State of Nebraska - INVITATION TO BID
ONE TIME PURCHASE

Date	11/12/14	**Page**	1 of 4
Solicitation Number	4851 OF		
Opening Date and Time	12/12/14 2:00 PM		
Buyer	JULIE DABYDEEN (AS)		

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-6500
Fax: 402-471-2089

DESTINATION OF GOODS

EDUCATIONAL TELECOMM COMM
BASSETT
PO BOX 62
BASSETT NE 68714-0062

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 AFFADAVIT: 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.

One Time Purchase to supply and deliver ERI SHPX Series Model SHPX-10AC Rototiller High Power Circularly Polarized 90.3 MHz FM Antenna System for KMNE-FM to the State of Nebraska as per the attached specifications.

A response to this Solicitation is subject to, but not limited to, the Standard Terms and Conditions. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU' S WEBSITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE. <http://www.das.ne.us/materiel/purchasing/purchasing.html>

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

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov <mailto:as.materielpurchasing@nebraska.gov>. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted on bids $25,000 and over.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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

The contractor, by signature to this Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS:_____% _____ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide 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# _____ **Contact** _____
VENDOR: _____ **Telephone** _____
Address: _____ **Facsimile** _____
_____ **Email** _____
_____ _____

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debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.
If the Contractor is an individual or sole proprietorship, the following applies:
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require 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.

Proprietary Information - Data contained in the Invitation to Bid response and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the Invitation to Bid. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of Proprietary Information contained within Nebraska' s Public Records Statutes. All Proprietary Information the bidder wishes the state to withhold must be submitted in a sealed package, which is separate from the remainder of the bid response. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Invitation to Bid response as proprietary. Bidders cost may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. 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 serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State' s definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.
Once bids are opened they become the property of the State of Nebraska and will not be returned.
It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.
State Statute §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.
Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.
Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked " yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:
a. Documentation from the United States Armed Forces confirming service,
b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than

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fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

(bl 11/12/14)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.
http://www.das.state.ne.us/materiel/purchasing/purchasing.html

Bid Tabulations are available on the internet at http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted on bids $25,000 and over.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	**ERI SHPX SERIES MODEL** SHPX-10AC ROTOTILLER HIGH POWER CIRCULARLY POLARIZED FM ANTENNA SYSTEM	**1.0000**	**EA**	_____	_____
2	**INSTALLATION OF ERI SHPX** SERIES MODEL SHPX-10AC ROTOTILLER HIGH POWER CIRCULARLY POLARIZED FM ANTENNA SYSTEM	**1.0000**	**EA**	_____	_____
3	**TESTING AND PROOF OF** PERFORMANCE FOR ANTENNA SYSTEM, INCLUDING TESTING OF 4" HELIAX LINE	**1.0000**	**EA**	_____	_____
4	**REMOVAL AND DISPOSAL** FROM JOB SITE OF EXISTING EQUIPMENT	**1.0000**	**EA**	_____	_____

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

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: http://www.das.state.ne.us/materiel/purchasing/purchasing.htm

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under $25,000 and up to ten (10) pages. **However, two party sealed bids containing facsimile pages are acceptable.** No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

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.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

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.

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 State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid 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.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, 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 Invitation to Bid 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 specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid 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 of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- 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 as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident 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**.**

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder 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 services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that 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.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: http:/www.nitc.state.ne.us/standards/accessibility/

Revised: 02/2004

STATE OF NEBRASKA
STATE PURCHASING BUREAU

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1	Release Invitation to Bid	November 12, 2014
2	Last Day to Submit Written Questions	November 25, 2014
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/materiel/purchasing.html	December 3, 2014
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	December 12, 2014 2:00 p.m. Central Time

WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 4851 OF; ERI SHPX Series Model SHPX-10AC Rototiller High Power Circularly Polarized 90.3 MHz FM Antenna System for KMNE-FM". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Julie Dabydeen, showing the total number of pages transmitted, and clearly marked "ITB Number 4851 OF; ERI SHPX Series Model SHPX-10AC Rototiller High Power Circularly Polarized 90.3 MHz FM Antenna System for KMNE-FM ".

Written answers will be provided through an addendum to be posted on the internet at http://das.nebraska.gov/materiel/purchasing.html **on or before the date shown in the Schedule of Events.**

STATE OF NEBRASKA: Commodity, One-Time Purchase

ERI SHPX Series Model SHPX-10AC Rototiller High Power Circularly Polarized 90.3 MHz FM Antenna System for KMNE-FM
Specifications
4851 OF

SCOPE
It is the intent of this Invitation to Bid (ITB) to solicit competitive bids to procure and install an **ERI SHPX Series Model SHPX-10AC Rototiller High Power Circularly Polarized 90.3 MHz FM Antenna for KMNE-FM** per the attached specifications as a one-time purchase. It is required that the awarded vendor will work in conjunction with product manufacturer representatives to ensure that all of the installation is performed to the manufacturers standards.

1. Requested stages of this Invitation to Bid and resulting Contract/Purchase Order include the following:Remove existing FM Antenna
2. Confirm the compatibility of existing 4” Heliax line
3. If 4” Heliax line is compatible, remove 3 1/8” rigid line
4. Install new antenna
5. Connect new antenna
6. Testing and Proof of Performance of operation
7. Removal and proper disposal from job site of removed antenna and associated components

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid 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 **ERI SHPX Series Model SHPX-10AC Rototiller High Power Circularly Polarized FM Antenna** whether or not they may be specifically mentioned below.

Complete specifications, manufacturer’s descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer’s descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer’s specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will 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.

TOWER SPECIFICATIONS AND REGISTRATION NUMBER

The location of the tower structure is:

NAD27 Coordinates: 42 20' 05" N 99 29' 02" W
NAD83 Coordinates: 42 20' 05" N 99 29' 03" W

A map location of the tower structure can be found here.
The tower structure is registered under FCC ASR 1029930

The physical address of the transmitter site is:

KMNE-TV/FM, NET
86304 Eagles Nest Ave.
Bassett, Nebraska 68714

The site is located approximately 17 miles south of Bassett, Nebraska.

Below is a list of the specifications:

Tower Manufacturer: Kline

Tower Height Top of Steel: 1,426 feet

Overall Tower Height (with top-mounted TV Antenna): 1,522 feet

Tower Face Width: 8.0 feet Center-to-Center

Tower Horizontal cross-member Spacing: 7.5 feet

Guy Levels: 162.5', 327.5', 500.0', 672.5', 852.5', 1032.5', 1220.0', and 1418.5' (8 levels)

No Elevator

Existing Dielectric DCR-C-12CRT75 FM Antenna located approximately in the 1229' – 1342' elevation on the tower

REMOVAL AND DISPOSAL FROM JOB SITE OF EXISTING SYSTEM
The contractor shall remove and properly dispose off-site the existing Dielectric DCR-C-12CRT75 High Power FM Antenna and the 3-1/8 inch rigid transmission line and brackets now feeding the current antenna. The 3 1/8" rigid line shall be removed intact by the installer, as much as is feasible, and will be retained by NET.

See **Attachments A – F** which are photographs of the existing antenna installation.

SUPPLY AND INSTALLATION OF NEW SYSTEM
The contractor shall, during the same time period, supply and install a new **ERI SHPX Series Model SHPX-10AC Rototiller High Power Circularly Polarized FM Antenna for 90.3 MHz** immediately after removal of the existing antenna referenced above.

All mounting brackets and hardware to complete the assembly for a working system shall be supplied and installed. The antenna shall be installed in place of the existing antenna, keeping the Center of Radiation, COR, at the same level or higher than that of the existing antenna, the final level to be determined by mechanical and electrical considerations, and this COR elevation shall be approved by NET prior to installation of the new antenna.

RETENTION OF EXISTING RE-USABLE COMPONENTS
It is intended that an existing 4-inch Heliax transmission line, that is presently installed on the tower, be used with appropriate end adapters, for connection to the new antenna. As a result, new, or the existing 3-1/8 inch rigid transmission line for the new antenna will not be required unless the existing installed Heliax is found defective or incompatible during the antenna installation, by agreement of

the installer, manufacturer and NET personnel. The Contractor shall supply and install the necessary adapters for the 4-inch Heliax to mate to the new antenna, and to the interface to the transmitter. Once established that there is no problem with the utilization of the 4-inch Heliax, the existing 3-1/8" rigid line transmission line shall be removed intact as much as is possible by the installer and retained by NET.

TESTING UPON COMPLETION

Upon completion of installation, the entire FM transmissions system shall be thoroughly tested and approved by the manufacturer and NET before acceptance is given of the new installation. Testing is to be performed with coordination between manufacturer, installing distributor, and subject to review and approval by NET. Documentation of all performance analysis measurements shall be provided, as well as documentation of the installation itself. The antenna system must be fully FCC compliant and operational with all parties signing off on System Acceptance.

NON-COMPLIANCE STATEMENT

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 bid.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid 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 as.materielpurchasing@nebraska.gov 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).

RIGHTS

The State reserves the right to waive technicalities; reject any or all bids, wholly or in part; and 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. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

SECRETARY OF STATE

Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

AWARD

All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest

responsible bidder, determined according to the provision of State Statute Section §81-161, R.R.S 1943. The State reserves the right to reject any or all bids, wholly or in part and 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.

TAXES
The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

PRICES
Price quoted shall be unit price and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.

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

AUTHORIZED DEALER AND WARRANTY
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 State Purchasing Bureau 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.

WARRANTY
Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the contractor. Defective parts or those damaged in shipment must be replaced by the contractor at no charge to the State of Nebraska. The manufacturer's Standard warranty shall apply and be in effect for at least two (2) years from the date system acceptance had been approved. A copy of warranty shall be provided upon request.

SUBSTITUTIONS
Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.

DELIVERY AND INSTALLATION
Delivery of product will be made to the KMNE-TV/FM Transmitter/Tower site at 86304 Eagles Nest Ave, Bassett, NE 68714 (17 miles south of Bassett on Highway 183) and shall be coordinated in advance with the Site Manager, Tim Hansen, NET, 402-684-3850 site or 402-822-0408 mobile, or, alternately, with David Block, NET, 402-750-7976 mobile.

Vendor will be expected to provide equipment and crew necessary for delivery and/or off-loading of product(s).

PAYMENT
Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within 45 days of receipt of service or invoice, whichever is received later. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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, and the contractor hereby waives any claim or cause of action for any such services.

ACCEPTABLE BRANDS
Products bid must be the brand AND model numbers as specified on each line of the Bid Document. The State of Nebraska will not be accepting alternatives to the brands specified. ERI SHPX Series Model SHPX-10AC Rototiller High Power Circularly Polarized FM Antenna equipment bid shall be the latest current models in production as of the date of the invitation to bid and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below. Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL equipment proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. The **ERI SHPX Series Model SHPX-10AC High Power Circularly Polarized FM Antenna** bid must meet or exceed the following requirements.

PERFORMANCE BOND
The selected contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid through June 1, 2015 or until completion and acceptance testing of system, whichever is later. The amount of the cashier's check or bond must be in the amount of $50,000.00 The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

A. INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). A copy of the Certificate of Insurance from the Contractor shall be submitted to NET prior to any tower work. The contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the contractor hereunder.

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.

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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage $1,000,000 combined single limit

d. UMBRELLA/EXCESS LIABILITY
Over Primary Insurance $1,000,000 per occurrence

e. SUBROGRATION WAIVER
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."

f. LIABILITY WAIVER
"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

4. EVIDENCE OF COVERAGE
The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the Invitation to Bid 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.

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.

REFERENCES
The State of Nebraska reserves the right to check any reference(s) regardless of source of the reference information, including but not limited to, those that are identified by the company in the bid, those indicated through explicitly specified contracts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects.

List the name, addresses, and the telephone numbers of three companies/businesses that we may contact who have performed similar installations.

1._____

2._____

3._____

CUSTOMER SERVICE/PROJECT MANAGER
The vendor shall list the name and phone number of the customer service representative/project manager who will be assigned to service the State of Nebraska's account:

Customer Service Representative/Project Manager: _____
Phone Number: _____
Fax Number: _____
E-mail Address: _____

ERI SHPX Series Model SHPX-10AC Rototiller High Power Circularly Polarized 90.3 MHz FM Antenna System for KMNE-FM

Bidder Instructions

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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. A "YES" response means the bidder guarantees they can meet this condition. A "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 of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. FM BROADCAST ANTENNA
			A. ERI Model SHPX-10AC Rototiller High Power Circularly Polarized FM Broadcast Antenna with Radomes installed and tested for the NET KMNE 392-Meter overall AGL broadcast tower.
			B. **Antenna shall have the following Electrical Specifications:** Channel 212
			C. Frequency 90.3 MHz
			D. Bays 10
			E. Power Gain >=7.5dB
			F. Input Impedance 50 Ohms
			G. Input Power Rating >=39kW
			H. Electrical Beam Tilt -0.75 degrees
			I. Bay to Bay Spacing 1 wavelength at 90.3MHz

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	2. REMOVAL AND PROPER DISPOSAL FROM JOB SITE OF EXISTING DIELECTRIC FM ANTENNA
			A. Prior to new system installation, the intended utilization of the existing 4-inch Heliax shall be ascertained prior to the removal of the rigid 3-1/8-inch transmission line.
			B. Removal includes proper disposal from job site of existing antenna and associated components (i.e., brackets).
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. ANTENNA INSTALLATION (TOWER) CREW
			A. Integration with manufacturer – Will comply with NET site policies
			B. Does the crew have a climber certification program?
			C. Does the crew have a site safety plan (emergency phone number's, site address, etc.)?
			D. Does the crew have a written rigging plan?
			E. Does the crew have a man rated hoist?
			F. Does the crew wear hard hats?
			G. For bidding distributor(s) provide name of Antenna Installation Tower Crew company that will be used for this project: _____
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. DISTRIBUTOR
			For bidding tower company(s) provide name of Distributor that will be used for this project: _____
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. DELIVERY OF PRODUCT
			A. Delivery personnel will be required to deliver and off load all products. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process. NET will not provide equipment or crew for off-loading products at site.
			B. Delivery preferred within 45 days of receipt of purchase order.Delivery times quoted past 180 days may be a factor in award consideration.
			C. Bidder state delivery time of product in days, ARO: _____Days ARO
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. INSTALLATION COMPLETION
			A. Installation to begin within 30 days after delivery, and completed without delay, weather permitting Disruption to other NET services will be held to a minimum, as is possible.
			B. Installation completion date no later than **June 1, 2015.**
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. SYSTEM TESTING and PROOF OF PERFORMANCE PRIOR TO FINAL COMPLETION
			The System must be fully tested with Proof of Performance documentation, and operational upon completion of installation with written sign off acceptance from NET
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. SECRETARY OF STATE REGISTRATION REQUIREMENTS *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.
			A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. 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.
			D. 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.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	9. BID COMPLIANCE
			A. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.
NOTES/COMMENTS:			

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Attachment A

Attachment B

Attachment C

Attachment D

Attachment E

Attachment F