoln, NE 68522
dcs.purchasing@nebraska.gov

These certificates or the cover sheet shall reference the solicitation 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 Vendor to maintain such insurance, then the Vendor 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 Vendor.

K. ANTITRUST

The Vendor 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.

L. CONFLICT OF INTEREST

By submitting a solicitation response, the vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor 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, the vendor shall provide with its solicitation response 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 solicitation response evaluation.

M. STATE PROPERTY

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

N. SITE RULES AND REGULATIONS

The Vendor 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 Vendor 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 Vendor.

O. NDCS SECURITY

1. Vendor's personnel shall be subject to NDCS background security checks prior to their arrival on site and will always carry proper identification with them while on facility grounds.
2. Vendor shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an incarcerated individual or parolee if such person subjects an incarcerated individual or parolee to sexual penetration or sexual contact, because an incarcerated individual or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' incarcerated individuals. The Vendor will promptly notify NDCS if allegations of sexual abuse or contact become known.
3. Vendor shall make his or her employees aware of the NDCS, Policy 112.31 (Code of Ethics and Conduct). Vendor may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct).
4. Vendor shall inform his or her personnel of the NDCS 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 Vendor's locked vehicle while on NDCS-owned or controlled property.
5. Vendor and his or her personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
6. Wireless devices and/or cellular phones, including smart watches or other electronic devices which can connect with the internet, are prohibited at NDCS facilities unless prior approval is given. **If wireless devices are necessary for use on site at NDCS, the Vendor will seek prior approval to carry such devices by requesting the "Cellular**

Device Institutional Use Report” form. This form will need to be completed, submitted, and approved before any such devices are allowed into any facility.

Providing a wireless device, cellular phone, or electronic communication device to an incarcerated individual of any facility is strictly prohibited, per Policy 104.05. Electronic Communication Devices.

P. ADVERTISING

The Vendor 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.

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all ICT, developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

R. DISASTER RECOVERY/BACK UP PLAN

The Vendor 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.

S. DRUG POLICY

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

T. WARRANTY

Despite any clause to the contrary, the Vendor 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 Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor 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.

U. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section IV as Written" or "Exceptions Taken to Payment clauses Within Section IV as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and,
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section IV as Written (Initial)	Exceptions Taken to Payment Clauses Within Section IV as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[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 (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor 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 Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payment must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor'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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

Invoices for payment must be submitted by the Vendor to NDCS monthly.

Invoices To: NE Department of Correctional Services
Attn: 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

D. PAYMENT (Nonnegotiable)

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 Vendor 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 Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

E. LATE PAYMENT (Nonnegotiable)

The Vendor 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).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal 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 Vendor reasonable written notice prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor 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 Vendor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor 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 Vendor 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 Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor 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 Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

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 three percent (3%) of the total contract billing, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor 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 Vendor agrees to correct any material weaknesses or conditions 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

1. **CCTV / Security Systems Site Support and Service at all NDCS Facilities** shall consist of maintenance, repair, firmware/software upgrades, installation, and supplementary parts for the current video surveillance systems as well as upgrades of existing systems that are no longer under current warranty coverage.
2. **All work will be approved and reviewed in advance by the NDCS Engineering Project Management Team.**
3. **Equipment repairs, in addition to the services outlined in these terms and conditions and resulting contract, emergency or otherwise, must be pre-approved by NDCS.**
4. NDCS will provide Contractor(s) and their personnel with access to all equipment covered under the terms and conditions and resulting contract. The Contractor, upon completion of service or inspection, will return all systems to full operational status.
5. Labor not bid as part of each facility's scheduled maintenance will be billed based on rates listed on a "time and materials" basis, with labor charges reflecting the rate bid by the successful Contractor(s).
6. **An NDCS contact list will be provided to the successful Vendor(s) upon contract award(s) and will be updated by NDCS as it becomes necessary.**

B. CURRENT NDCS FACILITIES LOCATED THROUGHOUT THE STATE.

NOTE: If additional NDCS facilities come online, or no longer require services, during the period of the resulting contract(s) they will be added, or removed, through the Amendment process.

1. **Lincoln, Nebraska Facilities:**
 - a. Community Corrections Center – Lincoln (CCCL).
 - b. NDCS Central Office, Building #1 (CO).
 - c. Nebraska State Penitentiary (NSP).
 - d. Reception and Treatment Center (RTC).
2. **Omaha, Nebraska Facilities:**
 - a. Community Corrections Center – Omaha (CCCO).
 - b. Nebraska Correctional Youth Facility (NCYF).
 - c. Omaha Correctional Center (OCC).
3. **Tecumseh, Nebraska Facility:**
 - a. Tecumseh State Correctional Institution (TSCI).
4. **York, Nebraska Facility:**
 - a. Nebraska Correctional Center for Women (NCCW).
5. **McCook, Nebraska Facility:**
 - a. Work Ethic Camp (WEC).
6. **Please go to the NDCS website for specific facility locations and information at <https://corrections.nebraska.gov>.**

C. PROJECT ENVIRONMENT

1. **CCTV / Security Systems Site Support and Service work will be performed inside a secure correctional environment.**
 - a. Contractor(s) and their personnel must abide by all NDCS safety and security requirements.
 - b. **Contractor(s) and their personnel must submit to NDCS security clearance checks and approval granted before the Contractor(s) and their personnel arrive to begin working.**
 - c. If Contractor(s) and/or their personnel fail a security check or violates NDCS security policies while on site, they will be escorted off-site and will not be allowed to continue.

- d. Contractor(s) must provide enough personnel to perform the work scheduled.
- e. **The Contractor(s) will provide certified and trained personnel for the performance of duties.**
- f. When the resulting contract(s) is awarded, the successful Contractor(s) will submit a list to the NDCS Engineering Project Management Team designating primary and secondary service technicians and contact information, including, at a minimum, contact names, phone numbers and email addresses, for each NDCS facility to provide continuity of operations.

YES	NO	
		a. Please advise, below, how many business days it will take the Contractor(s) to provide the NDCS Engineering Project Management Team with the service technician contact list specified above (should be before any work commences by the Contractor(s)).
EXPAND ON BIDDER RESPONSE HERE:		

D. PROJECT REQUIREMENTS

1. Current Video Surveillance Systems:

FACILITIES	VIDEO SURVEILLANCE SYSTEMS MANUFACTURER/MODEL
Central Office, Building #1, Lincoln	Bosch BVMS
Community Corrections Center Lincoln, Lincoln	Bosch BVMS
Community Corrections Center Omaha, Omaha	Bosch BVMS
Nebraska Correctional Center for Women, York	Bosch BVMS
Nebraska Correctional Youth Facility, Omaha	Bosch BVMS
Nebraska State Penitentiary, Lincoln	QVms
Omaha Correctional Center-Omaha	Bosch BVMS
Reception and Treatment Center, Lincoln	Bosch BVMS
Tecumseh State Correctional Institution, Tecumseh	Bosch BVMS
Work Ethic Camp, McCook	Panasonic ASM970

2. Requirements Specific to Each Facility:

FACILITIES	REQUIREMENTS SPECIFIC TO FACILITY
Central Office, Building #1, Lincoln	The contractor shall provide service and maintenance for the current video surveillance system for CO consisting of Bosch digital components, NVR, VMS, workstations and Bosch Enterprise Server.
Community Corrections Center Lincoln, Lincoln	The contractor shall provide service and maintenance for the current video surveillance system for CCCL consisting of Bosch digital components, NVR, and VMS workstations.
Community Corrections Center Omaha, Omaha	The contractor shall provide service and maintenance for the current video surveillance system for CCCO consisting of Bosch digital and components, NVR, and VMS workstations
Nebraska Correctional Center for Women, York	The contractor shall provide service and maintenance for the current video surveillance system for NCCW consisting of Bosch digital and components, NVR, workstations, and VMS. Note: The video surveillance, door control and intercom systems are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.
Nebraska Correctional Youth Facility, Omaha	The contractor shall provide service and maintenance for the current video surveillance system for NCYF consisting of Bosch digital and analog components, NVR workstations, and VMS.

	Note: The video surveillance, door control and intercom systems are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.
Nebraska State Penitentiary, Lincoln	The contractor shall provide service and maintenance for the current video surveillance system for RTC consisting of Bosch digital and analog components, NVR, and VMS. Note: The video surveillance, door control and intercom system are not integrated to work together. Currently the NVR and VMS are integrated into door control and intercom system
Omaha Correctional Center-Omaha, Omaha	The contractor shall provide service and maintenance for the current video surveillance system for OCC consisting of Bosch digital and analog components, NVR, workstations, and VMS. Note: The video surveillance, door control and intercom systems are not integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.
Reception and Treatment Center, Lincoln	The contractor shall provide service and maintenance for the current video surveillance system for RTC consisting of Bosch digital and analog components, NVR, workstations, and VMS. Note: The video surveillance, door control and intercom system are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom system
Tecumseh State Correctional Institution, Tecumseh	The contractor shall provide service and maintenance for the current video surveillance system for TSCI consisting of Bosch digital and analog components, NVR, workstations and VMS. Note: The video surveillance, door control and intercom systems are all integrated to work together. Currently the NVR and VMS are integrated into door control and intercom systems.
Work Ethic Camp, McCook	The contractor shall provide service and maintenance for the current video surveillance system for WEC consisting of Panasonic digital components to include Cameras, Encoders, NVR, and VMS, as well as Phillips analog components and workstations. Note: The video surveillance, door control and intercom systems are all integrated to work together.

E. BUSINESS REQUIREMENTS

- The successful Vendor(s) must be currently in business and have been for a minimum of ten (10) consecutive years, having maintained Bosch and Panasonic systems with a minimum of 150 devices detailed herein over the past five (5) years.**
- The Vendor should provide, with the proposal, with a minimum of two (2) references from customers:**

REFERENCE NUMBER ONE (1):	
Name of Company:	
Name of Reference:	
Address:	
Phone Number (Office):	
Phone Number (Cell):	
Email Address:	

Do You Currently Maintain Surveillance Systems:	
How Many Years' Experience Do You Have Maintaining Surveillance Systems (Please Provide Dates):	
Type of System(s) Maintained (Bosch and/or Panasonic):	
How Many Devices Maintained (Bosch):	
How Many Devices Maintained (Panasonic):	

REFERENCE NUMBER TWO (2):	
Name of Company:	
Name of Reference:	
Address:	
Phone Number (Office):	
Phone Number (Cell):	
Email Address:	
Do You Currently Maintain Surveillance Systems:	
How Many Years' Experience Do You Have Maintaining Surveillance Systems (Please Provide Dates):	
Type of System(s) Maintained (Bosch and/or Panasonic):	
How Many Devices Maintained (Bosch):	
How Many Devices Maintained (Panasonic):	

F. SCOPE OF WORK

1. Vendor shall provide a total of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system. When possible, updates and backups can be completed remotely as needed.
2. Other site requests will be included at contract labor rate schedule for the following but not limited to camera installation, camera troubleshooting and repair, wiring installation, programing changes, and other components related to the function and use of the CCTV / Security Systems.

G. PARTS REPLACEMENT

1. **Catalog(s) and/or Price List(s) for all "Replacement Parts" should be submitted with the Proposal.**
2. The Catalog(s) and/or Price List(s) for all "Replacement Parts" must show the regular retail price of the part, the percentage of discount as proposed in the "Catalog/Non-Core Replacement Parts-Provide Percentage Discount Off Regular Retail Replacement Parts Below" section of the "Proposal Submission Sheet", and the final discounted price of all "Replacement Parts".
3. All "Replacement Parts" must be pre-approved by a member of the NDCS Engineering Project Management Team.
4. Any parts that are replaced must be returned to NDCS staff for disposal.

H. WORK PLAN

1. Upon initial visit to each facility, the Vendor shall extract all programming and configurations from all CCTV / Security Systems. One (1) copy of the extracted information shall be stored with the Vendor and one (1) copy is to be sent to the VPN Computer E: drive at NDCS Engineering. All copies shall be updated and maintained as current during the contract period.
2. The Vendor will be required to access the system through individual VPN accounts in order to comply with NDCS' requirement that logical access is restricted. These individual VPN accounts will be controlled and authorized by NDCS through the OCIO. All ICS devices will be locked in telecom rooms located at each facility and will be on a separate network system protected by NDCS firewall policies.
3. Vendor use of a State supplied VPN shall begin only after notification from and/or approval by the NDCS Engineering Project Management Team. Time spent supporting the systems via VPN shall count towards the contracted two (2) hours of support.
4. The Vendor will be required to provide revision updates to NDCS for the installed software.

5. Onsite hours worked shall be scheduled in advance, due to escort concerns, with the NDCS Engineering Project Management Team and/or Facility designee with Site contacts and mutually agreed upon with Contractor.

I. TECHNICAL REQUIREMENTS

1. NDCS Will Provide the Following to the Vendor:

- a. 10/100/1000 Mb data switch ports on existing equipment in controlled communications rooms (all NDCS network equipment is plugged into UPS equipment and monitored 24x7);
- b. VLAN and IP/subnet information for contractor's equipment;
- c. DHCP;
- d. DNS;
- e. NTP; and,
- f. PoE upon request.

J. REMOTE ACCESS (VPN)

1. The NDCS Engineering Project Management Team will provide the Contractor with a maximum of three individual VPN accounts upon request. The VPN system for the State of Nebraska is provided by the OCIO.
2. The Vendor shall notify the NDCS Engineering Project Management Team about the need for remote access. The NDCS Engineering Project Management Team will send the OCIO VPN form to the Vendor and the Vendor will return one (1) form for each person who needs access. The form will be signed by the NDCS Engineering Project Management Team for authorization, and then the form will be given to NDCS IT to review network policies. IT will submit the request to OCIO and when the account is ready, IT will send connection instructions to the Vendor directly.
3. Vendor shall maintain the entire program system and components for the life of the contract. The Server provided by the Vendor will be utilized for the control system only.

K. PRIOR TO ANY INSTALLATION

1. Vendor Will Provide at a Minimum:

- a. Network horizontal cabling from contractor's equipment to NDCS network;
- b. The current standard for NDCS is Yellow Cat6 and plenum rated;
- c. **The NDCS Engineering Project Management and IT teams must pre-approve all network cabling plans to ensure industry standards, facility standards, and codes are met;**
- d. The Vendor will perform a site survey to determine where all new equipment will be installed and how to route cabling to the nearest existing telecommunications room; and,
- e. **The Vendor will communicate with the NDCS Engineering Project Management Team prior to installation of all conduits for Cat6 cabling and power.**

2. Vendor Will Provide the Following Information BEFORE Installation Begins:

- a. Network diagrams or schematics that show logical or physical connectivity of system;
- b. Port requirements – speed and duplex;
- c. Firewall rule sets and other special network requirements; and,
- d. Other LAN and WAN requirements - bandwidth or protocols.

L. SOFTWARE/FIRMWARE REQUIREMENTS

1. The Vendor must identify if the software will need to be installed on existing State workstations or if the Vendor will be supplying new workstations due to software/firmware upgrades.

YES	NO	
		a. Will software need to be installed by the Vendor on existing State workstations?
		b. Will Vendor be supplying new workstations?
EXPAND ON BIDDER RESPONSE HERE:		

2. The Vendor will need to identify if their application is web-based or a separate Windows-based application.

YES	NO	
		a. Will the application be web-based?
		b. Will the application be a separate Windows-based application?
EXPAND ON BIDDER RESPONSE HERE:		

3. **As of this time, any new software installed on State workstations will need to be compatible with Windows 11 Enterprise 64 bit and Edge and/or Chrome compatible.** If special client configurations or plugins are required, the Vendor must specify in advance. This information must be communicated with the NDCS IT Department in advance of any upgrades.

YES	NO	
		a. Will special client configurations or plugins be required?
EXPAND ON BIDDER RESPONSE HERE:		

4. If new servers are required for a project, the physical location for those servers must be identified.

YES	NO	
		a. Will new servers be required for a project?
		i. If "YES", please identify the physical locations below.
EXPAND ON BIDDER RESPONSE HERE:		

5. If a server is serving multiple sites, a Virtual Server should be placed at the State of Nebraska Data Center for Enterprise Services. **If a server is placed at each site, it will need to be a rack mount server (as opposed to a desktop computer) and it will need proper housing such as a rack in a communications room that has proper environmental controls, power, and cooling.**

YES	NO	
		a. Will the server serve multiple sites?
		i. If "YES", will a Virtual Server be placed at the State of Nebraska Data Center for Enterprise Services?
		ii. If a server is placed at multiple sites, it shall be a rack mount server and will need a proper housing rack in a communications room that has proper environmental controls, power, and cooling.
EXPAND ON BIDDER RESPONSE HERE:		

M. DELIVERABLES

- The Vendor shall provide installation, repair, and maintenance to include but not limited to the entire systems as listed and any upgrades, changes, or additions for the covered video surveillance systems.
- All required information must be provided to the NDCS Engineering Project Management Team on an Excel document for each site.
- The Vendor shall perform inspections and non-emergency services from 7:00 A.M. through 3:30 P.M. -Monday through Friday.

4. Vendor shall respond to all non-emergency service requests or questions within forty-eight (48) hours for WEC. All other sites shall have a response time of twenty-four (24) hours.
5. All routine service shall be coordinated in advance with facility staff during normal business hours, Monday through Friday.
6. A legible copy of the inspection report, test results, services performed, and recommended improvements will be submitted to the Facility Maintenance Supervisor Manager or designee and NDCS Engineering Project Management Team upon completion of service.
7. Complete, itemized documentation of all testing, preventative maintenance, and service shall be kept at both the facility and with the Vendor.

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 NAME:	
ADDRESS:	
PHONE:	
EMAIL:	
BIDDER NAME & TITLE:	
SIGNATURE:	
DATE:	

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

NAME:	
TITLE:	
PHONE:	
EMAIL:	

FORM A
INTENT TO ATTEND “OPTIONAL” SOLICITATION CONFERENCE
Solicitation Number 122975 O3

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

The “Intent to Attend “Optional” Solicitation Conference” form should be uploaded using the ShareFile link provided in the Schedule of Events, Section I.C.

**NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
SUPPLEMENTAL CONTRACT INFORMATION
SOLICITATION NUMBER 122975 O3**

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 and submit with your solicitation response documents. 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, Vendors, subcontractors, 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.	Incorporated companies, please provide the following information: Name of Corporate Entity: _____ Principle Office Address: _____ Registered Agent and Office Address: _____		
5.	Non-Incorporated Companies please provide the following information: Owner: _____		

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.

Company President Signature

Date

122975 03 PROPOSAL SUBMISSION SHEET

CLOSED CIRCUIT TELEVISION (CCTV)/SECURITY SYSTEMS SITE SUPPORT AND SERVICE AT NDCS FACILITIES

VENDOR NAME: _____

DATE: _____

CLOSED CIRCUIT TELEVISION (CCTV) SITE SUPPORT AND SERVICE AT NDCS FACILITIES				INITIAL CONTRACT TERM						RENEWAL ONE (1)		RENEWAL TWO (2)	
				YEAR ONE (1)		YEAR TWO (2)		YEAR THREE (3)		YEAR FOUR (4)		YEAR FIVE (5)	
LINE #	"CORE" MONTHLY SERVICE VISITS FOR THE FOLLOWING FACILITIES	QTY	UOM	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE
1	COMMUNITY CORRECTIONS CENTER-LINCOLN, LINCOLN Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO		\$ -		\$ -		\$ -		\$ -		\$ -
2	NDCS CENTRAL OFFICE, BUILDING #1, LINCOLN Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO		\$ -		\$ -		\$ -		\$ -		\$ -
3	NEBRASKA STATE PENITENTIARY, LINCOLN Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO		\$ -		\$ -		\$ -		\$ -		\$ -
4	RECEPTION AND TREATMENT CENTER, LINCOLN Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO		\$ -		\$ -		\$ -		\$ -		\$ -
5	COMMUNITY CORRECTIONS CENTER-OMAHA, OMAHA Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO		\$ -		\$ -		\$ -		\$ -		\$ -
6	NEBRASKA CORRECTIONAL YOUTH FACILITY, OMAHA Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO		\$ -		\$ -		\$ -		\$ -		\$ -
7	OMAHA CORRECTIONAL CENTER, OMAHA Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO		\$ -		\$ -		\$ -		\$ -		\$ -
8	TECUMSEH STATE CORRECTIONAL INSTITUTION, TECUMSEH Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO		\$ -		\$ -		\$ -		\$ -		\$ -
9	NEBRASKA CORRECTIONAL CENTER FOR WOMEN, YORK Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO		\$ -		\$ -		\$ -		\$ -		\$ -
10	WORK ETHIC CAMP, MCCOOK Maximum of two (2) labor hours monthly for system software updates and/or system backup logs of the video surveillance system.	12	MO		\$ -		\$ -		\$ -		\$ -		\$ -
LINE #	HOURLY SERVICE RATES FOR FACILITY LOCATIONS BELOW (TRIP CHARGES, FUEL SURCHARGES, & MILEAGE TO BE INCLUDED IN BID PRICE)	QTY	UOM	YEAR ONE (1)		YEAR TWO (2)		YEAR THREE (3)		YEAR FOUR (4)		YEAR FIVE (5)	
				BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE	BID PRICE	EXT PRICE
11	LINCOLN FACILITIES BASE RATE, PER HOUR Normal Business Hours, Monday thru Friday.	100	HR		\$ -		\$ -		\$ -		\$ -		\$ -
12	LINCOLN FACILITIES OVERTIME RATE, PER HOUR Outside Normal Business Hours.	100	HR		\$ -		\$ -		\$ -		\$ -		\$ -
13	OMAHA FACILITIES BASE RATE, PER HOUR Normal Business Hours, Monday thru Friday.	50	HR		\$ -		\$ -		\$ -		\$ -		\$ -
14	OMAHA FACILITIES OVERTIME RATE, PER HOUR Outside Normal Business Hours.	50	HR		\$ -		\$ -		\$ -		\$ -		\$ -
15	TECUMSEH FACILITY BASE RATE, PER HOUR Normal Business Hours, Monday thru Friday.	50	HR		\$ -		\$ -		\$ -		\$ -		\$ -

16	TECUMSEH FACILITY OVERTIME RATE, PER HOUR Outside Normal Business Hours.	50	HR		\$	-		\$	-		\$	-		\$	-
17	YORK FACILITY BASE RATE, PER HOUR Normal Business Hours, Monday thru Friday.	50	HR		\$	-		\$	-		\$	-		\$	-
18	YORK FACILITY OVERTIME RATE, PER HOUR Outside Normal Business Hours.	50	HR		\$	-		\$	-		\$	-		\$	-
19	MCCOOK FACILITY BASE RATE, PER HOUR Normal Business Hours, Monday thru Friday.	50	HR		\$	-		\$	-		\$	-		\$	-
20	MCCOOK FACILITY OVERTIME RATE, PER HOUR Outside Normal Business Hours.	50	HR		\$	-		\$	-		\$	-		\$	-
LINE #	"CATALOG/NON-CORE" REPLACEMENT PARTS PROVIDE PERCENTAGE DISCOUNT OFF REGULAR RETAIL REPLACEMENT PARTS BELOW	DISCOUNT UOM	YEAR ONE (1)		YEAR TWO (2)		YEAR THREE (3)		YEAR FOUR (4)		YEAR FIVE (5)				
			DISCOUNT PERCENTAGE		DISCOUNT PERCENTAGE		DISCOUNT PERCENTAGE		DISCOUNT PERCENTAGE		DISCOUNT PERCENTAGE				
21	"CATALOG/NON-CORE" Percentage Discount Off <u>Panasonic Parts/Equipment</u> or other approved brands per system site requirements. Catalog(s) and/or Price List(s) for all "Replacement Parts" should be submitted with the Proposal and must show the regular retail price of the parts, the percentage of discount as proposed, and the final discounted price of all "Replacement Parts".	%	_____ %		_____ %		_____ %		_____ %		_____ %				
22	"CATALOG/NON-CORE" Percentage Discount Off <u>Bosch Parts/Equipment</u> or other approved brands per system site requirements. Catalog(s) and/or Price List(s) for all "Replacement Parts" should be submitted with the Proposal and must show the regular retail price of the parts, the percentage of discount as proposed, and the final discounted price of all "Replacement Parts".	%	_____ %		_____ %		_____ %		_____ %		_____ %				
23	"CATALOG/NON-CORE" Percentage Discount Off <u>All Regular Retail Items offered.</u> Catalog(s) and/or Price List(s) for all "Replacement Parts" should be submitted with the Proposal and must show the regular retail price of the parts, the percentage of discount as proposed, and the final discounted price of all "Replacement Parts".	%	_____ %		_____ %		_____ %		_____ %		_____ %				