

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**15025 OC**

PAGE 1 of 1	ORDER DATE 07/15/20
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 1164911	
VENDOR ADDRESS:  LINPEPCO PARTNERSHIP DBA PEPSI-COLA BOTTLING CO OF LINCOLN 1901 WINDHOEK DR LINCOLN NE 68512-1269	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**SEPTEMBER 01, 2020 THROUGH AUGUST 31, 2022**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR 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 CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5883 OF

Contract to supply and deliver Brand Name Pop to the State of Nebraska as per the attached specifications for the contract period September 1, 2020 through August 31, 2022. The contract may be renewed for one (1) additional two (2) year period when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Chuck Parker  
Phone: 402-420-8115  
Fax: 402-423-0852  
E-Mail: chuck@linpepco.com

This is the first renewal of the contract as amended. (7/15/20 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	POP COIN ATTACHMENT A PERCENTAGE OF COMMISSION PAID TO FACILITY 30% COMMISSION BASED ON A MAXIMUM RATE OF \$.60 PER CAN	8,658.0000	CS	0.0000
2	CATALOG/NON-CORE LIST ATTACHMENT A	10,000.0000	\$	1.0000
3	POP TOKEN ATTACHMENT A	8,036.0000	CS	6.8500

*Julie Dabydeen* 7/15/20  
BUYER  
*[Signature]*  
MATERIEL ADMINISTRATOR 7/23/2020

# NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

## CONTRACT RENEWAL

March 5, 2020

Mr. Chuck Parker  
Linpepco Partnership DBA  
Pepsi-Cola Bottling Co of Lincoln  
1901 Windhoek Dr  
Lincoln, NE 68512-1269

RE: Contract Number 15025 OC, Brand Name Pop

Dear Mr. Parker:


The above named contract for providing Brand Name Pop to the State of Nebraska, expires August 31, 2020.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional two (2) year period, i.e. September 1, 2020 through August 31, 2022.

If this is agreeable with Linpepco Partnership DBA Pepsi-Cola Bottling Co of Lincoln, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Linpepco Partnership DBA Pepsi-Cola Bottling Co of Lincoln does not intend to renew contract number 15025 OC and thus may begin the formal solicitation process to obtain Brand Name Pop.

Sincerely,

  
Julie Dabydeen, Buyer  
State Purchasing Bureau

Linpepco Partnership DBA Pepsi-Cola Bottling Co of Lincoln is agreeable to the renewal of 15025 OC for Brand Name Pop September 1, 2020 through August 31, 2022.

Signature 

Title Director of FS Sales

Date 3-9-20

Doug Carlson, Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130  
Lincoln, Nebraska 68508

OFFICE 402-471-6500  
FAX 402-471-2089

[das.nebraska.org](http://das.nebraska.org)

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER  
15025 OC**

PAGE 1 of 1	ORDER DATE 10/15/18
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 1164911	
VENDOR ADDRESS:  LINPEPCO PARTNERSHIP DBA PEPSI-COLA BOTTLING CO OF LINCOLN 1901 WINDHOEK DR LINCOLN NE 68512-1269	

THE CONTRACT PERIOD IS:

**SEPTEMBER 01, 2018 THROUGH AUGUST 31, 2020**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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Original/Bid Document 5883 OF

Contract to supply and deliver Brand Name Pop to the State of Nebraska as per the attached specifications for the contract period September 1, 2018 through August 31, 2020. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Chuck Parker  
Phone: 402-420-8115  
Fax: 402-423-0852  
E-Mail: chuck@linpepco.com

(bb 08/21/18)

Amendment One as attached. (bb 09/11/18)

Amendment Two as attached. (bb 10/15/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	POP COIN ATTACHMENT A PERCENTAGE OF COMMISSION PAID TO FACILITY 30% COMMISSION BASED ON A MAXIMUM RATE OF \$.60 PER CAN	8,658.0000	CS	0.0000
2	CATALOG/NON-CORE LIST ATTACHMENT A	10,000.0000	\$	1.0000
3	POP TOKEN ATTACHMENT A	3,036.0000	CS	6.8500

10-18-18  
m  
Julie Dabeydeen 10/16/18  
BUYER  
MATERIEL ADMINISTRATOR 10/18/18

**AMENDMENT TWO**  
**Contract 15025 OC**  
**Brand Name Pop for the State of Nebraska**  
**Between**

**The State of Nebraska and Linpepco Partnership dba Pepsi-Cola Bottling Co. of Lincoln**

This Amendment (the "Amendment") is made by the State of Nebraska and Linpepco Partnership dba Pepsi-Cola Bottling Co. of Lincoln, parties to Contract 15025 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

1. Effective upon execution by both parties, contractor will supply and deliver "Token" Pop to the Nebraska Correctional Center for Women, 1107 Recharge Rd., York, NE 68467-8003.
2. Effective upon execution by both parties, line 3 is added to the contract.

Line	Description	Unit of Measure	Unit Price
3	POP TOKEN ATTACHMENT A	CS	6.8500

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Linpepco Partnership dba Pepsi-Cola Bottling Co. of Lincoln

By: 

By: 

Name: David Zwart

Name: Chuck Parker

Title: Materiel Administrator

Title: Director of Foodservice Sales

Date: 10/18/13

Date: 10/18/13

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**15025 OC**

PAGE 1 of 1	ORDER DATE 09/11/18
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 1164911	
VENDOR ADDRESS:  LINPEPCO PARTNERSHIP DBA PEPSI-COLA BOTTLING CO OF LINCOLN 1901 WINDHOEK DR LINCOLN NE 68512-1269	

THE CONTRACT PERIOD IS:

**SEPTEMBER 01, 2018 THROUGH AUGUST 31, 2020**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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Original/Bid Document 5883 OF

Contract to supply and deliver Brand Name Pop to the State of Nebraska as per the attached specifications for the contract period September 1, 2018 through August 31, 2020. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Chuck Parker  
Phone: 402-420-8115  
Fax: 402-423-0852  
E-Mail: chuck@linpepco.com

(bb 08/21/18)

Amendment One as attached. (bb 09/11/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
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2	CATALOG/NON-CORE LIST ATTACHMENT A	10,000.0000	\$	1.0000

9.13.18  
  
 BUYER  
 MATERIEL ADMINISTRATOR  
 9/14/18

AMENDMENT ONE  
Contract 15025 OC  
Brand Name Pop for the State of Nebraska  
Between


The State of Nebraska and Linpecco Partnership dba Pepsi-Cola Bottling Co. of Lincoln


This Amendment (the "Amendment") is made by the State of Nebraska and Linpecco Partnership dba Pepsi-Cola Bottling Co. of Lincoln, parties to Contract 15025 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

1. Effective upon execution by both parties, Section VI. F. 5. is hereby deleted and replaced with the following:
  5. NCCW: Estimated usage 3036 cases
    - 5 Token pop machines
    - 1 Coin pop machine
2. Effective upon execution by both parties, Attachment B is hereby deleted and replaced as attached.

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska  
By:   
Name: David Zwart  
Title: Material Administrator  
Date: 9/14/18

Contractor: Linpecco Partnership dba Pepsi-Cola Bottling Co. of Lincoln  
By:   
Name: Chuck Parker  
Title: Director of FS Sales  
Date: 9-8-18

**Attachment B**  
**Brand Name Pop- NDCS Facilities**  
**5883 OF**

Acceptable Brand Name Pop is listed in each column. Bidder shall list the Brand Name Pop they are Bidding.

Estimated Annual Usage 44,528 Cases Total Throughout the Facilities at NDCS

Facility	Facility Estimated Annual Usage, Overall Total Cases	Coin Operated Machines Per Facility See Delivery List for Instructions	Token Machines Per Facility See Delivery List for Instructions
Community Correctional Center-Lincoln	4269 Cases	8	
Nebraska Correctional Center for Women	3036 Cases	1	5
Diagnostic & Evaluation Center	5010 Cases		10
Lincoln Correctional Center	4232 Cases		13
Nebraska Correctional Youth Facility	396 Cases		2
Nebraska State Penitentiary	13359 Cases		15
Omaha Correctional Center	8553 Cases		11
Tecumseh State Correctional Institution	4673 Cases		12
Work Ethic Camp	1000 Cases		2
Nebraska Game & Parks Commission - Nebraska Outdoor Education Center	60 Cases	1	

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PAGE 1 of 1	ORDER DATE 08/21/18
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Contract to supply and deliver Brand Name Pop to the State of Nebraska as per the attached specifications for the contract period September 1, 2018 through August 31, 2020. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Chuck Parker  
Phone: 402-420-8115  
Fax: 402-423-0852  
E-Mail: chuck@linpepco.com

(bb 08/21/18)

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2	CATALOG/NON-CORE LIST ATTACHMENT A	10,000.0000	\$	1.0000

8.22.18  
  
 BUYER  
  
 MATERIEL ADMINISTRATOR  
 R43500|NISC0001|NISC0001 20150901



# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	6/25/18	Page	1 of 1
Solicitation Number	5883 OF		
Opening Date and Time	07/20/18	2:00 pm	
Buyer	JULIE DABYDEEN (AS)		

**DESTINATION OF GOODS**  
**MULTIPLE DELIVERY LOCATIONS**  
**PLEASE REFER TO DOCUMENTATION**  
**FOR DELIVERY ADDRESSES.**

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

\_\_\_\_\_ 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.

Contract to supply and deliver BRAND NAME POP to the State of Nebraska as per the attached specifications for a two (2) year period from date of award. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

(lk 6/25/2018)

## INVITATION

TOKEN AND COIN POP  
SEE ATTACHMENT A BID SHEET

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within <sup>2</sup>\_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign

Here  (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# 1164911

VENDOR: Pepsi-Cola of Lincoln

Address: 1901 Windhoek Dr

Lincoln, NE 68512

Contact

Telephone  402-420-8115

Facsimile 402-423-0852

Email

cparker@linpepco.com

## INVITATION TO BID

### Number 5883-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a "Brand Name" pop contract, ITB Number 5883 OF for the purpose of selecting a qualified Bidder to supply and deliver "Brand Name" Pop. Specifications can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

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

#### INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:

<http://das.nebraska.gov/materiel/purchasing.html>.

An optional Pre-Bid Conference will be held on (Wednesday, July 11, 2018 at 10:00 a.m.) at 1526 K Street, Suite 130, Conference Room A.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

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

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

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

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

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

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

**Bid/Proposal:** The offer submitted by a vendor in a response to written solicitation.

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

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

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

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

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

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

**CCCL:** Community Corrections Center – Lincoln

**CCCO:** Community Corrections Center – Omaha

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

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

**Collusion:** An agreement or cooperation between two 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 or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska

Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

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

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

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

**Cooperative Purchasing:** The combining of requirements of two 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.

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

**CSI:** Cornhusker State Industries

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

**DEC:** Diagnostic & Evaluation Center

**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 an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

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

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

**Free on Board (F.O.B.) 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.

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

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

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

**Invalid Bid:** i.e., a fax or email response for a term contract.

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers.

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

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

**LCC:** Lincoln Correctional Center

**Mandatory/Must:** 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/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

**NCCW:** Nebraska Correctional Center for Women

**NCYF:** Nebraska Correctional Youth Facility

**NDCS:** Nebraska Department of Corrections

**NSP:** Nebraska State Penitentiary

**OCC:** Omaha Correctional Center

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

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

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

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

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

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

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

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

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

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

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

**Program Set:** The group of programs and products, including the Licensed Software specified in the ITB, 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 goods to be provided under the contract.

**Proposal:** See Bid.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service 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 an ITB or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

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

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

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Responsible Bidder:** A Bidder 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 Bidder who has submitted a bid which conforms to all requirements of the solicitation document.

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

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

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

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

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

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

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

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

**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.

**TSCI:** Tecumseh State Correctional Institution

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



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

**Vendor Performance Report:** A report issued to the Contractor by SPB when products or goods delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to SPB by the agency. The SPB shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**WEC:** Work Ethic Camp

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing “Brand Name” Pop at a competitive and reasonable cost. A detailed description can be found in Sections V and VI.

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

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

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: Julie Dabydeen  
 Agency: State Purchasing Bureau  
 Address: 1526 K Street, Suite 130  
 Lincoln, NE 68508  
 Telephone: 402-471-6500  
 E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**C. COMMUNICATION WITH STATE STAFF**

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. 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.

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 SPB; and
3. Contact required for negotiation and execution of the final contract.

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

**D. SCHEDULE OF EVENTS**

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

ACTIVITY		DATE/TIME
1.	Release ITB	June 25, 2018
2.	Last day to submit “Notification of Intent to Attend Pre-Bid Conference”	July 8, 2018
3.	Last day to submit written questions	July 8, 2018
4.	State responds to written questions through ITB “Addendum” and/or “Amendment” to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	July 10, 2018
5.	Optional Pre-Bid Conference Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	July 11, 2018
6.	Last day to submit written questions after Pre-Bid Conference	July 12, 2018
7.	State responds to written questions through ITB “Addendum” and/or “Amendment” to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	July 13, 2018

ACTIVITY		DATE/TIME
8.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	July 20, 2018 2:00 PM Central Time
9.	Review for conformance of mandatory requirements	July 20, 2018
10.	Evaluation period	TBD
11.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBD
12.	Contract finalization period	TBD
13.	Contract award	TBD
14.	Contractor start date	TBD

**E. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 5883 OF; "Brand Name" Pop Questions". SPB is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids 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.

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

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

**F. PRE-BID CONFERENCE**

A pre-bid conference will be held per the Schedule of Events. Attendance at the pre-bid conference is optional. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the ITB requirements. Questions that have a material impact on the ITB or ITB process, and relevant to all Bidders will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions of interest to an individual Bidder during the conference. If a Bidder 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.

**G. RECYCLING (§ 81-15,159(d)(2))**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**H. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct 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 the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**I. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are 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. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, 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 successful Bidder and their subcontractors.

**J. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**K. SAMPLES**

When requested, samples shall be furnished at the Bidder's expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the Bidder's name, the ITB number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State reserves the right to request samples even though this may not have been set forth in the ITB. Samples not destroyed in testing will be returned at Bidder's expense, if requested, or will be donated to a public institution.

**L. BID PREPARATION COSTS**

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

**M. 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 bid. 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.

**N. PRICES**

Prices submitted on the cost proposal form shall remain fixed for the first twelve (12) months of the contract. Any request for a price increase subsequent to the first twelve (12) months of the contract must be submitted thirty (30) days in advance of requested date to State Purchasing Bureau. Documentation may be required by the State to support the price increase. Documentation may include, but is not limited to, copies of invoices showing increases over previous contract price, price lists, or other material costs that support the price increase request for the products.

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

**O. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB (Sections II through VI) become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in Sections II through VI must be clearly defined by the Bidder in its bid 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 ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

**P. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision.

Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

**Q. LUMP SUM OR 'ALL OR NONE' BIDS**

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 bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

**R. BID REQUIREMENTS**

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. Completed ITB Form or State's Bid Sheet.

**S. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this ITB 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 bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension 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.

**T. SUBMISSION OF BIDS**

**ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!**

Only one (1) original bid shall be submitted. Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

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

Sealed bids must be received in the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. No late bids 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. Website address is as follows:  
<http://das.nebraska.gov/materiel/purchasing.html>

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in this ITB.

**U. EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$50,000.00. .

**V. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only 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.

**W. LATE BIDS**

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

**X. BID OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

**Y. BID TABULATIONS**

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>.

**Z. BEST AND FINAL OFFER**

The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.

**AA. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.

**BB. REJECTION OF BIDS**

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

**CC. RESIDENT BIDDER**

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

**DD. AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

By submitting a bid in response to this ITB, 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.

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html>

The protest procedure is available on the Internet at:  
[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

The State reserves the right to award contracts in a manner, and utilizing methods, selected in the State's best interest and discretion. The State may waive informalities or irregularities in bids if the waiver is in the best interest of the

State and such waiver does not prejudice other Bidders in the State's discretion. After evaluation of the bids, the State may take, in the State's discretion, one or more of the following actions:

- Accept or reject a portion of or all of a bid;
- Accept or reject all bids;
- Withdraw the ITB;
- Elect to rebid the ITB;
- Award single lines or multiple lines to one or more Bidders; or,
- Award one or more complete contracts.

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

- Price;
- Location;
- Quality;
- Delivery time; and,
- State contract management requirements and/or costs.

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI as part of their bid.** Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. 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 bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. 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 addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

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

**A. GENERAL**

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

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

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract


These documents constitute the entirety of the contract.

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

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.



**B. NOTIFICATION**

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

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

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


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

**C. GOVERNING LAW**

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.

**D. CHANGE ORDERS OR SUBSTITUTIONS**

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

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

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

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

Vendor will not substitute any item that has been awarded without prior written approval of SPB.

**E. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**F. NON-WAIVER OF BREACH**

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

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.

**G. SEVERABILITY**

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

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.

**H. INDEMNIFICATION**

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

**1. GENERAL**

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

**2. SELF-INSURANCE (Statutory)**

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

**I. ATTORNEY'S FEES**

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

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

**J. ASSIGNMENT, SALE, OR MERGER**

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

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

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

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

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

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

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

**L. FORCE MAJEURE**

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

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

**M. CONFIDENTIALITY**

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

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

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

**N. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**O. CONTRACT CLOSEOUT**

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


Upon termination of the contract for any reason the Contractor 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 Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property;

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

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

By-name personnel commitments made in the Contractor's bid 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.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

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

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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


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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>  
The completed United States Attestation Form should be submitted with the ITB response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, 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 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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



**E. PERMITS, REGULATIONS, LAWS**

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

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

**F. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

**language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter.

For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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

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

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

REQUIRED INSURANCE COVERAGE		
<b>COMMERCIAL GENERAL LIABILITY</b>		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Fire Damage		\$50,000 any one fire
Medical Payments		\$10,000 any one person
Damage to Rented Premises		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.		
<b>WORKER'S COMPENSATION</b>		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>		
Over Primary Insurance		\$5,000,000 per occurrence
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>		
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. State of Nebraska shall be included as additionally insured."		

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**3. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

Julie Dabydeen  
 State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, NE 68508


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

Reasonable notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**


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

**G. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

**H. ANTITRUST**

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

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

**I. CONFLICT OF INTEREST**

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

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**J. STATE PROPERTY**

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


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

**K. SITE RULES AND REGULATIONS**

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


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

**L. ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods 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.

**M. DRUG POLICY**

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

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

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

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

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

**B. TAXES**

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

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

**C. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall reference a customer purchase order number.

Invoices will be submitted for each pop delivery and a separate invoice is required for each NDCS facility.


Invoices to be sent to: NDCS Accounts Payable  
P.O. Box 94661  
Lincoln, NE 68509-4661

OR via email to:  
[dcs.accountspayable@nebraska.gov](mailto:dcs.accountspayable@nebraska.gov)

Contractor will invoice each state agency using the contract separately.

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

**D. INSPECTION AND APPROVAL**

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

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

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

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

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

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

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

**H. RIGHT TO AUDIT (Statutory)**

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

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 billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## **V. SCOPE OF WORK**

The Bidder must provide the following information in response to this ITB.

### **A. SCOPE**

It is the intent of this bid invitation to establish a contract to supply "Brand Name" Pop per the attached specifications from date of award for a period of two (2) years with the option to renew for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

All items bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the "Brand Name" Pop whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

### **B. AMENDMENT**

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

### **C. REVISIONS**

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

### **D. NDCS SITE REGULATIONS**

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

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



**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

“YES” response means the Bidder guarantees they can meet this condition.

“NO” response means the Bidder cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder’s alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
CP			<p>1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.</p>
CP			<p>2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.</p>
CP			<p>3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).</p>
<p><b>NOTES/COMMENTS:</b></p>			

C. TECHNICAL SPECIFICATIONS: POP MACHINES

YES	NO	NO & PROVIDE ALTERNATIVE	
CP			1. Pop machines will be provided by the contractor. All Pop Machines provided must accept US Coins OR tokens. Please see Bid Sheet for designation of type of machine by facility location.
CP			2. Pop machines should accept smart card technology. Not installed initially at no additional cost to NDCS.
CP			3. Pop machines must have operating internal coin/token counters.
CP			<p>4. NDCS currently uses a coin token by Symbol Arts. Item# XMC14069            Size: (22.84 mm/thickness: 1.78 mm            Machines will have to accept a 22.84 mm with a Thickness of 1.78 mm</p> <p>Please state the size and token used in pop machines being bid:            Size: <i>Current Customer</i>            Thickness: <i>token</i></p>
CP			<p>5. Requirements for Electrical 115 volt preferred            Please state voltage of pop machines below:</p> <p>115 volt _____</p>
CP			6. All machines bid should be alike per facility and match the dimensions bidder identifies in items 7 through 11 below.
CP			<p>7. Dimensions for pop machines:</p> <p>Pop machine dimensions as bid: <u>72H,37W,36D and 79H,37W,36D</u></p> <p>Clearance necessary: <u>+5" H D W</u></p>
CP			8. Pop machines must be designed for indoor and outdoor use
CP			<p>9. Number of Selections: <u>9</u></p> <p>How many selections available in pop machine: <u>9</u></p>
CP			10. Total Capacity of Cans: <i>78", 500</i>
CP			11. Tamper resistant preferred <i>79", 600</i>
NOTES/COMMENTS:			

D. TECHNICAL SPECIFICATION: SPECIFICATION: POP

YES	NO	NO & PROVIDE ALTERNATIVE	
CP			1. Pop products bid must be the name or equivalent as specified on each one of the bid sheets. No "generic" pop brands are accepted.
NOTES/COMMENTS:			

E. TECHNICAL SPECIFICATION: MAINTENANCE AND REPAIRS

YES	NO	NO & PROVIDE ALTERNATIVE	
CP			1. The State of Nebraska will not be billed for maintenance or repair costs of vendor-owned machines provided.
CP			2. NDCS is requesting 48 hour response time for service calls and repairs. Bidder please provide response time you can provide: <u>8 working hours (See notes)</u> Response times quoted past 48 hours maybe a factor in award.
CP			3. Repairs should be completed within two (2) business days from the date of service call.
NOTES/COMMENTS: Once call reporting service issue is received, an appointment will be made to ensure escort staff is available to meet service tech on site.			

F. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
CP			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
CP			2. CCCL: Estimated usage 4269 cases 8 Coin pop machines
CP			3. DEC: Estimated usage 5,010 cases 10 Token pop machines
CP			4. LCC: Estimated usage 4232 cases 13 Token machines
CP			5. NCCW: Estimated usage 3036 cases 5 Token pop machines
CP	CP	See notes	6. NCYF: Estimated usage 396 cases 2 Token pop machines
CP			7. NSP: Estimated usage 13,359 cases 15 Token pop machines
	CP	See notes	8. OCC: Estimated usage 8553 cases 11 Token pop machines
	CP	See notes	9. TSCL: Estimated usage 4673 cases 12 Token pop machines
	CP	See notes	10. WEC: Estimated usage 1000 cases 2 Token pop machines
CP			11. Nebraska Game and Parks Commission, Nebraska Outdoor Education Center, 4705 N. 44 <sup>th</sup> St., Lincoln, NE: Estimated usage 66 cases 1 Coin Pop Machine
<p><b>NOTES/COMMENTS:</b> Bidder is not allowed to deliver products to these facilities, as facilities are located outside bidder's geographic distribution territory.</p>			

G. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
CP			1. The vendor shall provide a quarterly usage report at the request of the State Purchasing Bureau of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State.
<p><b>NOTES/COMMENTS:</b></p>			



H. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
CP			<p>1. A successful Bidder will maintain sufficient inventory to process and deliver swiftly. There will be no minimum order requirements. Deliveries should be clearly marked with the purchase order number.</p> <p>If delays in delivery are anticipated, the Contractor will immediately notify the NDCS facility of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Contractor will be held responsible for any/all excess cost.</p> <p>Bidder: State Calendar Delivery Days ARO <u>2</u></p> <p>Please note that delivery days quoted past three (3) days may be a factor in award consideration.</p>
CP			<p>2. Larger facilities may require deliveries 2 to 3 times a week.</p>
CP			<p>3. At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.</p>
NOTES/COMMENTS:			


I. DELIVER LOCATIONS/INSTRUCTIONS (BIDDER IS CERTIFYING THAT THEY CAN MEET THE DELIVER LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
	CP	See notes	<p>1. See Attachment C for facility delivery instructions.</p>
CP			<p>2. NDCS reserves the right to amend the contract as needed to include additional locations</p>
CP			<p>3. Nebraska Game and Parks Commission Nebraska Outdoor Education Center 4705 North 44<sup>th</sup> Street Lincoln, NE</p>
CP			<p>4. Loose cans are not acceptable. Vendor must be able to unload trucks either with a tommy lift or some other mechanical means (exception: Deliveries to TSCI. A loading dock and walker stacker are available).</p>
NOTES/COMMENTS:			
Bidder is not allowed to deliver products to the following facilities, as facilities are located outside bidder's geographic distribution territory. B,K,L,M,N,O			


**J. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All facility orders should reference a purchase order number. The purchase order number must be referenced on the packing slip and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
			2. Vendor will confirm receipt of order and supply NDCS Staff with estimated delivery date. (See Attachment C for delivery times and requirements).
<b>NOTES/COMMENTS:</b>			

**K. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking. Products delivered shall not be past expiration date, at a minimum, and in wholesome condition.
<b>NOTES/COMMENTS:</b>			

**L. PRICES – CORE LIST and CATALOG/NON-CORE**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The State intends to enter into a Contract(s) for "Brand Name" Pop for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core List. Catalog/Non-Core List items shall be represented by a catalog or current manufacturer price list(s) containing products, flavors and beverages not called out in the Core List, as shown in Attachment A Brand Name Pop Core List.  The Core List shall contain the most repetitively purchased Brand Name Pop items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The State will not accept substitutions on the products listed on the Core List.

			<p>The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.</p>
CP			<p>2. Catalog/Non-Core List items are defined as those additional items available from the vendor not listed as part of the Core List, such as other flavors available or other types of beverages that can be sold in pop machines. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period.</p> <p>Or, the Bidder may provide a separate price list for all the non-core/catalog items in lieu of a discount percentage.</p> <p>All items not included on the Core List shall be considered Catalog/Non-Core Items.</p>
CP			<p>3. At the request of the SPB, the vendor shall block availability on certain non-core items as identified by SPB such as Beverages with alcohol content.</p>
CP			<p>4. <b>PRICE - CORE LIST and CATALOG/NON-CORE</b>  <b>For Token Machines:</b> Core List prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core List pricing is to remain firm for the initial twelve (12) months of the contract. Any request for an increase must be submitted in writing to the SPB a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract.</p> <p><b>For Coin Machines:</b> Vendor will empty coins and pay a commission to each facility for coin operated machines on a quarterly basis.</p> <p><b>A commission statement or report should accompany check showing facility, volume, period covered and amount of commission being paid.</b></p> <p>Catalog/Non-Core item purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Discount bid off of manufacturer's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the Contractor to supply the SPB and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the SPB.</p> <p>Discounts for Catalog/Non-Core items shall be applied to products as presented in Attachment A Pop Core List. Bidder shall include each manufacturer's list price schedule.</p> <p>Prices quoted for products on the Core List and Catalog/Non-Core items shall be inclusive of all costs, to include but not limited to</p>

			<p>storage, processing and/or delivery throughout the State. Vendor cannot impose any additional service fees. Vendor shall inform the SPB in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.</p> <p>NO price increases are to be billed to the State facilities without prior written approval by the SPB.</p> <p>The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.</p> <p>It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.</p>
CP			<p><b>5. CORE LIST PRICING - CORE LIST and CATALOG/NON-CORE</b> Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions. A manufacturer's model/number has been provided for each item. All bid units should match exactly. NOTE: If vendor fails to provide a price on any items, those items for that vendor will be adjusted to the highest quoted price for those items. In those cases where items may have more than one brand name, the vendor may bid on either brand. Please indicate which brand was bid. Bidder must complete Attachment A Pop Core List. Please pay special attention to the unit of measure.</p>
CP			<p><b>6. CATALOG/NON-CORE PRICING - CORE LIST and CATALOG/NON-CORE</b> Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the SPB upon request.</p> <p>The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.</p> <p>The percentage discount rate for Catalog/Non-Core items or categories will not decrease during the life of the contract.</p> <p>A firm percentage rate must be quoted--a range of percentages will not be considered.</p> <p>OR: Contractor may provide price lists for the non-core pop flavors and/or other types of beverages available to be sold in the pop machines.</p> <p>Catalog/Non- Core Categories have been identified as follows :</p> <ol style="list-style-type: none"> <li>a. Other Flavors of Canned Pop (excluding core items)</li> <li>b. Energy Drinks (excluding core items; may provide bottles)</li> <li>c. Sports Drinks (excluding core items, may provide bottles)</li> <li>d. Water, Flavored and Plain (excluding core items, may provide bottles)</li> </ol>



			e. Other Flavors of Bottle Non-Alcoholic Beverages
CP			<b>7. PRICE LISTS AND CATALOGS - CORE LIST and CATALOG/NON-CORE</b> After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog or price list used for this ITB for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.
CP			<b>8. USAGE REPORTS - CORE LIST and CATALOG/NON-CORE</b> Usage reports may be requested by the SPB. The reporting period may be determined (monthly, quarterly, etc.) based on need and may include the following: <ul style="list-style-type: none"> <li>a. Fill rate information for core and non-core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.</li> <li>b. Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold.</li> <li>c. Any additional report the SPB may deem necessary.</li> </ul>
CP			<b>9. SUBSTITUTION - CORE LIST and CATALOG/NON-CORE</b> Vendor will not substitute any Core List item that has been awarded without prior approval of SPB.
<b>NOTES/COMMENTS:</b>			

**M. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
CP			<b>1.</b> To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
<b>NOTES/COMMENTS:</b>			

**N. SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
CP			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.
NOTES/COMMENTS:			

**O. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

\*\*\*CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES\*\*\*

YES	NO	*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
	CP	<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
CP		2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).
	CP	3. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
	CP	4. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 5883 OF**

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

Preparation of ITB Contact Information	
Bidder Name:	Pepsi-Cola of Lincoln
Bidder Address:	<b>1901 Windhoek Dr, Lincoln NE 68512</b>
Contact Person & Title:	Chuck Parker, Director of Foodservice Sales
E-mail Address:	cparker@linpepco.com
Telephone Number (Office):	402-420-8115
Telephone Number (Cellular):	402-890-4276
Fax Number:	402-423-0852

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	Pepsi-Cola of Lincoln
Bidder Address:	<b>1901 Windhoek Dr, Lincoln NE 68512</b>
Contact Person & Title:	Chuck Parker, Director of Foodservice Sales
E-mail Address:	cparker@linpepco.com
Telephone Number (Office):	402-420-8115
Telephone Number (Cellular):	402-890-4276
Fax Number:	402-423-0852

**Form B**  
**Notification of Intent to Attend Pre-Bid Conference**  
**Invitation To Bid Number 5883 OF**

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

The "Notification of Intent to Attend Pre-Bid Conference" form should be submitted to the SPB via e-mail ([as.materieipurchasing@nebraska.gov](mailto:as.materieipurchasing@nebraska.gov)), facsimile (402-471-2089), hand delivered or U.S. Mail by the date shown in the Schedule of Events.

**Attachment A**  
**Brand Name Pop Core List- Token Machines**  
**5883 OF**

**An Acceptable Brand Name Pop is listed in each column. Bidder shall list the Brand Name Pop they are Bidding.**

**\* Bidders list other options and pricing. May attach a second sheet, if necessary.**

**12 Ounce Cans**

<b>Requested Brand Name Pop</b>	<b>Can Size Ounces Bidding</b>	<b>Number of Cans per case</b>	<b>Price per Case</b>
Pepsi, Coke, RC Cola, Regular List Brand bidding <u>Pepsi</u>	12	24	\$ 6.85
Diet Pepsi, Diet Coke or Diet Right Cola List Brand bidding <u>Diet Pepsi</u>	"	"	"
Wild Cherry Pepsi, Cherry Coke, or RC Cherry Cola, Regular List Brand bidding <u>Wild Cherry Pepsi</u>	"	"	"
Diet Wild Cherry Pepsi or Diet Cherry Coke List Brand bidding <u>Diet Wild Cherry Pepsi</u>	"	"	"
Mountain Dew List Brand bidding <u>Mountain Dew</u>	"	"	"
Diet Mountain Dew List Brand bidding <u>Diet Mountain Dew</u>	"	"	"
Mountain Dew Code Red List Brand bidding <u>Mountain Dew Code Red</u>	"	"	"
Mug Root Beer or A & W Root Beer List Brand bidding <u>Mug Root Beer</u>	"	"	"
Diet Mug Root Beer or Diet A & W Root Beer List Brand bidding <u>Diet Mug Root Beer</u>	"	"	"
Sunkist Strawberry List Brand bidding _____			
Sunny Delight Orange List Brand bidding _____			
7 UP List Brand bidding _____			
Diet 7 UP List Brand bidding _____			

Cherry 7UP List Brand bidding _____			
Diet Cherry 7 Up List Brand bidding _____			
A & W Cream Soda List Brand bidding _____			
Sunkist Grape List Brand bidding _____			
Ruby Red Squirt List Brand bidding _____			
Sunkist Lemonade List Brand bidding _____			
Sunkist Orange List Brand bidding _____			
A & W Cream Soda List Brand bidding _____			
Squirt Citrus or Sundrop Citrus Soda List Brand bidding _____			
Diet Citrus Squirt or Diet Sundrop Citrus Soda List Brand bidding _____			
Sunkist Orange List Brand bidding _____			
Dr Pepper List Brand bidding _____			
Diet Dr Pepper List Brand bidding _____			
Cherry Dr Pepper List Brand bidding _____			
Diet Cherry Dr Pepper List Brand bidding _____			

Big Red Soda List Brand bidding _____			
Hawaiian Punch List Brand bidding <b>Hawaiian Punch</b> _____	12	24	\$ 6.85
Canada Dry Ginger Ale List Brand bidding _____			
Mist Twist List Brand bidding <b>Mist Twist</b> _____	12	24	\$ 6.85
Mountain Dew Livewire List Brand bidding <b>Mountain Dew Livewire</b> _____	"	"	"
Crush Strawberry List Brand bidding <b>Crush Strawberry</b> _____	"	"	"
Crush Orange List Brand bidding <b>Crush Orange</b> _____	"	"	"
Crush Grape List Brand bidding <b>Crush Grape</b> _____	"	"	"

**Brand Name Pop Core List- Coin Machines; Full Service,  
Commission Paid**

**An Acceptable Brand Name Pop is listed in each column. Bidder shall list the Brand Name Pop they are Bidding.**

\* Bidders list other options and pricing. May attach a second sheet, if necessary.

**12 Ounce Cans**

<b>Requested Brand Name Pop</b>	<b>Can Size Ounces Bidding</b>	<b>Number of Cans per case</b>	<b>Percentage of Commission Paid to Facility; Based on a Maximum Rate of \$0.60 Per Can</b>
Pepsi, Coke, RC Cola, Regular List Brand bidding <u>Pepsi</u>	12	24	30%
Diet Pepsi, Diet Coke or Diet Right Cola List Brand bidding <u>Diet Pepsi</u>	"	"	"
Wild Cherry Pepsi, Cherry Coke, or RC Cherry Cola, Regular List Brand bidding <u>Wild Cherry Pepsi</u>	"	"	"
Diet Wild Cherry Pepsi or Diet Cherry Coke List Brand bidding <u>Diet Wild Cherry Pepsi</u>	"	"	"
Mountain Dew List Brand bidding <u>Mountain Dew</u>	"	"	"
Diet Mountain Dew List Brand bidding <u>Diet Mountain Dew</u>	"	"	"
Mountain Dew Code Red List Brand bidding <u>Mountain Dew Code Red</u>	"	"	"
Mug Root Beer or A & W Root Beer List Brand bidding <u>Mug Root Beer</u>	"	"	"
Diet Mug Root Beer or Diet A & W Root Beer List Brand bidding <u>Diet Mug Root Beer</u>	"	"	"
Sunkist Strawberry List Brand bidding _____			
Sunny Delight Orange List Brand bidding _____			



7 UP List Brand bidding _____			
Diet 7 UP List Brand bidding _____			
Cherry 7UP List Brand bidding _____			
Diet Cherry 7 Up List Brand bidding _____			
A & W Cream Soda List Brand bidding _____			
Sunkist Grape List Brand bidding _____			
Ruby Red Squirt List Brand bidding _____			
Sunkist Lemonade List Brand bidding _____			
Sunkist Orange List Brand bidding _____			
A & W Cream Soda List Brand bidding _____			
Squirt Citrus or Sundrop Citrus Soda List Brand bidding _____			
Diet Citrus Squirt or Diet Sundrop Citrus Soda List Brand bidding _____			
Sunkist Orange List Brand bidding _____			
Dr Pepper List Brand bidding _____			
Diet Dr Pepper List Brand bidding _____			
Cherry Dr Pepper List Brand bidding _____			

Diet Cherry Dr Pepper List Brand bidding _____			
Big Red Soda List Brand bidding _____			
Hawaiian Punch List Brand bidding <u>Hawaiian Punch</u>	12	24	30%.
Canada Dry Ginger Ale List Brand bidding _____			
Mist Twist List Brand bidding <u>Mist Twist</u>	12	24	30%.
Mountain Dew Livewire List Brand bidding <u>Mountain Dew Livewire</u>	"	"	"
Crush Strawberry List Brand bidding <u>Crush Strawberry</u>	"	"	"
Crush Orange List Brand bidding <u>Crush Orange</u>	"	"	"
Crush Grape List Brand bidding <u>Crush Grape</u>	"	"	"

**5883 OF Brand Name Pop Catalog/Non-Core Bid Sheet**

Other Flavors of Canned Pop Percent Discount	<u>See attached</u>
Energy Drinks Percent Discount	<u>See attached</u>
Sports Drinks Percent Discount	<u>See attached</u>
Water, Flavored & Plain Percent Discount	<u>See attached</u>

End of Attachment A Bid Sheet

OTHER FLAVORS OF CANNED POP

Package	Brand	Price
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Brisk Iced Tea & Lemonade	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Brisk Iced Tea Lemon	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Brisk Lemonade	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Crush Grape	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Crush Orange	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Crush Pineapple	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Crush Strawberry	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Crush Orange	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Mist TWST	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Mountain Dew	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Mountain Dew Caffeine Free	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Mountain Dew Code Red	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Mug Rootbeer	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Pepsi	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Pepsi Caffeine Free	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Pepsi Caffeine Free Classic	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Pepsi Classic	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Pepsi Wild Cherry	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Diet Pepsi Wild Cherry Classic	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	DOC	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	DOC Zero	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Hawaiian Punch	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Klarbrunn Sparkling Water Black Cherry	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Klarbrunn Sparkling Water Citrus Blend	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Klarbrunn Sparkling Water Cranberry Grape	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Klarbrunn Sparkling Water Lime	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Klarbrunn Sparkling Water Peach Mango	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Klarbrunn Sparkling Water Pomelo Grapefruit	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Klarbrunn Sparkling Water Raspberry	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Manzanita Sol	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mist TWST	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mist TWST Cranberry	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mountain Dew	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mountain Dew Baja Blast	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mountain Dew Code Red	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mountain Dew Game Fuel Tropical Smash	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mountain Dew ICE	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mountain Dew Live Wire	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mountain Dew Pitch Black	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mountain Dew Throwback	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mountain Dew Voltage Raspberry Citrus	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mountain Dew White Out Citrus	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mug Cream Soda	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Mug Rootbeer	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Pepsi	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Pepsi Caffeine Free	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Pepsi Cherry Vanilla	\$ 6.85

12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Pepsi Real Sugar	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Pepsi Wild Cherry	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Pepsi Zero	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Pepsi Zero Wild Cherry	\$ 6.85
12 ounce 12 pack Cans FRIDGEMATE (2/12 packs)	Schweppes Ginger Ale	\$ 6.85

#### ENERGY DRINKS

Package	Brand	Price
16 ounce Cans (24/case)	Rockstar Boom Whipped Orange	\$ 30.00
16 ounce Cans (24/case)	Rockstar Boom Whipped Strawberry	\$ 30.00
16 ounce Cans (24/case)	Rockstar Hardcore Apple	\$ 30.00
16 ounce Cans (24/case)	Rockstar Original	\$ 30.00
16 ounce Cans (24/case)	Rockstar Pina Colada	\$ 30.00
16 ounce Cans (24/case)	Rockstar Punched	\$ 30.00
16 ounce Cans (24/case)	Rockstar Pure Zero Grape	\$ 30.00
16 ounce Cans (24/case)	Rockstar Pure Zero Mandarin Orange	\$ 30.00
16 ounce Cans (24/case)	Rockstar Pure Zero Punched	\$ 30.00
16 ounce Cans (24/case)	Rockstar Pure Zero Silver Ice	\$ 30.00
16 ounce Cans (24/case)	Rockstar Pure Zero Watermelon	\$ 30.00
16 ounce Cans (24/case)	Rockstar Recovery Fruit Punch	\$ 30.00
16 ounce Cans (24/case)	Rockstar Recovery Lemonade	\$ 30.00
16 ounce Cans (24/case)	Rockstar Recovery Orange	\$ 30.00
16 ounce Cans (24/case)	Rockstar Revolt Killer Black Cherry	\$ 30.00
16 ounce Cans (24/case)	Rockstar Revolt Killer Citrus	\$ 30.00
16 ounce Cans (24/case)	Rockstar Revolt Killer Grape	\$ 30.00
16 ounce Cans (24/case)	Rockstar Sugar Free	\$ 30.00
16 ounce Cans (24/case)	Rockstar Zero Carb	\$ 30.00
12 ounce Cans (12/case)	AMP Organic Citrus	\$ 15.00
12 ounce Cans (12/case)	AMP Organic Grape	\$ 15.00
12 ounce Cans (12/case)	AMP Organic Pineapple Coconut	\$ 15.00
12 ounce Cans (12/case)	AMP Organic Tropical Burst	\$ 15.00
16 ounce Cans (12/case)	AMP Original	\$ 15.00

#### SPORT DRINKS

Package	Brand	Price
12 ounce 6 pack Bottles (plastic~4/6 packs)	G2 Fruit Punch	\$ 11.50
12 ounce 6 pack Bottles (plastic~4/6 packs)	G2 Glacier Freeze	\$ 11.50
12 ounce 6 pack Bottles (plastic~4/6 packs)	G2 Grape	\$ 11.50
12 ounce 6 pack Bottles (plastic~4/6 packs)	Gatorade Berry	\$ 11.50
12 ounce 6 pack Bottles (plastic~4/6 packs)	Gatorade Fruit Punch	\$ 11.50
12 ounce 6 pack Bottles (plastic~4/6 packs)	Gatorade Lemon Lime	\$ 11.50
12 ounce 6 pack Bottles (plastic~4/6 packs)	Gatorade Orange	\$ 11.50
20 ounce Bottles (plastic~24/case)	Gatorade Cool Blue	\$ 17.50
20 ounce Bottles (plastic~24/case)	Gatorade Fierce Grape	\$ 17.50
20 ounce Bottles (plastic~24/case)	Gatorade Fierce Green Apple	\$ 17.50
20 ounce Bottles (plastic~24/case)	Gatorade Flow Blackberry Wave	\$ 17.50
20 ounce Bottles (plastic~24/case)	Gatorade Frost Glacier Cherry	\$ 17.50
20 ounce Bottles (plastic~24/case)	Gatorade Frost Glacier Freeze	\$ 17.50
20 ounce Bottles (plastic~24/case)	Gatorade Fruit Punch	\$ 17.50

20 ounce Bottles (plastic~24/case)	Gatorade Lemon Lime	\$ 17.50
20 ounce Bottles (plastic~24/case)	Gatorade Orange	\$ 17.50
20 ounce Bottles (plastic~24/case)	G2 Cool Blue	\$ 17.50
20 ounce Bottles (plastic~24/case)	G2 Grape	\$ 17.50
<b>WATER, FLAVORED AND PLAIN</b>		<b>Price</b>
12 ounce 8 pack Bottles (plastic~3/8 packs)	Aquafina Pure Drinking Water	\$ 9.50
20 ounce Bottles (plastic~24/case)	Klarbrunn Pure Drinking Water	\$ 9.00
20 ounce Bottles (plastic~24/case)	Aquafina Flavorsplash Grape	\$ 9.00
20 ounce Bottles (plastic~24/case)	Aquafina Flavorsplash Raspberry	\$ 9.00
20 ounce Bottles (plastic~24/case)	Aquafina Flavorsplash Wild Berry	\$ 9.00

**Attachment B**  
**Brand Name Pop- NDCS Facilities**  
**5883 OF**

Acceptable Brand Name Pop is listed in each column. Bidder shall list the Brand Name Pop they are Bidding.

Estimated Annual Usage 44,528 Cases Total Throughout the Facilities at NDCS

Facility	Facility Estimated Annual Usage, Overall Total Cases	Coin Operated Machines Per Facility See Delivery List for Instructions	Token Machines Per Facility See Delivery List for Instructions
Community Correctional Center-Lincoln	4269 Cases	8	
Nebraska Correctional Center for Women	3036 Cases		5
Diagnostic & Evaluation Center	5010 Cases		10
Lincoln Correctional Center	4232 Cases		13
Nebraska Correctional Youth Facility	396 Cases		2
Nebraska State Penitentiary	13359 Cases		15
Omaha Correctional Center	8553 Cases		11
Tecumseh State Correctional Institution	4673 Cases		12
Work Ethic Camp	1000 Cases		2
Nebraska Game & Parks Commission - Nebraska Outdoor Education Center	60 Cases	1	

**ADDRESS AND RECEIVING HOURS FOR NEBRASKA DEPARTMENT OF CORRECTIONS FACILITIES (5683 OF ATTACHMENT C)**

Facility Letter	Facility Address & Telephone Number	Phone/Fax Number	Delivery Hours	Business Mgr./Phone Number	Pop Contact For Vendors	Warehouse Manager	Special Instructions and Delivery Requirements
<b>A</b>	DCS Central Warehouse 1001 Pioneers Blvd Lincoln, NE 68502	Phone: 402-479-3010 Fax: 402-479-3248	Monday - Friday 8 AM-2 PM	Rev. Haabe 479-3010 Karna Farnior		Rev. Haabe 402-479-3010	Dock Ramp, Forklift & Pallet Jack available
<b>B</b>	Tecumseh State Correctional Institution P.O. Box 900 Tecumseh, NE 68450	Phone: 402-335-5996 Fax: 402-335-5115	Monday-Friday 8:00 AM-2:00 PM	Brandi Holley 402-335-5109	Teri James Recreation Manager 402-335-6507 ext.5343	David Beccard 402-335-5161	Pop will be delivered to Warehouse within 1 working day ARC, Loading Dock, Forklift & Pallet Jack available
<b>F</b>	Diagnostic & Evaluation Center 3220 West Van Don St Lincoln, NE 68522 POST OFFICE ADDRESS: P.O. Box 22800/Lincoln, NE 68542	Phone: 402-471-3330 Fax: 479-6396	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	James Gibson 478-6390	James Jensen Assistant Warden 402-479-6340	Sheri Davids 402-471-2861	Pop delivered to Entrance
<b>H</b>	Lincoln Correctional Center 3216 West Van Don St. 68522 Lincoln, Ne 68522-9278	Phone: 402-471-2861 Fax: 402-479-6100	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Holly Alm 478-6162	Kevin Oliver Recreation Manager 402-471-2861	Sheri Davids 402-471-2861	Vendor will deliver pop through the Security Wire Gate & unload at the Turn Key Door using a lift. Vendor will deliver the pop to the gym.
<b>I</b>	Comhusker State Industries(Business Office)	Phone: 402-471-1264 Fax: 402-471-1263		Mike Martin 402-471-1254			
<b>I</b>	Comhusker State Industries (Warehouse)	Phone: 402-471-1264 Fax: 402-471-1263	8:00AM-5:00PM	Mike Martin 402-471-1254		Shawn Marimole 402-471-1264	
<b>J</b>	Nebraska State Penitentiary 4201 S. 14th Street Lincoln, NE 68502 POST OFFICE ADDRESS: P.O. Box 2500 Lincoln, NE 68542	Phone: 402-471-3161 Fax: 402-471-4326	Monday - Friday 8AM-2PM accept deliveries thru lunch	Steve Johnson 402-479-3217	Rob Tejpow Recreation Manager 402-471-3161 ext.3335		Vendor will deliver the pop. The facility will stock pop machines
<b>K</b>	Nebraska Correctional Youth Facility 2610 N. 20th Street East Omaha, NE 68110	Phone: 402-595-2000	8:00AM-11:00AM & 1:00pm-3:30pm	Sandra Ruchwalk 402-536-8603	Sandra Ruchwalk 402-536-8603		Vendor will deliver and stock pop machines Vendor will give lockers & meter reading to Business Mgr. on each visit.
<b>L</b>	Omaha Correctional Center P.O. Box 11089, 2323 East Ave J Omaha, NE 68111	Phone: 402-595-3963 Fax: 402-595-2227	7:30AM-10:30AM & 12:30PM-2:30PM Monday-Friday no holidays	William Maudlin 402-522-7001	William Maudlin 402-522-7001	Mark Fannin 402-522-7160	Vendor will deliver and stock pop machines No loading dock Pallet Jack & Forklift are available
<b>M</b>	Work Ethic Camp 2309 N Hwy 83 McCook, NE 69001	Phone: 308-345-8405 Fax: 308-345-8407	730-1530 M-F	Jon Anderson 308-345-8458x219	Jon Anderson 308-345-8458 ext 219	Anne Wiemers 303-345-8405 ext 249	Deliver pop to warehouse. Dock height loading/unloading is available Hydraulic lift & Pallet Jack Avail
<b>O</b>	Community Correctional Center - Omaha 2320 E Avenue J Omaha, NE 68110	Phone: 402-595-2010 Fax: 402-595-2227	7:30AM-10:30AM & 12:00PM-2:30PM	William Maudlin 402-522-7001	Dave Erickson 402-522-7024	Mark Fannin 402-522-7160	
<b>P</b>	Residential Treatment Center - @ NSP 4201 S. 14th Street Lincoln, NE 68502 POST OFFICE ADDRESS: P.O. Box 25500, Lincoln, Ne 68542	Phone: 402-479-3397	Monday - Friday 7:00AM-11:30AM 12:00PM-3:00PM	Becky Fisher 402-479-5703			All items delivered to Central Warehouse unless otherwise noted
<b>Q</b>	DCS Pharmacy 2620 West Van Don St. Lincoln, NE 68522	Pharm. Phone: 402-471-7868 & 7866 Medical Supply Phone: 402-471-7807 Fax: 402-471-7809	Monday - Friday 7:00AM-3:30PM	Becky Fisher 402-479-5703			



**ADDRESS AND RECEIVING HOURS FOR NEBRASKA DEPARTMENT OF CORRECTIONS FACILITIES (5863 OF ATTACHMENT C)**

Facility	Facility Address	Phone/Fax	Delivery	Business Mgr./	Pop Contact	Warehouse	Special
<b>R</b>	Nebraska Correctional Center for Women 1107 Recharge Rd York, NE 68467-4003	Phone: 402-362-3317 Fax: 402-362-3892	Monday - Friday 7:30 AM - 3:00 PM	Craig Peterson 402-362-8822	Craig Peterson 402-362-8822	Kristi Engel 402-362-3317 ext. 303	Deliver and stock pop machines Pallet jack available
<b>T</b>	Central Office, Bldg #1 (Double "Y") 801 W. Prospector Place, Bldg. #1 Lincoln, NE 68522 POST OFFICE ADDRESS: P.O. Box 94661 Lincoln, NE 68509	Phone: 402-471-2654	Monday - Friday 8:30-11:30 12:30-15:30	Sara Sump 402-479-5702			
<b>W</b>	Community Correctional Center - Lincoln 2720 West Van Dom St. Lincoln, NE 68522 POST OFFICE ADDRESS: P.O. Box 2200 Lincoln, NE 68542	Phone: 402-471-6271 Fax: 402-471-6268	Monday - Friday 7:00 AM - 11:30 AM 12:00 PM - 3:00 PM	Nicole Byrne 402-471-6268	Jerry Reischer 402-471-6265		Deliver & stock pop machines Forklift & Small Pallet Jack Available
<b>Z</b>	Federal Surplus 2700 West Van Dom St. Lincoln, NE 68522	Phone: 402-471-2677	Monday - Friday 8:00 AM-3:30PM	Maia Leedom 402-471-1237			

\*This facility does not have a warehouse or loading dock or available staff to unload shipments. The delivery driver will be required to unload the shipment with minimal or no assistance from the facility.

ALL INVOICES SHOULD BE SENT TO:  
DEPARTMENT OF CORRECTIONAL SERVICES  
ACCOUNTS PAYABLE  
P.O. BOX 94661  
LINCOLN, NE 68509-4661

Updated 09-09-16

## ATTACHMENT D

Facility	Responsible Party for Stocking Pop Machines	
CCCL	Vendor	Usually not escorted
DEC	Staff	Pop is delivered to the front entrance
LCC	Staff	Vendor will deliver pop to the gym with an escort
NCCW	Staff	Pop is delivered to the warehouse
NCYF	Vendor	Escorted by staff
NSP	Staff	Escorted if pop delivered past the front entrance
OCC	Vendor	Escorted by staff
TSCI	Staff	Pop is delivered to the warehouse
WEC	Staff	Pop is delivered to the warehouse

## ADDENDUM ONE QUESTIONS and ANSWERS

Date: July 10, 2018

To: All Bidders

From: Julie Dabydeen, Buyer  
AS Materiel State Purchasing

RE: Addendum for Invitation to Bid Number 5883 OF to be opened July 20, 2018 at 2:00 p.m.  
Central Time

### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	F	35	Based on 79 venders, the calculated volume per equipment is 563 cases per vender. How were these estimates determined?	The figures provided are annual usages by facility and include the number of machines per facility.
2.	F	35	Can the state provide a simple volume breakout by package and flavor for the 2017 calendar year (01/01/2017 – 12/31/2017)?	Yes, see the attached spreadsheet titled <b>Flavor Volume Purchases.</b>
3.	F	35	Can the state clarify that all case quantities provided are in measurements of 24 units per case?	Yes
4.	Attachment B	1	Does the state solely utilize stack venders? Are there any glass front venders deployed? If so, how many are utilized and where are they located?	The State does not solely utilize stack venders. NDCS requests no glass front venders.

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid response.

## FLAVOR VOLUME PURCHASES

<u>FLAVOR</u>	<u>CASES</u>
RC COLA	6,452
RC CHERRY COLA	3,584
SUNKIST STRWBRY	3,148
SUNNY DELIGHT ORANGE SODA	2,349
A&W ROOT BEER	2,240
7UP	2,125
A&W CREAM SODA	1,800
SUNKIST GRAPE	1,510
SUNDROP CITRUS SODA	1,495
PEPSI	1,472
SQUIRT RUBYRED	1,399
PEPSI CHERRY	1,372
MTN DEW	1,340
SUNKIST ORANGE12PK X 2	1,229
CHERRY DR PEPPER	1,110
SQUIRT CITRUS	978
DR PEPPER	915
CHERRY 7UP	879
BIG RED	747
HW PUNCH FRT JUICY RED	738
SUNKIST LEMONADE NCRB	701
MIST TWIST	529
DT RITE COLA	480
CAN DRY GINGER ALE	439
DT DR PEPPER	424
CODE RED	417
DT 7UP	413
MTN LIVEWIRE	391
DT SUNDROP CITRUS SODA	357
DT MTN DEW	290
DT PEPSI	284
DT A&W ROOT BEER	275
CRUSH STRAWBRY	266
MUG ROOTBEER	233
DT CHERRY 7UP	170
CRUSH ORANGE	117
BRISK LMNSWT	110
DT PEPSI CHRY	105
CRUSH GRAPE	100
HAW PUNCH	92
CAN DRY CRNBRY GINGER ALE	90
BRISK LEMONADE	64
DT SQUIRT CITRUS	43

DT A&W CREAM SODA	31
DT SUNKIST ORANGE	30
DT CHERRY DR PEPPER	27
DT CODE RED	19
DT SUNKIST LEMADE	15
DR PEPPER TEN	13
7UP TEN	11
A&W TEN	5
PEPSI	4
MTN DEW	3
DT CAF FREE DR PEPPER	1

**ADDENDUM TWO  
SECOND ROUND QUESTIONS and ANSWERS**

Date: July 13, 2018

To: All Bidders

From: Julie Dabydeen, Buyer  
AS Materiel State Purchasing

RE: Addendum for Invitation to Bid Number ITB 5883 OF to be opened July 20, 2018 at 2:00 p.m.  
Central Time

**Questions and Answers**

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			On one of the attachment it refers to a Community Correctional Center in Omaha, but I don't see that listed on the volume sheet? Is it called something different or possibly not listed? Can we get expected volume for this location if it is not in the already provided information?	Community Correctional Center – Omaha is not part of this ITB. Please refer to Attachment "B" which provides a list of the facilities that are included in this ITB.

**SEE REVISED INVITATION TO BID  
SEE REVISED ATTACHMENT A BID SHEET  
SEE NEW ATTACHMENT D**

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid response.

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

<b>Date</b>	6/25/18	<b>Page</b>	1 of 1
<b>Solicitation Number</b>	5883 OF		
<b>Opening Date and Time</b>	07/20/18	2:00 pm	
<b>Buyer</b>	JULIE DABYDEEN (AS)		

**DESTINATION OF GOODS**  
**MULTIPLE DELIVERY LOCATIONS**  
**PLEASE REFER TO DOCUMENTATION**  
**FOR DELIVERY ADDRESSES.**

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

\_\_\_\_ 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.

Contract to supply and deliver BRAND NAME POP to the State of Nebraska as per the attached specifications for a two (2) year period from date of award. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

(Ik 6/25/2018)

## INVITATION

TOKEN AND COIN POP  
SEE ATTACHMENT A BID SHEET



### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

**Sign**

**Here** (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

**VENDOR#** \_\_\_\_\_

**VENDOR:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contact** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Facsimile** \_\_\_\_\_

**Email** \_\_\_\_\_

# INVITATION TO BID

Number 5883-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a "Brand Name" pop contract, ITB Number 5883 OF for the purpose of selecting a qualified Bidder to supply and deliver "Brand Name" Pop. Specifications can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

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

**INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>.

An optional Pre-Bid Conference will be held on (Wednesday, July 11, 2018 at 10:00 a.m.) at 1526 K Street, Suite 130, Conference Room A.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

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

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

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

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



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

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

**Bid/Proposal:** The offer submitted by a vendor in a response to written solicitation.

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

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

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

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

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

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

**CCCL:** Community Corrections Center – Lincoln

**CCCO:** Community Corrections Center – Omaha

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

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

**Collusion:** An agreement or cooperation between two 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 or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska

Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

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

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

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

**Cooperative Purchasing:** The combining of requirements of two 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.

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

**CSI:** Cornhusker State Industries

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

**DEC:** Diagnostic & Evaluation Center

**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 an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

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

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

**Free on Board (F.O.B.) 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.

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

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

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

**Invalid Bid:** i.e., a fax or email response for a term contract.

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers.

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

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

**LCC:** Lincoln Correctional Center

**Mandatory/Must:** 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/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

**NCCW:** Nebraska Correctional Center for Women

**NCYF:** Nebraska Correctional Youth Facility

**NDCS:** Nebraska Department of Corrections

**NSP:** Nebraska State Penitentiary

**OCC:** Omaha Correctional Center

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

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

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

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

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

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

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

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

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

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

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

**Program Set:** The group of programs and products, including the Licensed Software specified in the ITB, 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 goods to be provided under the contract.

**Proposal:** See Bid.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service 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 an ITB or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

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

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

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Responsible Bidder:** A Bidder 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 Bidder who has submitted a bid which conforms to all requirements of the solicitation document.

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

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

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

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

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

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

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

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

**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.

**TSCI:** Tecumseh State Correctional Institution

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

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

**Vendor Performance Report:** A report issued to the Contractor by SPB when products or goods delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to SPB by the agency. The SPB shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**WEC:** Work Ethic Camp

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing “Brand Name” Pop at a competitive and reasonable cost. A detailed description can be found in Sections V and VI.

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

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

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: Julie Dabydeen  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500

E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**C. COMMUNICATION WITH STATE STAFF**

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. 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.

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 SPB; and
3. Contact required for negotiation and execution of the final contract.

Violation of these conditions may be cause to reject a Bidder’s bid and/or withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

**D. SCHEDULE OF EVENTS**

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

ACTIVITY		DATE/TIME
1.	Release ITB	June 25, 2018
2.	Last day to submit “Notification of Intent to Attend Pre-Bid Conference”	July 8, 2018
3.	Last day to submit written questions	July 8, 2018
4.	State responds to written questions through ITB “Addendum” and/or “Amendment” to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	July 10, 2018
5.	Optional Pre-Bid Conference Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	July 11, 2018
6.	Last day to submit written questions after Pre-Bid Conference	July 12, 2018
7.	State responds to written questions through ITB “Addendum” and/or “Amendment” to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	July 13, 2018



ACTIVITY		DATE/TIME
8.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	July 20, 2018 2:00 PM Central Time
9.	Review for conformance of mandatory requirements	July 20, 2018
10.	Evaluation period	TBD
11.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBD
12.	Contract finalization period	TBD
13.	Contract award	TBD
14.	Contractor start date	TBD

**E. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 5883 OF; "Brand Name" Pop Questions". SPB is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids 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.

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

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

**F. PRE-BID CONFERENCE**

A pre-bid conference will be held per the Schedule of Events. Attendance at the pre-bid conference is optional. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the ITB requirements. Questions that have a material impact on the ITB or ITB process, and relevant to all Bidders will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions of interest to an individual Bidder during the conference. If a Bidder 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.

**G. RECYCLING (§ 81-15,159(d)(2))**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**H. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct 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 the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**I. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are 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. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, 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 successful Bidder and their subcontractors.

**J. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**K. SAMPLES**

When requested, samples shall be furnished at the Bidder's expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the Bidder's name, the ITB number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State reserves the right to request samples even though this may not have been set forth in the ITB. Samples not destroyed in testing will be returned at Bidder's expense, if requested, or will be donated to a public institution.

**L. BID PREPARATION COSTS**

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

**M. 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 bid. 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.

**N. PRICES**

Prices submitted on the cost proposal form shall remain fixed for the first twelve (12) months of the contract. Any request for a price increase subsequent to the first twelve (12) months of the contract must be submitted thirty (30) days in advance of requested date to State Purchasing Bureau. Documentation may be required by the State to support the price increase. Documentation may include, but is not limited to, copies of invoices showing increases over previous contract price, price lists, or other material costs that support the price increase request for the products.

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

**O. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB (Sections II through VI) become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in Sections II through VI must be clearly defined by the Bidder in its bid 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 ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

**P. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision.

Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

**Q. LUMP SUM OR 'ALL OR NONE' BIDS**

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 bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

**R. BID REQUIREMENTS**

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. Completed ITB Form or State's Bid Sheet.

**S. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this ITB 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 bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension 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.

**T. SUBMISSION OF BIDS**

**ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!**

Only one (1) original bid shall be submitted. Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

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

Sealed bids must be received in the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. No late bids 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. Website address is as follows:  
<http://das.nebraska.gov/materiel/purchasing.html>

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in this ITB.

**U. EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$50,000.00. .

**V. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only 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.

**W. LATE BIDS**

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

**X. BID OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

**Y. BID TABULATIONS**

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>.

**Z. BEST AND FINAL OFFER**

The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.

**AA. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.

**BB. REJECTION OF BIDS**

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

**CC. RESIDENT BIDDER**

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

**DD. AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

By submitting a bid in response to this ITB, 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.

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

The protest procedure is available on the Internet at: [http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

The State reserves the right to award contracts in a manner, and utilizing methods, selected in the State's best interest and discretion. The State may waive informalities or irregularities in bids if the waiver is in the best interest of the

State and such waiver does not prejudice other Bidders in the State's discretion. After evaluation of the bids, the State may take, in the State's discretion, one or more of the following actions:

Accept or reject a portion of or all of a bid;  
Accept or reject all bids;  
Withdraw the ITB;  
Elect to rebid the ITB;  
Award single lines or multiple lines to one or more Bidders; or,  
Award one or more complete contracts.

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

Price;  
Location;  
Quality;  
Delivery time; and,  
State contract management requirements and/or costs.

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI as part of their bid.** Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. 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 bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. 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 addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

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

**A. GENERAL**

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

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

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

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

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.

**B. NOTIFICATION**

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

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

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

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

**C. GOVERNING LAW**

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.

**D. CHANGE ORDERS OR SUBSTITUTIONS**

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

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

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

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

Vendor will not substitute any item that has been awarded without prior written approval of SPB.

**E. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**F. NON-WAIVER OF BREACH**

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

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

**G. SEVERABILITY**

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

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



**H. INDEMNIFICATION**

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

**1. GENERAL**

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

**2. SELF-INSURANCE (Statutory)**

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

**I. ATTORNEY’S FEES**

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

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

**J. ASSIGNMENT, SALE, OR MERGER**

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

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

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

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

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

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

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

**L. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted 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.

**M. CONFIDENTIALITY**

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

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

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

**N. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**O. CONTRACT CLOSEOUT**

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

Upon termination of the contract for any reason the Contractor 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 Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property;

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

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

By-name personnel commitments made in the Contractor's bid 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.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

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

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the ITB response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, 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 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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

**E. PERMITS, REGULATIONS, LAWS**

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

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

**F. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

**language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter.

For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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

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

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

REQUIRED INSURANCE COVERAGE		
<b>COMMERCIAL GENERAL LIABILITY</b>		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Fire Damage		\$50,000 any one fire
Medical Payments		\$10,000 any one person
Damage to Rented Premises		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.		
<b>WORKER'S COMPENSATION</b>		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>		
Over Primary Insurance		\$5,000,000 per occurrence
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>		
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. State of Nebraska shall be included as additionally insured."		

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.



**3. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

Julie Dabydeen  
 State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, NE 68508

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

Reasonable notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

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

**G. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

**H. ANTITRUST**

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

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

**I. CONFLICT OF INTEREST**

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

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**J. STATE PROPERTY**

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

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

**K. SITE RULES AND REGULATIONS**

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

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

**L. ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods 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.

**M. DRUG POLICY**

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

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

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

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

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

**B. TAXES**

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

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

**C. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall reference a customer purchase order number.

Invoices will be submitted for each pop delivery and a separate invoice is required for each NDCS facility.

Invoices to be sent to: NDCS Accounts Payable  
P.O. Box 94661  
Lincoln, NE 68509-4661

OR via email to:  
[dcs.accounts payable@nebraska.gov](mailto:dcs.accounts payable@nebraska.gov)

[Contractor will invoice each state agency using the contract separately.](#)

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

**D. INSPECTION AND APPROVAL**

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

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

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

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

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

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

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

**H. RIGHT TO AUDIT (Statutory)**

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

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 billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## **V. SCOPE OF WORK**

The Bidder must provide the following information in response to this ITB.

### **A. SCOPE**

It is the intent of this bid invitation to establish a contract to supply "Brand Name" Pop per the attached specifications from date of award for a period of two (2) years with the option to renew for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

All items bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the "Brand Name" Pop whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

### **B. AMENDMENT**

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

### **C. REVISIONS**

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

### **D. NDCS SITE REGULATIONS**

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

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

**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

“YES” response means the Bidder guarantees they can meet this condition.

“NO” response means the Bidder cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder’s alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.</p>
			<p>2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.</p>
			<p>3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).</p>

**NOTES/COMMENTS:**

**C. TECHNICAL SPECIFICATIONS: POP MACHINES**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p><b>1.</b> Pop machines will be provided by the contractor. All Pop Machines provided must accept US Coins OR tokens. Please see Bid Sheet for designation of type of machine by facility location.</p>
			<p><b>2.</b> Pop machines should accept smart card technology. Not installed initially at no additional cost to NDCS.</p>
			<p><b>3.</b> Pop machines must have operating internal coin/token counters.</p>
			<p><b>4.</b> NDCS currently uses a coin token by Symbol Arts. Item# XMC14069            Size: (22.84 mm/thickness: 1.78 mm            Machines will have to accept a 22.84 mm with a Thickness of 1.78 mm</p> <p>Please state the size and token used in pop machines being bid:</p> <p>Size:</p> <p>Thickness:</p>
			<p><b>5.</b> Requirements for Electrical 115 volt preferred            Please state voltage of pop machines below:</p> <p>_____</p>
			<p><b>6.</b> All machines bid should be alike per facility and match the dimensions bidder identifies in items 7 through 11 below.</p>
			<p><b>7.</b> Dimensions for pop machines:</p> <p>Pop machine dimensions as bid: _____</p> <p>Clearance necessary: _____</p>
			<p><b>8.</b> Pop machines must be designed for indoor and outdoor use</p>
			<p><b>9.</b> Number of Selections: _____</p> <p>How many selections available in pop machine: _____</p>
			<p><b>10.</b> Total Capacity of Cans: _____</p>
			<p><b>11.</b> Tamper resistant preferred</p>
<p><b>NOTES/COMMENTS:</b></p>			



**D. TECHNICAL SPECIFICATION: SPECIFICATION: POP**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Pop products bid must be the name or equivalent as specified on each one of the bid sheets. No "generic" pop brands are accepted.
NOTES/COMMENTS:			

**E. TECHNICAL SPECIFICATION: MAINTENANCE AND REPAIRS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The State of Nebraska will not be billed for maintenance or repair costs of vendor-owned machines provided.
			2. NDCS is requesting 48 hour response time for service calls and repairs. Bidder please provide response time you can provide: _____
			Response times quoted past 48 hours maybe a factor in award.
			3. Repairs should be completed within two (2) business days from the date of service call.
NOTES/COMMENTS:			

**F. ANNUAL USAGE, ESTIMATED**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
			2. CCCL: Estimated usage 4269 cases 8 Coin pop machines
			3. DEC: Estimated usage 5,010 cases 10 Token pop machines
			4. LCC: Estimated usage 4232 cases 13 Token machines
			5. NCCW: Estimated usage 3036 cases 5 Token pop machines
			6. NCYF: Estimated usage 396 cases 2 Token pop machines
			7. NSP: Estimated usage 13,359 cases 15 Token pop machines
			8. OCC: Estimated usage 8553 cases 11 Token pop machines
			9. TSCI: Estimated usage 4673 cases 12 Token pop machines
			10. WEC: Estimated usage 1000 cases 2 Token pop machines
			11. Nebraska Game and Parks Commission, Nebraska Outdoor Education Center, 4705 N. 44 <sup>th</sup> St., Lincoln, NE: Estimated usage 66 cases 1 Coin Pop Machine
<b>NOTES/COMMENTS:</b>			

**G. USAGE REPORT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The vendor shall provide a quarterly usage report at the request of the State Purchasing Bureau of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State.
<b>NOTES/COMMENTS:</b>			

**H. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p><b>1.</b> A successful Bidder will maintain sufficient inventory to process and deliver swiftly. There will be no minimum order requirements. Deliveries should be clearly marked with the purchase order number.</p> <p>If delays in delivery are anticipated, the Contractor will immediately notify the NDCS facility of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Contractor will be held responsible for any/all excess cost.</p> <p>Bidder: State Calendar Delivery Days ARO _____</p> <p>Please note that delivery days quoted past three (3) days may be a factor in award consideration.</p>
			<p><b>2.</b> Larger facilities may require deliveries 2 to 3 times a week.</p>
			<p><b>3.</b> At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**I. DELIVER LOCATIONS/INSTRUCTIONS (BIDDER IS CERTIFYING THAT THEY CAN MEET THE DELIVER LOCATIONS/INSTRUCTIONS)**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p><b>1.</b> See Attachment C for facility delivery instructions.</p>
			<p><b>2.</b> NDCS reserves the right to amend the contract as needed to include additional locations</p>
			<p><b>3.</b> Nebraska Game and Parks Commission Nebraska Outdoor Education Center 4705 North 44<sup>th</sup> Street Lincoln, NE</p>
			<p><b>4.</b> Loose cans are not acceptable. Vendor must be able to unload trucks either with a tommy lift or some other mechanical means (exception: Deliveries to TSCI. A loading dock and walker stacker are available).</p>
<p><b>NOTES/COMMENTS:</b></p>			

**J. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All facility orders should reference a purchase order number. The purchase order number must be referenced on the packing slip and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
			2. Vendor will confirm receipt of order and supply NDCS Staff with estimated delivery date. (See Attachment C for delivery times and requirements).
<b>NOTES/COMMENTS:</b>			

**K. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking. Products delivered shall not be past expiration date, at a minimum, and in wholesome condition.
<b>NOTES/COMMENTS:</b>			

**L. PRICES – CORE LIST and CATALOG/NON-CORE**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The State intends to enter into a Contract(s) for "Brand Name" Pop for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core List. Catalog/Non-Core List items shall be represented by a catalog or current manufacturer price list(s) containing products, flavors and beverages not called out in the Core List, as shown in Attachment A Brand Name Pop Core List.  The Core List shall contain the most repetitively purchased Brand Name Pop items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The State will not accept substitutions on the products listed on the Core List.

			<p>The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.</p>
			<p>2. Catalog/Non-Core List items are defined as those additional items available from the vendor not listed as part of the Core List, such as other flavors available or other types of beverages that can be sold in pop machines. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period.</p> <p>Or, the Bidder may provide a separate price list for all the non-core/catalog items in lieu of a discount percentage.</p> <p>All items not included on the Core List shall be considered Catalog/Non-Core Items.</p>
			<p>3. At the request of the SPB, the vendor shall block availability on certain non-core items as identified by SPB such as Beverages with alcohol content.</p>
			<p>4. PRICE - CORE LIST and CATALOG/NON-CORE</p> <p><b>For Token Machines:</b> Core List prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core List pricing is to remain firm for the initial twelve (12) months of the contract. Any request for an increase must be submitted in writing to the SPB a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract.</p> <p><b>For Coin Machines:</b> Vendor will empty coins and pay a commission to each facility for coin operated machines on a quarterly basis.</p> <p><b>A commission statement or report should accompany check showing facility, volume, period covered and amount of commission being paid.</b></p> <p>Catalog/Non-Core item purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Discount bid off of manufacturer's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the Contractor to supply the SPB and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the SPB.</p> <p>Discounts for Catalog/Non-Core items shall be applied to products as presented in Attachment A Pop Core List. Bidder shall include each manufacturer's list price schedule.</p> <p>Prices quoted for products on the Core List and Catalog/Non-Core items shall be inclusive of all costs, to include but not limited to</p>

			<p>storage, processing and/or delivery throughout the State. Vendor cannot impose any additional service fees. Vendor shall inform the SPB in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.</p> <p>NO price increases are to be billed to the State facilities without prior written approval by the SPB.</p> <p>The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.</p> <p>It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.</p>
			<p><b>5.</b> CORE LIST PRICING - CORE LIST and CATALOG/NON-CORE Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions. A manufacturer's model/number has been provided for each item. All bid units should match exactly. NOTE: If vendor fails to provide a price on any items, those items for that vendor will be adjusted to the highest quoted price for those items. In those cases where items may have more than one brand name, the vendor may bid on either brand. Please indicate which brand was bid. Bidder must complete Attachment A Pop Core List. Please pay special attention to the unit of measure.</p>
			<p><b>6.</b> CATALOG/NON-CORE PRICING - CORE LIST and CATALOG/NON-CORE Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the SPB upon request.</p> <p>The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.</p> <p>The percentage discount rate for Catalog/Non-Core items or categories will not decrease during the life of the contract.</p> <p>A firm percentage rate must be quoted--a range of percentages will not be considered.</p> <p>OR: Contractor may provide price lists for the non-core pop flavors and/or other types of beverages available to be sold in the pop machines.</p> <p>Catalog/Non- Core Categories have been identified as follows :</p> <ol style="list-style-type: none"> <li>a. Other Flavors of Canned Pop (excluding core items)</li> <li>b. Energy Drinks (excluding core items; may provide bottles)</li> <li>c. Sports Drinks (excluding core items, may provide bottles)</li> <li>d. Water, Flavored and Plain (excluding core items, may provide bottles)</li> </ol>

			e. Other Flavors of Bottle Non-Alcoholic Beverages
			<p><b>7. PRICE LISTS AND CATALOGS - CORE LIST and CATALOG/NON-CORE</b>  After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog or price list used for this ITB for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.</p>
			<p><b>8. USAGE REPORTS - CORE LIST and CATALOG/NON-CORE</b>  Usage reports may be requested by the SPB. The reporting period may be determined (monthly, quarterly, etc.) based on need and may include the following:</p> <ul style="list-style-type: none"> <li>a. Fill rate information for core and non-core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.</li> <li>b. Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold.</li> <li>c. Any additional report the SPB may deem necessary.</li> </ul>
			<p><b>9. SUBSTITUTION - CORE LIST and CATALOG/NON-CORE</b>  Vendor will not substitute any Core List item that has been awarded without prior approval of SPB.</p>
<b>NOTES/COMMENTS:</b>			

**M. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p><b>1.</b> To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.</p>
<b>NOTES/COMMENTS:</b>			

**N. SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.
NOTES/COMMENTS:			

**O. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

\*\*\*CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES\*\*\*

YES	NO	*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
		<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
		2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).
		3. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
		4. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.



**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 5883 OF**

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

Preparation of ITB Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

**Form B**  
**Notification of Intent to Attend Pre-Bid Conference**  
**Invitation To Bid Number 5883 OF**

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

The "Notification of Intent to Attend Pre-Bid Conference" form should be submitted to the SPB via e-mail ([as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)), facsimile (402-471-2089), hand delivered or U.S. Mail by the date shown in the Schedule of Events.

**Attachment A**  
**Brand Name Pop Core List- Token Machines**  
**5883 OF**

**An Acceptable Brand Name Pop is listed in each column. Bidder shall list the Brand Name Pop they are Bidding.**

**\* Bidders list other options and pricing. May attach a second sheet, if necessary.**

**12 Ounce Cans**

Requested Brand Name Pop	Can Size Ounces Bidding	Number of Cans per case	Price per Case
Pepsi, Coke, RC Cola, Regular List Brand bidding _____			
Diet Pepsi, Diet Coke or Diet Right Cola List Brand bidding _____			
Wild Cherry Pepsi, Cherry Coke, or RC Cherry Cola, Regular List Brand bidding _____			
Diet Wild Cherry Pepsi or Diet Cherry Coke List Brand bidding _____			
Mountain Dew List Brand bidding _____			
Diet Mountain Dew List Brand bidding _____			
Mountain Dew Code Red List Brand bidding _____			
Mug Root Beer or A & W Root Beer List Brand bidding _____			
Diet Mug Root Beer or Diet A & W Root Beer List Brand bidding _____			
Sunkist Strawberry List Brand bidding _____			
Sunny Delight Orange List Brand bidding _____			
7 UP List Brand bidding _____			
Diet 7 UP List Brand bidding _____			

Cherry 7UP List Brand bidding_____			
Diet Cherry 7 Up List Brand bidding_____			
A & W Cream Soda List Brand bidding_____			
Sunkist Grape List Brand bidding_____			
Ruby Red Squirt List Brand bidding_____			
Sunkist Lemonade List Brand bidding_____			
Sunkist Orange List Brand bidding_____			
A & W Cream Soda List Brand bidding_____			
Squirt Citrus or Sundrop Citrus Soda List Brand bidding_____			
Diet Citrus Squirt or Diet Sundrop Citrus Soda List Brand bidding_____			
Sunkist Orange List Brand bidding_____			
Dr Pepper List Brand bidding_____			
Diet Dr Pepper List Brand bidding_____			
Cherry Dr Pepper List Brand bidding_____			
Diet Cherry Dr Pepper List Brand bidding_____			

Big Red Soda List Brand bidding_____			
Hawaiian Punch List Brand bidding_____			
Canada Dry Ginger Ale List Brand bidding_____			
Mist Twist List Brand bidding_____			
Mountain Dew Livewire List Brand bidding_____			
Crush Strawberry List Brand bidding_____			
Crush Orange List Brand bidding_____			
Crush Grape List Brand bidding_____			

## Brand Name Pop Core List- Coin Machines; Full Service, Commission Paid

**An Acceptable Brand Name Pop is listed in each column. Bidder shall list the Brand Name Pop they are Bidding.**

\* Bidders list other options and pricing. May attach a second sheet, if necessary.

### 12 Ounce Cans

Requested Brand Name Pop	Can Size Ounces Bidding	Number of Cans per case	Percentage of Commission Paid to Facility; Based on a Maximum Rate of \$0.60 Per Can
Pepsi, Coke, RC Cola, Regular List Brand bidding _____			
Diet Pepsi, Diet Coke or Diet Right Cola List Brand bidding _____			
Wild Cherry Pepsi, Cherry Coke, or RC Cherry Cola, Regular List Brand bidding _____			
Diet Wild Cherry Pepsi or Diet Cherry Coke List Brand bidding _____			
Mountain Dew List Brand bidding _____			
Diet Mountain Dew List Brand bidding _____			
Mountain Dew Code Red List Brand bidding _____			
Mug Root Beer or A & W Root Beer List Brand bidding _____			
Diet Mug Root Beer or Diet A & W Root Beer List Brand bidding _____			
Sunkist Strawberry List Brand bidding _____			
Sunny Delight Orange List Brand bidding _____			

7 UP List Brand bidding_____			
Diet 7 UP List Brand bidding_____			
Cherry 7UP List Brand bidding_____			
Diet Cherry 7 Up List Brand bidding_____			
A & W Cream Soda List Brand bidding_____			
Sunkist Grape List Brand bidding_____			
Ruby Red Squirt List Brand bidding_____			
Sunkist Lemonade List Brand bidding_____			
Sunkist Orange List Brand bidding_____			
A & W Cream Soda List Brand bidding_____			
Squirt Citrus or Sundrop Citrus Soda List Brand bidding_____			
Diet Citrus Squirt or Diet Sundrop Citrus Soda List Brand bidding_____			
Sunkist Orange List Brand bidding_____			
Dr Pepper List Brand bidding_____			
Diet Dr Pepper List Brand bidding_____			
Cherry Dr Pepper List Brand bidding_____			

Diet Cherry Dr Pepper List Brand bidding_____			
Big Red Soda List Brand bidding_____			
Hawaiian Punch List Brand bidding_____			
Canada Dry Ginger Ale List Brand bidding_____			
Mist Twist List Brand bidding_____			
Mountain Dew Livewire List Brand bidding_____			
Crush Strawberry List Brand bidding_____			
Crush Orange List Brand bidding_____			
Crush Grape List Brand bidding_____			



**5883 OF Brand Name Pop Catalog/Non-Core Bid Sheet**

Other Flavors of Canned Pop Percent Discount \_\_\_\_\_

Energy Drinks Percent Discount \_\_\_\_\_

Sports Drinks Percent Discount \_\_\_\_\_

Water, Flavored & Plain Percent Discount \_\_\_\_\_

End of Attachment A Bid Sheet

**Attachment B**  
**Brand Name Pop- NDCS Facilities**  
**5883 OF**

Acceptable Brand Name Pop is listed in each column. Bidder shall list the Brand Name Pop they are Bidding.

Estimated Annual Usage 44,528 Cases Total Throughout the Facilities at NDCS

Facility	Facility Estimated Annual Usage, Overall Total Cases	Coin Operated Machines Per Facility See Delivery List for Instructions	Token Machines Per Facility See Delivery List for Instructions
Community Correctional Center-Lincoln	4269 Cases	8	
Nebraska Correctional Center for Women	3036 Cases		5
Diagnostic & Evaluation Center	5010 Cases		10
Lincoln Correctional Center	4232 Cases		13
Nebraska Correctional Youth Facility	396 Cases		2
Nebraska State Penitentiary	13359 Cases		15
Omaha Correctional Center	8553 Cases		11
Tecumseh State Correctional Institution	4673 Cases		12
Work Ethic Camp	1000 Cases		2
Nebraska Game & Parks Commission - Nebraska Outdoor Education Center	60 Cases	1	

ADDRESS AND RECEIVING HOURS FOR NEBRASKA DEPARTMENT OF CORRECTIONS FACILITIES (5883 OF ATTACHMENT C)

Facility Letter	Facility Address & Telephone Number	Phone/Fax Number	Delivery Hours	Business Mgr./ Phone Number	Pop Contact For Vendors	Warehouse Manager	Special Instructions and Delivery Requirements
A	DCS Central Warehouse 1001 Pioneers Blvd Lincoln, NE 68502	Phone: 402-479-3010 Fax: 402-479-3248	Monday - Friday 8 AM-2 PM	Rex Haake 479-3010 Karina Farritor		Rex Haake 402.479.3010	Dock Ramp, Forklift & Pallet Jack available
B	Tecumseh State Correctional Institution P.O. Box 900 Tecumseh, NE 68450	Phone: 402-335-5998 Fax: 402-335-5115	Monday-Friday 8:00 AM-2:00 PM	Brandi Holley 402-335-5109	Teri James Recreation Manager 402-335-5907 ext 5343	David Beccard 402-335-5161	Pop will be delivered to Warehouse within 1 working day ARO. Loading Dock, Forklift & Pallet Jack available
F	Diagnostic & Evaluation Center 3220 West Van Dorn St Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 22800/Lincoln, NE 68542	Phone: 402-471-3330 Fax: 479-6396	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	James Gibson 479-6390	James Jansen Assistant Warden 402-479-6340	Sheri Davids 402.471.2861	Pop delivered to Entrance
H	Lincoln Correctional Center 3216 West Van Dorn St. 68522 Lincoln, Ne 68522-9278	Phone: 402-471-2861 Fax: 402-479-6100	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Holly Alm 479-6162	Kevin Oliver Recreation Manager 402-471-2861	Sheri Davids 402-471-2861	Vendor will deliver pop through the Security Wire Gate & unload at the Turn Key Door using a lift. Vendor will deliver the pop to the gym.
I	Cornhusker State Industries(Business Office) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1264 Fax: 402-471-1263		Mike Martin 402-471-1254			
I	Cornhusker State Industries (Warehouse) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1264 Fax: 402-471-1263	8:00AM-5:00PM	Mike Martin 402-471-1254		Shawn Martindale 402-471-1264	
J	Nebraska State Penitentiary 4201 S. 14th Street Lincoln, NE 68502 <u>POST OFFICE ADDRESS:</u> P.O. Box 2500 Lincoln, NE 68542	Phone: 402-471-3161 Fax: 402-471-4326	Monday - Friday 8AM-2PM accept deliveries thru lunch	Steve Johnson 402479-3217	Rob Treptow Recreation Manager 402-471-3161 ext 3335		Vendor will deliver the pop. The facility will stock pop machines
K	Nebraska Correctional Youth Facility 2610 N. 20th Street East Omaha, NE 68110	Phone: 402-595-2000	8:00AM-11:00AM & 1:00pm-3:30pm	Sandra Rachwalik 402-636-8603	Sandra Rachwalik 402-636-8603		Vendor will deliver and stock pop machines Vendor will give tokens & meter reading to Business Mgr. on each visit.
L	Omaha Correctional Center P.O. Box 11099, 2323 East Ave J Omaha, NE 68111	Phone: 402-595-3963 Fax: 402-595-2227	7:30AM-10:30AM & 12:30pm-2:30PM Monday-Friday,no holidays	William Maudlin 402-522-7001	William Maudlin 402-522-7001	Marlo Fannin 402.522.7160	Vendor will deliver and stock pop machines No loading dock Pallet Jack & Forklift are available
M	Work Ethic Camp 2309 N Hwy 83 McCook, NE 69001	Phone: 308-345-8405 Fax: 308-345-8407	730-1530 M-F	Jon Anderjaska 308-345-8458x219	Jon Anderjaska 308-345-8458 ext 219	Anne Wiemers 303-345-8405 ext 249	Deliver pop to warehouse. Dock height loading/unloading is available Hydraulic lift & Pallet Jack Avail
O	Community Correctional Center - Omaha 2320 E Avenue "J" Omaha, NE 68110	Phone: 402-595-2010 Fax: 402-595-2227	7:30AM-10:30AM & 12:00PM-2:30PM	William Maudlin 402-522-7001	Dave Erickson 402-522-7024	Marlo Fannin 402.522.7160	
P	Residential Treatment Center - @ NSP 4201 S. 14th Street Lincoln, NE 68502 <u>POST OFFICE ADDRESS:</u> P.O. Box 25500, Lincoln, Ne 68542	Phone: 402-479-3397	Monday - Friday 7:00AM-11:30AM 12:00PM-3:00PM	Becky Fisher 402-479-5703			All items delivered to Central Warehouse unless otherwise noted
Q	DCS Pharmacy 2620 West Van Dorn St. Lincoln, NE 68522	Pharm. Phone: 402-471-7805 & 7806 Medical Supply Phone: 402-471-7807 Fax: 402-471-7809	Monday - Friday 7:00AM-3:30PM	Becky Fisher 402-479-5703			

**ADDRESS AND RECEIVING HOURS FOR NEBRASKA DEPARTMENT OF CORRECTIONS FACILITIES (5883 OF ATTACHMENT C)**

Facility	Facility Address	Phone/Fax	Delivery	Business Mgr./	Pop Contact	Warehouse	Special Instructions and
<b>R</b>	Nebraska Correctional Center for Women 1107 Recharge Rd York, NE 68467-8003	Phone: 402-362-3317 Fax: 402-362-3892	Monday - Friday 7:30 AM - 3:00 PM	Craig Peterson 402-362-8822	Craig Peterson 402-362-8822	Kristi Engel 402.362.3317 ext. 303	Deliver and stock pop machines Pallet jack available
<b>T</b>	Central Office, Bldg #1 (Double "Y") 801 W. Prospector Place, Bldg. #1 Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 94661 Lincoln, NE 68509	Phone: 402-471-2654	Monday - Friday 8:30-11:30 12:30-15:30	Sara Sump 402-479-5702			
<b>W</b>	Community Correctional Center - Lincoln 2720 West Van Dorn St. Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 2200 Lincoln, NE 68542	Phone: 402-471-6271 Fax: 402-471-6268	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Nicole Bayne 402-471-6258		Jerry Rotschafer 402-471-6265	Deliver & stock pop machines Forklift & Small Pallet Jack Available
<b>Z</b>	Federal Surplus 2700 West Van Dorn St. Lincoln, NE 68522	Phone: 402-471-2677	Monday - Friday 8:00 AM-3:30PM	Marie Leedom 402-471-1237			

**ALL INVOICES SHOULD BE SENT TO:  
DEPARTMENT OF CORRECTIONAL SERVICES  
ACCOUNTS PAYABLE  
P.O. BOX 94661  
LINCOLN, NE 68509-4661**

\*This facility does not have a warehouse or loading dock or available staff to unload shipments. The delivery driver will be required to unload the shipment with minimal or no assistance from the facility.

Updated 09-09-16

## ATTACHMENT D

Facility	Responsible Party for Stocking Pop Machines	
CCCL	Vendor	Usually not escorted
DEC	Staff	Pop is delivered to the front entrance
LCC	Staff	Vendor will deliver pop to the gym with an escort
NCCW	Staff	Pop is delivered to the warehouse
NCYF	Vendor	Escorted by staff
NSP	Staff	Escorted if pop delivered past the front entrance
OCC	Vendor	Escorted by staff
TSCI	Staff	Pop is delivered to the warehouse
WEC	Staff	Pop is delivered to the warehouse