

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
11802 OC

PAGE 1 OF 3	ORDER DATE 10/08/08
BUSINESS UNIT 27227040	BUYER SUZANNE SIEMER
VENDOR NUMBER: 501944	
VENDOR ADDRESS: BIANCO ENTERPRISES, INC 7651 S KENDALL BLVD LITTLETON CO 80128-5960	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 16, 2008 THROUGH NOVEMBER 15, 2009

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

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

Original/Bid Document 1719 OF

Contract to supply and deliver Solar Powered Trailer Mounted Arrow Board to the State of Nebraska Department of Roads for a one (1) year period from November 16, 2008 through November 15, 2009, with the option to renew in one (1) year increments when mutually agreeable to both the vendor and the State of Nebraska. The contract may be extended if agreeable to both parties.

Contract subject to thirty (30) days cancellation by either party upon written notice.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

VENDOR CONTACT: Ewa W. Bialasiewicz

PHONE: 303-973-1705

FAX: 303-972-1483

THIS IS THE SECOND RENEWAL OF THE CONTRACT. The contract is being renewed with a price increase to line 1.

Line	Description	Est. Qty	Unit of Measure	Unit Price
1	Solar Powered Trailer Mounted Arrow Board	20	EA	4,032.0000


BUYER


MATERIEL ADMINISTRATOR

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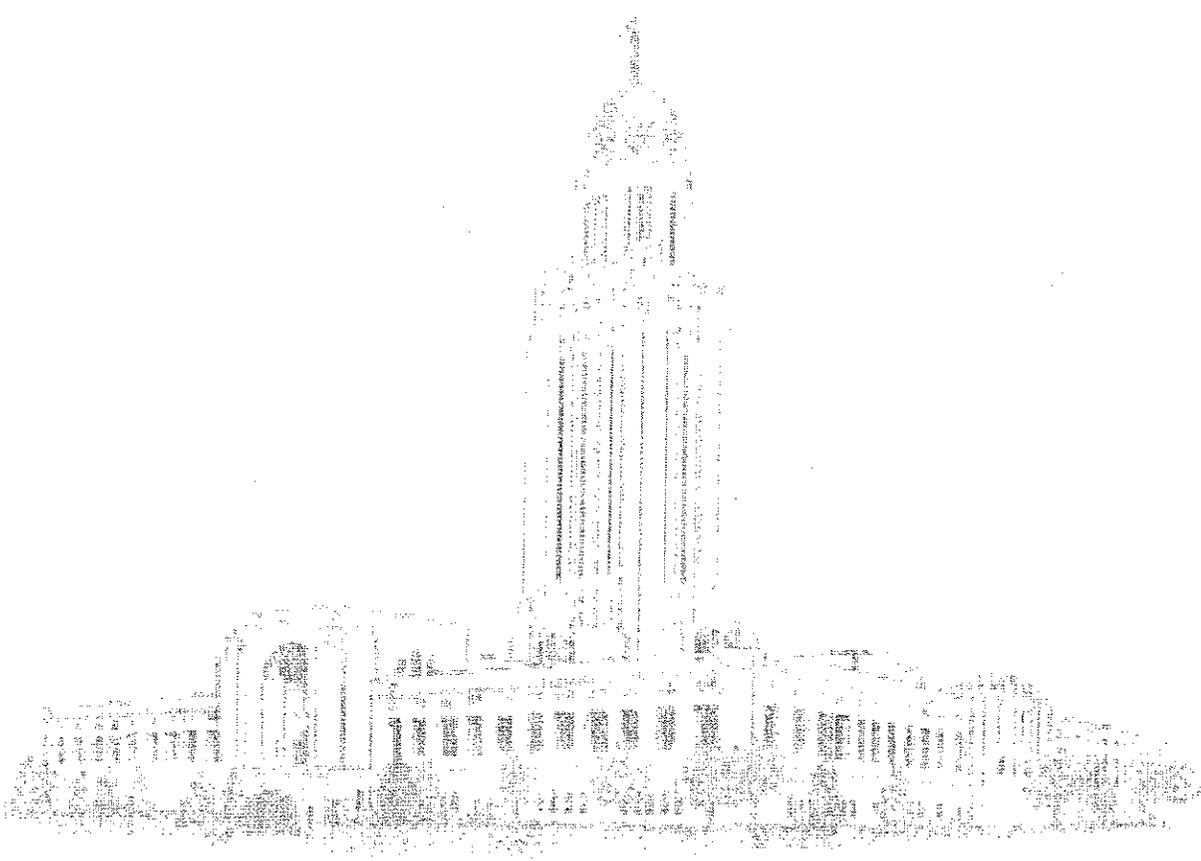
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2 OF 3		10/08/08	
BUSINESS UNIT		BUYER	
27227040		SUZANNE SIEMER	
VENDOR NUMBER:		501944	

Line	Description	Est. Qty	Unit of Measure	Unit Price
Make: Wanco				
Model: WTSP55-LSAC-06				

The options shall meet or exceed the following requirements, which are exceptions to specifications. Quotes must be furnished if available for below list and not included as standard equipment or required in main part of this specification.

2	Equipment shop repair manual	20	EA	0.0000
3	Equipment parts manual	20	EA	0.0000



SMS
BUYER INITIALS

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.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

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/>

SPECIAL CONDITIONS

Contract to supply and deliver SOLAR POWERED TRAILER MOUNTED ARROW BOARD to the State of Nebraska as per the attached specifications for a one year period from date of award. Contract may be renewed when mutually agreeable with the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable with the vendor and the State of Nebraska.

Bid prices shall be FOB Destination, with not additional charges for packing or handling.

Quantities stated are estimated only and shall not be construed to be either a minimum or a maximum. 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.

Prices shall remain firm for the duration of the initial contract period. If adjustments are necessary at the end of this period, a request for increase must be submitted in writing to the State Purchasing Bureau at least thirty (30) days prior to the effective date and accompanied by supporting manufacturer's documentation indicating percentage of increase. The supporting documentation must clearly establish the increase is for all customers, not to the State of Nebraska alone.

The State further reserves the right to reject any proposed price increase; cancel the contract and re-bid if determined the best interest of the State. No price increases are to be billed without prior written approval by the State Purchasing Bureau.

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 of Nebraska will be given full benefit of such decline in price immediately.

Contract subject to cancellation by either party upon thirty (30) days written notice.

Vendor is to supply information regarding contract usage by State Agencies, Boards, and Commissions. Information will include: Agency, Item(s) purchased, and dollar amount. Information will be provided to State Purchasing Bureau at the end of the contract or upon renewal of the contract.

Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Terms and conditions of the contract must be met by political subdivisions, cities and counties.

Direct all inquires to the buyer: Tom Morgan, State Purchasing Bureau, 301 Centennial Mall South, PO Box 94847, Lincoln, NE 68509. Phone: 402-471-2401.

N01T-06

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Specification for Solar Powered Trailer Mounted Arrow Board

N01T-06J

June 2006

EMI-N01

The SOLAR POWERED TRAILER MOUNTED ARROW BOARD shall be the latest current model under standard production by the manufacturer and shall be of proven performance, complete as regularly advertised and marketed. Units shall comply with all current State and Federal safety regulations. Complete detailed specifications or advertising brochure with cuts or photographs covering the IDENTICAL unit proposed to be furnished should accompany the Invitation to Bid. ANY INFORMATION NECESSARY TO SHOW COMPLIANCE WITH THESE SPECIFICATIONS, NOT INDICATED IN ADVERTISING BROCHURE SUPPLIED WITH BID DOCUMENT SHALL BE SUPPLIED AND SHALL ACCOMPANY THE BID. The complete unit, shall be delivered fully assembled, ready for satisfactory operation, and shall meet or exceed the following minimum requirements.

RIGHTS

The State of Nebraska reserves the right to waive technicalities and to reject any or all bids.

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to bid document. Non-compliance can void your bid.

DELIVERY

Between 9:00 AM and 3:00 PM daily except Saturday, Sunday and holidays. Vendor must notify Fleet Management a minimum of 24 hours prior to delivery on workday basis at (402) 479-4323 or 4319 Department of Roads' equipment will be delivered to 5001 South 14th Street, Lincoln, Nebraska.

PRICING

All prices to be quoted F.O.B. Fleet Management, 5001 South 14th Street, Lincoln, Nebraska.

N01T-06

- H. Solar Panel should be of sufficient capacity to operate this sign 12 months of the year in the State of Nebraska without requiring the user to manually recharge the batteries.

Other or Comment _____

YES NO OTHER

5. MANUALS

- A. One complete set of operation manuals shall be supplied with delivery for each unit supplied.
- B. All manuals must be delivered to Fleet management, Equipment Data Coordinator and received prior to payment. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.

Other or Comment _____

YES NO OTHER

6. MISCELLANEOUS

- A. Dealer's decals, slickers or other such signs shall not be put on units; manufacturer's nameplates, stampings and other similar signs are acceptable.
- B. The manufacturer's usual warranty shall apply and must be in effect for a minimum of one year.
- C. Warranty statement should be included with the bid document.
- D. Color - except for the arrow board, trailer shall be painted highway safety yellow or highway orange. Please specify color of proposed unit:

Other or Comment _____

YES NO OTHER

7. CIRCUIT DIAGRAM

- A. A legible, complete and detailed circuit diagram, identifying all components of the electronic console are to be furnished with the bid document.
- B. No bid will be given consideration unless the requested current circuit information is provided prior to award of the bid.
 - 1. This information will remain the confidential property of the Department of Roads, Electronic Section. It will be used exclusively by the engineer-in-charge and will not be released to competition or to the public.

Other or Comment _____

YES NO OTHER

8. INSPECTION PRIOR TO AWARD

- A. Department of Roads, Fleet Management reserves the right to require apparent lowest responsive bidder to provide a unit for inspection at final delivery location PRIOR TO BID AWARD.

Other or Comment _____

N01T-06

YES	NO	OTHER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. SPECIFICATION FORM

- A. Successful bidder must complete form for each unit delivered and must accompany each unit when delivered.
- B. Forms will be supplied by Department of Roads to successful bidder after the purchase order is awarded.
- C. If vendor does not properly complete form for each unit, a sum of \$250.00 per unit will be deducted from purchase order amount.

Other or Comment _____

September 2006



Wanco Inc.

Phone: (303)427-5700
Fax: (303)427-5725
Email: info@wanco.com

5870 Tennyson St.
Arvada, CO 80003-6903
USA

WARRANTY INFO WTSP55-LSAC

- 1 yr bumper to bumper
- 2 yrs on control box and other electronics
- 5 yrs on LED bulbs
- 10 yrs on solar panel

