



ITB 6027-OF

State of Nebraska- Invitation to Bid High Speed Road Profiler



Proposed by:
Dynatest North America
3/20/2019

20th March 2019

State of Nebraska Department of Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Ref: **ITB 6027-OF**

For the Attention: Buffy Meyer

Dynatest is pleased to provide information to the State of Nebraska about the Dynatest Model 5051 MKIV High Speed Profiler.

Dynatest has a strong and proven track record and is a leader in nondestructive pavement evaluation and pavement engineering.

Dynatest has a production facility located in Alpharetta, GA, and two other support offices located in Ventura, CA and Austin, TX. Additionally, Dynatest technicians travel nationwide (as well as internationally) to support our clients, and standard 24/7/365 phone support is included with every purchase.

By submitting this proposal, Dynatest accepts all requirements for Warranty and Documentation, Delivery, Training, Acceptance, Payment, and Submittals outlined in Invitation to Bid Number 6027-OF.

Dynatest Model 5051 Mk IV – Portable Road Surface Profiler (RSP)

Dynatest is pleased to provide information for the Road Surface Profiler (RSP) Dynatest Model 5051 Mk IV.

Stop & Go Facility - The Dynatest RSP is **UNIQUE** in that it is the only system known to Dynatest that has a **Stop & Go** Facility. In a traditional system, if the speed drops below 11 – 15mph (18-25km/hr), measurements have to stop and the section has to be either re-started with a pre-section of between 130-820 ft (40-250m) has to be measured before the start of the section.

With the Dynatest Road Surface Profiler, the vehicle can stop and start again with a minimal affect on the accuracy and repeatability of the roughness data. This facility is essential for any organization where there is heavy traffic, junctions and particularly urban/city/town environments. Without the **Stop & Go** function data collection costs would increase due to the time to collect data, and critical smaller sections and junctions could be missed altogether from the measurements as it is not possible to get the pre-section length in order to get the measurement.

The Dynatest Model 5051 Mk IV "Portable" RSP is a "modular" product line of vehicle mounted, highway speed pavement roughness and profile measurement systems.

The Dynatest Model 5051 Mk IV includes one or two laser displacement sensors, which are state-of-the-art, laser-based longitudinal pavement profile and roughness

measurement test systems. **All versions include "real time" IRI (International Roughness Index) and RN (Ride Number) calculations.**

The Dynatest Portable RSP Mark IV is designed to connect to many standard vehicles and is easily removed for storage.

The RSP Mark IV can be mounted on the front or the rear of the vehicle. Figure 1 shows laser mounted to measure the IRI and RN in the centre of the vehicle, this setup can be used to determine the International Friction Index on roads or airports when mounted with a Dynatest 6875 Friction Tester.

The Portable RSP test system shown in figure 2 is mounted to a host vehicle's trailer receiver tube opening.



Fig 1.



Fig 2.

The customer shall provide the vehicle with a 2x2inch receiver already mounted.

The sensors on the MK IV L2.2 (with two lasers) are adjustable allowing wheel path spacing of 1.5 meters minimum and 2.0 meters maximum (60 inches to 79 inches).

The standard Mk IV Portable RSP test system includes high speed "PC board-mounted" matching electronic registration hardware and software for automatic recording and data processing. The systems are virtually vehicle independent, i.e., may be used on a wide range of available vehicles.

Appendix A attached to this document contains the product brochure.

Appendix B attached to this document contains the product specifications.

Appendix C attached to this document contains a sample calibration certificate.

Appendix D attached to this document contains the results of a recent repeatability test.

Yours sincerely,

DYNATEST North America Inc.



Akyiaa M. Morrison, PE
Client Services Manager

State of Nebraska - INVITATION TO BID

ONE TIME PURCHASE

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

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

Date	2/15/19	Page	1 of 1
Solicitation Number	6027 OF		
Opening Date and Time	03/21/19	2:00 PM	
Buyer	BUFFY MEYER (AS)		

DESTINATION OF GOODS

DEPARTMENT OF TRANSPORTATION
 5001 S 14TH ST
 PO BOX 94759
 LINCOLN NE 68509-4759

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.

One Time Purchase to supply and deliver HIGH SPEED ROAD PROFILER 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!

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.

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

(vc 2/14/19)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	HIGH SPEED ROAD PROFILER	1.0000	EA	\$85,728.60	\$85,728.60

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 90 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: Dynatest North America
 Address: 11415 Old Roswell Road
 Suite 100
 Alpharetta, GA 30009

Contact Akyiaa M. Morrison, PE
 Telephone 678-781-1799x231
 Facsimile 678-823-9952
 Email amorrison@dynatest.com

INVITATION TO BID

Number 6027-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 One time purchase contract, ITB Number 6027 OF for the purpose of selecting a qualified Bidder to provide High Speed Road Profiler. 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.

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.

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.

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

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.

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.

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.

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.

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 High Speed Road Profiler at a competitive and reasonable cost. A detailed description can be found in Section 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: Buffy Meyer
 Agency: State Purchasing Bureau
 Address: 1526 K Street, Suite 130
 Lincoln, NE 68508
 Telephone: 402-471-6500
 E-Mail: 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 Invitation To Bid	2/15/2019
2.	Last day to submit written questions	3/5/2019
3.	State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	3/7/2019
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	3/21/2019 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	3/21/2019
6.	Review period	TBD
7.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
8.	Purchase Order finalization period	TBD

ACTIVITY		DATE/TIME
9.	Purchase Order award	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 6027 OF; High Speed Road Profiler 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.materiel purchasing@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. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. PRICES

Price quoted shall be unit price and shall be firm from date of an award 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

M. 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 Section 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. EMAIL SUBMISSIONS

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

T. 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.

U. 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.

V. 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.

W. BID TABULATIONS

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

X. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful Bidder. Every Bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top Bidders to present/give oral interviews. Only representatives of the State and the presenting Bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the Bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their bids.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make an award without any further discussion with the Bidders regarding the bids received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Bidder and will not be compensated by the State.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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 Section 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:
AMM			

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:
AMM			

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, 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. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. CHANGE ORDERS OR SUBSTITUTIONS

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

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.

F. BREACH

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

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)

G. NON-WAIVER OF BREACH

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

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.

H. SEVERABILITY

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

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.

I. INDEMNIFICATION

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

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. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. 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.

J. ATTORNEY'S FEES

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

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.

K. ASSIGNMENT, SALE, OR MERGER

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

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.

L. 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:
AMM			

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.

M. FORCE MAJEURE

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

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.

N. CONFIDENTIALITY

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

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.

O. EARLY TERMINATION

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

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.

P. CONTRACT CLOSEOUT

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

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:
AMM			

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:
AMM			

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:
AMM			

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. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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:
AMM			

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:
AMM			

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:
AMM			

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:
AMM			

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:
AMM			

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. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

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

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:
AMM			

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:
AMM			

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:
AMM			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment NDOT 5001 S 14th St, Lincoln, NE 68509 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:
AMM			

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 should provide the following information in response to this ITB.

A. SCOPE

It is the intent of this bid invitation to issue a purchase order for the item(s) requested.

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 High Speed Road Profiler 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. CHANGE ORDER

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

D. REVISIONS

In the event any product is discontinued or replaced upon mutual consent prior to delivery of the goods, the State reserves the right to amend this purchase order to include the alternate product.

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	
X			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.
X			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.
X			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.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).
NOTES/COMMENTS:			

C. TECHNICAL SPECIFICATIONS: GENERAL

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. High Speed Road Profiler shall include the following:
X			a) Meet Class I requirements of ASTM E-950
X			b) Comply with AASHTO R56 and R57
X			c) System to mount to front or rear of standard vehicle using standard 2" receiver hitch.
X			d) One person operation capable of collecting measurements at speeds between 8 and 70 mph.

X			e) 1 inch sampling interval at all collection speeds.
		X	f) Accelerometer with 0.0001g accuracy.
X			g) Profile wave length range of .5 to 6,400 feet.
X			h) Operating ambient temperature range of: 32 to 110 degrees F.
X			i) Laser lateral position adjustable from 59" to 75".
X			j) Vehicle laser mounting hardware to be height adjustable.
X			k) Dual laser system capable of collecting profile data in both wheel tracks simultaneously.
X			l) Laser sensors must be shock mounted to reduce vibration.
X			m) Laser-Type Height Sensor LMI 5kHz Gocator Laser sensor.
		X	n) Horizontal distance measured with GPS-DMI with accuracy better than 0.1%.
		X	o) GPS/DMI System with distance accuracy of 0.05% or better
X			p) GPS Reference System for collecting static GPS reference points.
X			q) GPS Tracer for locating areas of localized roughness.
X			2. High speed profilers should maintain bounce test results of less than 10in/mi for a period of two (2) years without field calibrations. Field calibrations of the system will not be allowed.
NOTES/COMMENTS: f) accelerometer has 0.003g accuracy. n),o) wheel-encoder based DMI; for precision, accuracy, and reliability. Measures distance based on revolutions of the wheel.			

D. TECHNICAL SPECIFICATION: COMPUTER HARDWARE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Computer Hardware for the High Speed Profiler shall include the following:
		X	a) GPS-DMI distance measurement and reference system with 20Hz GPS receiver.
X			b) Panasonic Tough book Laptop Computer with Windows 10 operating system.
X			c) Minimum 13" color touch screen display.
X			d) Wired Ethernet connection from laptop to data acquisition computer.
X			e) Standard 20 Hz GPS receiver to allow user to reference profile data to GPS location.

X			f)	Auto start/stop sensor for automatic triggering of, start, stop event and ignored sections.
X			g)	Standard Ethernet connection from data acquisition computer to laser sensors and auto start.
X			h)	Electronic components to be housed in water resistant and dust tight enclosures.
X			i)	Field replacement of any components should not require re-calibration of the system.
		X	j)	High speed profiler to utilize a GPS-DMI system in lieu of a wheel mounted encoder. The GPS-DMI must use a calibrated vehicle speed sensor as a secondary input during low GPS coverage areas.
NOTES/COMMENTS: a), j) wheel-encoder based DMI, for precision, accuracy, and reliability. Measures distance based on revolutions of the wheel.				

E. TECHNICAL SPECIFICATION: COMPUTER SOFTWARE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Computer software for the High Speed Profiler shall include the following:
X			a) Windows based data collection and profile analysis software.
		X	b) Support for Google Earth, Google Maps and Microsoft MapPoint.
X			c) Data format to be compatible with Proval analysis software.
X			d) Multiple Profile Indexes (PI), international roughness index (IRI), half-car roughness index (HRI), ride quality index (RQI), and ride number (RN).
X			e) Display profile and continuous IRI in real time while data is being collected.
X			f) Multiple outputs for IRI based roughness based on user specified thresholds; Rolling Straightedge and bump detection.
X			g) Profile viewer with GPS tracer feature to identify location of areas of localized roughness.
X			h) Variable high and low pass filters.
X			i) Export file data conversion to specified formats: profile elevation points, ASCII, .erd format, Google Earth .kml, ProVal .ppf, csv, excel, generated report tables.
X			2. Contractor's bid shall be inclusive and include all systems, equipment, hardware and software.
X			3. Contractors bid to include maintenance of all Contractor software products at the most current version available at no cost to NDOT for a minimum of 10 years.
	X		4. Cloud service is not required, but should the Contractor offer to support data to run any State application in the cloud, a completed

			<p>Attachment A must be submitted with the bid. Prior approval must be received from the OCIO before the movement of data into a non-State Cloud solution. There shall be no additional cost to the State associated to move between the cloud and the State's network. Please refer to the NITC Technical Standards and Guidelines 8-607: http://nitc.nebraska.gov/standards/8-607.pdf</p>
<p>NOTES/COMMENTS: b) Microsoft MapPoint was discontinued by Microsoft in 2004, and is not supported. Support is provided for Google Earth, Google Maps, and OpenStreetMap.</p>			

F. TECHNICAL SPECIFICATION: INSTALLATION & TRAINING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The Contractor shall deliver and install all components, equipment, hardware and software.
X			2. All installed components and software must be operational and approved operational by the NDOT
X			3. The Contractor shall supply a minimum of four hours training at 5001 South 14 th Street, Lincoln, Nebraska by a factory trained representative in the operation and maintenance of unit. Fleet Management will contact successful bidder on the scheduling of this training.
<p>NOTES/COMMENTS:</p>			

G. TECHNICAL SPECIFICATION: MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The bidders will submit with their proposal a list of any special tools they will furnish with each machine.
X			2. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
<p>NOTES/COMMENTS:</p>			

H. TECHNICAL SPECIFICATION: MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Paper and/or electronic operators manual must accompany each unit delivered.

X			2. All manual(s) must be furnished prior to payment and delivered to Fleet Management. Failure to deliver all manuals that are ordered may result in delay of payment of purchase order total until all manuals are delivered.
NOTES/COMMENTS:			

I. TECHNICAL SPECIFICATION: WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Manufacturer's usual warranty shall apply, and shall be in effect for at least one year from the date the equipment was placed in service.
X			2. Vendor shall be responsible for all repairs to include parts and labor during the 12 month usual warranty period.
X			3. One copy of the manufacturer's warranty shall be furnished with the quotation.
NOTES/COMMENTS:			

J. TECHNICAL SPECIFICATION: SPECIFICATION FORM

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Successful bidder must complete specification form for each unit delivered and form must accompany each unit when delivered.
X			2. Forms will be supplied by the Department of Transportation to successful bidder after purchase order is awarded.
NOTES/COMMENTS:			

K. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Delivery desired within 90 days after receipt of order(s).
NOTES/COMMENTS:			

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

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. NDOT 5001 S 14 th Street Lincoln, NE 68512
NOTES/COMMENTS:			

M. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
NOTES/COMMENTS:			

N. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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 orders must reference a purchase order number and 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.
NOTES/COMMENTS:			

O. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.

NOTES/COMMENTS:

P. PRICES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Price quoted shall be unit price and shall be firm from date of an award 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.
X			2. The overall bid shall be inclusive of all the systems, hardware, software, components, equipment, installation and services including GPS. GPS service to be a minimum of ten (10) years.
NOTES/COMMENTS:			

Q. GRAY MARKET PRODUCTS PROHIBITION

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.
NOTES/COMMENTS:			

R. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
		X	1. 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.
NOTES/COMMENTS: Dynatest (Bidder) is the manufacturer of items offered in response to this solicitation. The standard warranty applies.			

S. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. 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. The manufacturer's standard warranty shall apply and be in effect for at least one (1) year from the date the equipment was placed in service.</p>
<p>NOTES/COMMENTS:</p>			

T. SUBSTITUTIONS

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

U. 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.
	X	<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 style="padding-left: 40px;">a) The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p style="padding-left: 40px;">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 style="padding-left: 40px;">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>
	X	<p>2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</p>
	X	<p>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.</p>
X		<p>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.</p>

Form A
Bidder Contact Sheet
Invitation To Bid Number 6027 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:	Dynatest North America
Bidder Address:	11415 Old Roswell Road, Suite 100 Alpharetta, GA 30009
Contact Person & Title:	Akyiaa M. Morrison, PE - Client Services Manager
E-mail Address:	amorrison@dynatest.com
Telephone Number (Office):	678-781-1799x231
Telephone Number (Cellular):	540-394-1137
Fax Number:	678-823-9952

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:	Dynatest North America
Bidder Address:	11415 Old Roswell Road, Suite 100 Alpharetta, GA 30009
Contact Person & Title:	Akyiaa M. Morrison, PE - Client Services Manager
E-mail Address:	amorrison@dynatest.com
Telephone Number (Office):	678-781-1799x231
Telephone Number (Cellular):	540-394-1137
Fax Number:	678-823-9952

**ADDENDUM ONE,
QUESTIONS and ANSWERS**

Date: March 07, 2019

To: All Bidders

From: Buffy Meyer, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation To Bid Number 6027 OF to be opened March 21, 2019 at 2:00 p.m.
Central Time

Questions and Answers

No questions were received for Invitation To Bid Number 6027 OF

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

APPENDIX A



PORTABLE ROAD SURFACE PROFILER (RSP)
MARK IV



Dynatest portable Road Surface Profiler (RSP) Mark IV is designed to provide advanced, automated, high quality pavement roughness measurements for engineers, construction superintendents, and pavement network managers. The portable RSP Mark IV can be fitted easily to most vehicles.

The RSP Mark IV capable of real time, continuous, highway-speed measurements of longitudinal profile elevations, international roughness index (IRI), ride number (RN), and (optionally) macro texture, GPS data and digital photo logging.



MEASURING PRINCIPLE

The longitudinal profile measurement is based on the "South Dakota" method. An accelerometer is used to obtain vertical vehicle body movement, and a laser sensor is used for measuring the displacement between the vehicle body and the pavement. Road profile measurements are obtained by summing the body movement with the appropriate body-road displacements. IRI is calculated in accordance with World Bank guidelines for "Conducting and Calibrating Road Roughness Measurements".

COMPLIANCE WITH INDUSTRY STANDARDS

AASHTO R 56-14 "Standard Practice for Certification of Inertial Profiling Systems"

ASTM E950/E950M-09 "Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference". The RSP IV meets the Class 1 precision and bias specifications

TxDOT Tex-1001-S "Test Procedure for Operating Inertial Profilers and Evaluating Pavement Profiles"

KEY FEATURES

The Most Accurate, Dependable, and Long Term Calibration Stability of any Profiler on the Market

Unique "Stop & Go" feature permits IRI & RN data to be collected in urban and rural networks within traffic

Laser sensors are transversely adjustable to any width of 60 to 79 in (1.50 to 2.00 m) via telescopic arms

Measurements referenced to linear chainage and Differential Geographical Position System (DGPS)

Real-time profile data calculation and storage in two wheel paths

Optional GPS and digital photo logging can be stored with profiler measurement data

Optional Texture Laser can be used to collect real-time mean profile depth (MPD) macro texture

Optional 100 mm Line Lasers improve profile measurements on textured surfaces

Optional Line Laser adjustable mounts allow laser angles from 0 to 90 degrees from travel direction

Solid Construction with corrosion resistant and durable materials—providing long term performance and low maintenance cost of the unit

ADVANTAGES

The "Stop & Go" feature allows IRI measurements to be taken at all traffic speeds, allowing testing at junctions, traffic lights, roundabouts and testing of short sections where it is difficult to gain enough speed, or when it is not possible to do a pre-section

The RSP is designed to allow in-field vertical alignment of the profiler ensuring the lasers are mounted at the optimum distance

(Standoff) from the pavement surface. This is critical for an inertial profiling system mounted to a vehicle since the loaded weight of the vehicle can change which can change the standoff of the mounted lasers. Improper standoff can reduce the measurement range of the lasers

The vehicle independent test system can be quickly mounted to a vehicle's standard 2 in x 2 in (5.08 cm x 5.08 cm) square receiver tube opening and to heavy duty European trailer hitch receivers and is easily removed from the vehicle for storage or shipping

Standard 5G accelerometers provide the highest precision of vehicle motion measurement

Graphical display of the IRI, RN, laser elevations, inertial profile, macrotexture, and photo-logging

Easy step by step on screen help and calibration procedures displayed allowing in-field calibrations

Built-in analysis software reporting IRI, PI, RN and marking bumps/dips, scallops/must-grinds, leave-out sections

The test system can be powered from a vehicles standard 12V trailer wiring connection

Ethernet communication between portable profiler electronics and the data storage laptop PC inside the vehicle

Dynatest offers 24/7 technical support by phone through a 1-800 number provided to all of our customers

www.dynatest.com | EquipmentSales@dynatest.com | © 2016-2017



P-RSP/5051/L2.2

**THE DYNATEST MODEL 5051 MARK IV PORTABLE RSP
TEST SYSTEM SPECIFICATIONS**

GENERAL:

The Portable Road Surface Profiler (RSP) Test System (hereafter called the System) shall be a new, currently advertised production model. The manufacturer of the System shall have a full parts inventory and a well established record of equipment support. The System shall include all standard equipment advertised, whether or not specifically called for herein, including the manufacturer's standard warranty. The System shall consist of two accelerometers and two laser optical distance measurement devices (hereafter called the Transducers), mounting system, e.g., Transducer Beam, including an appropriately matched electronic package for registration of the Transducer signals, i.e. a hardware/software package for automatic recording and preliminary data processing in the field. The System shall be mountable into a 2"x2" hitch receiver assembly, rear or front mounted on a reasonably sized vehicle, such as e.g., a minivan or full size van.

The System shall be able to measure, calculate in real-time, display, store (on computer hard drive) longitudinal road profile and roughness data in both wheel paths, plus vehicle position (stationing) and speed (optionally texture data in one or two wheel paths) as described in the following sections.

The System shall meet the requirements for a "Class 1" profilometric device as outlined in ASTM E 950-94, "*Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with An Accelerometer Established Inertial Profiling Reference*" and World Bank Technical Paper #46 "*Guidelines for Conducting and Calibrating Road Roughness Measurements*".

DETAILED:**1. General Operational Requirements**

- 1.1 The System shall be operable by one person (i.e., the vehicle driver).
- 1.2 The System shall be operable at highway speeds up to 115 km/h (70 mph), to allow safe operation in on-going traffic in the field.
- 1.3 The System shall be designed and constructed so as to operate satisfactorily in the rugged environment of a test vehicle.

- 1.4 The System shall operate satisfactorily under all typical, dry weather conditions within the temperature ranges specified below.
- 1.5 The System shall be able to operate in an ambient temperature range of 0 C to + 40 C (+32 F to +105 F) outside the vehicle, and +5 C to + 40 C (+40 F to +105 F) inside the vehicle, provided that no condensing moisture occurs.
- 1.6 The System power requirements shall be 12 VDC nominal (10.5 to 14.5 VDC) only, provided from the electrical system of the towing vehicle.

2. Transducer Beam

- 2.1 The Transducer Beam shall be a mechanically rugged beam, made from corrosion resistant material, such as painted or anodized aluminum, carrying two (2) laser sensors and two (2) accelerometers.
- 2.2 The two laser sensors shall be placed over the right and left wheel paths, at a lateral distance which shall be adjustable – using no tools – to any value in the range of 750 to 1000 mm (30 to 40 inches) from the (longitudinal) center line of the vehicle, for the purpose of providing displacement data needed for the computation of longitudinal profiles, IRI (International Roughness Indexes) and RN in the wheel paths.
- 2.3 The Transducer Beam shall provide the capability to mount two high precision accelerometers so as to accurately monitor the vertical movement of the two wheel path laser sensors.
- 2.4 It shall be easy to turn upside down the accelerometers for calibration purposes, using no tools.
- 2.5 The Transducer Beam shall provide protection of the laser sensors, the accelerometers, and all cables/plug connections against normal weather conditions, such as rain (see also 1.5).
- 2.6 The nominal, vertical clearance (distance) between the bottom of the Transducer Beam and the pavement surface shall be not less than 280 mm (11 inches) in the transport as well as in the measuring mode. In case of (optional) texture laser sensor(s), this clearance shall be not less than 250 mm (10 inches).

3. Transducers

- 3.1 The laser displacement sensors shall have a measuring range of at least 200 mm (7-7/8 inches), i.e. +/- 100 mm (+/- 3-15/16 inches) from the mid-range position (which is the nominal measuring position, i.e., the long-term, average "zero" position). Optional texture laser sensor(s) shall have a vertical measuring range of at least 128 mm (5 inches).

- 3.2 The vertical displacement measuring resolution of the laser sensors shall be better than or equal to 0.05mm (+/- 2 mil).
- 3.3 The laser sensors shall be able to produce at least sixteen thousand (16,000) displacement measurements per second. Optional texture laser sensor(s) shall be able to produce at least sixty two thousand five hundred (62,500) displacement measurements per second.
- 3.4 The vertical accelerometers shall have a measuring range of +/- 5 g min. (offset 1 g by gravity) in a frequency range from zero (0) Hz to 300 Hz min. (-3 dB). Below 50 Hz, the measurement accuracy shall be within +/- 1% of the measured value or +/- 0.003 g max., whichever is the greater.
- 3.5 A digital encoder assembly, mechanically linked to one of the vehicle wheels, shall be provided for suitable digital distance/speed information to the signal processing electronics.

4. Signal Processing Hardware/Software

- 4.1 An electronics package, consisting of a self-contained, compact EPU (Electronic Processing Unit) shall be provided with the System. The EPU shall include an embedded, single board PC and a DSP based multi-processor signal conditioning and processing circuit board.
- 4.2 The size of the EPU shall not exceed 175 x 175 x 125 mm.
- 4.3 The EPU shall be mounted inside the Transducer Beam. Only the operator computer, typically a notebook PC, shall be placed inside the vehicle, see section 5.
- 4.4 The EPU shall provide all necessary power for the laser sensors, accelerometers and the distance encoder.
- 4.5 The EPU shall provide all necessary signal conditioning and sampling hardware and firmware for the laser sensors, accelerometers and the distance encoder.
- 4.6 The EPU shall sample the signals from the laser sensors and accelerometers at a rate of no less than 16 kHz (corresponding to less than 2mm (0.08") of vehicle travel between samples at any speed up to 110 km/h (70 mph)). Optional texture laser sensor(s) shall be sampled at 62.5 kHz.
- 4.7 The EPU shall be interfaced with the operator computer, typically a notebook PC, through a standard Ethernet network cable.

5. Data Recording System

- 5.1 The system shall include an IBM compatible desk-top, portable, laptop or notebook PC with Windows XP®, 256 MB RAM min., a hard disk of 30 GB min., a CDRW drive and an Ethernet port.
- 5.2 A Windows® based RspWin Data Collection Program (including necessary parameter files and setup programs) shall be supplied, which shall facilitate full control of the testing operations and calibration procedures from the PC keyboard.
- 5.3 The PC with RspWin shall be capable of communicating with the EPU via an Ethernet network cable only, and shall transfer all necessary setup data to the EPU at System start-up, and shall during testing with the System receive all processed measuring data from the EPU for further processing, display on the PC Screen and storage on the PC hard disk. Based on the so-called South Dakota Method, the EPU/PC shall be able to compute - in real time - the longitudinal profile of one wheel path (optionally both wheel paths and the center line) from the sampled signals of the laser sensor(s) and accelerometer(s) that are positioned for this purpose in the Transducer Beam. The profile reporting interval shall be selectable to approx. 25 mm (1 inch) or more (typically 100 mm (4 inches) or ½ ft. (150 mm)).
- 5.4 The EPU/PC shall be able to provide real-time computation of IRI (International Roughness Index) in accordance with World Bank guidelines, and RN (Ride Number), for both wheel paths. This IRI and RN data shall be displayed on the PC screen and stored during testing.
- 5.5 The EPU/PC shall (optionally) provide real-time computation of macro texture indices such as MPD(s) (Mean Profile Depths) and RMS (Root Mean Square). Indices shall be displayed on the PC screen and stored during testing.
- 5.6 The EPU/PC shall (optionally, by the addition of a GPS Receiver System) provide real-time storage of GPS Data.
- 5.7 An (optional) Photocell Device shall enable automatic start and stop of data collection by placing reflective tape on the pavement. It shall also enable recording of location(s) of reflective tape(s) on the pavement during data collection.
- 5.8 The Field Program shall allow the System operator to enter operational parameters and other information, such as:
 - Beginning and ending station of the road section to be tested
 - Increasing or decreasing stationing during the test run
 - Longitudinal profile filter length
 - IRI reporting interval
 - Data file names

- 5.9 It shall be possible to select a longitudinal profile filter length of up to at least 150 m (500 ft.).
- 5.10 It shall be possible to select the IRI and RN reporting interval in the min. range of 10m (or 30 ft) to 1 km (or 1 mile).
- 5.11 During data collection, the operator shall be able to enter “Event Marks” from the PC keyboard. The keystrokes shall be stored with the corresponding location.
- 5.12 All data shall be stored in ASCII format.

6. Performance Accuracy and Calibration

- 6.1 The System shall have a repeatability error on IRI data of typ. less than 5% (coefficient of variation) or 0.1 m/km (6in/mi.) (sample standard deviation) whichever is the greater, for 10, at test sections of a length of 160 m (0.1 mile) min.
- 6.2 The distance displayed and stored with the test data shall be accurate to within +/- 0.1% or 1.6 m (5.3 ft.) of true distance, whichever is the greater, for a 5280 ft. (1610 m.) test section on condition that the measurement is initiated exactly at the pre-entered beginning station. The distance shall be displayed on the PC screen with enlarged digits, with a resolution of 1 m (0.001 km) or 1 ft.
- 6.3 The travelling speed shall be displayed on the PC screen with enlarged digits, with a resolution of 0.1 km/h (or 0.1 mph) and be accurate to +/- 0.5 km/h (+/- 0.3 mph).
- 6.4 Equipment, procedures and software necessary to perform (static) calibration of the laser sensors and accelerometers and field calibration of distance measurement shall be included with the system.
- 6.5 Equipment accuracy shall remain stable for all types of (dry) pavements, and calibration shall not be required on a frequent basis.

7. Documentation

- 7.1 Two (2) complete sets of User Manuals shall be provided by the manufacturer which include a set of drawings and diagrams, except for the chosen computer and any proprietary electronics, for all equipment so that the purchaser will be able to operate and maintain the System properly.
- 7.2 All proprietary electronic parts shall be available on short notice from the manufacturer as replacement parts, and they shall be readily interchangeable.

7.3 The System described in the foregoing Sections shall conform in all respects to the Specifications and Stipulations brought forth therein.

8. Warranty

8.1 With the exception of the recording/playback microcomputer instrument specified in Section 5, the System shall be expressly warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of acceptance of delivery by the purchaser. This express warranty shall be limited to the prompt repair and replacement of parts and the necessary labor and services required to repair the System, with the exception of the recording/playback microcomputer instrument specified in Section 5. In the event large or heavy components of the System, with the exception of the recording/playback microcomputer instrument described in Section 5, prove to be defective during the period covered by this express warranty, the producers may, at their option, make the necessary repairs at one of its places of business or at the place where the System is located.

This express warranty shall be extended to purchaser at no additional cost, except that (a) the purchaser shall be liable for all shipping costs and expenses incurred in delivering any small parts of the System to the manufacturer, and (b) in the event the manufacturer chooses to replace or repair any defective large or heavy components of the System at one of its places of business during the period covered by this express warranty, the manufacturer shall defray all shipping costs and expenses incurred in delivering both the defective components to the manufacturer and the repaired or replaced components back to purchaser. The recording/playback microcomputer instrument specified in Section 5 shall not be covered by this express warranty and shall be covered by the standard warranty provided by the manufacturer of the microcomputer.

This express warranty, in addition to its general repair and replacement remedy, provides an option to return the equipment for the purchase price if it generally fails to meet the performance specifications listed in Section 6 (above). The return option is applicable only if within 12 months of delivery, the equipment, under normal, intended use and with recommended maintenance, fails in a significant way to perform according to the performance specifications in Section 6. To exercise the return option, the purchaser must clearly demonstrate to the producer a general performance deficiency with respect to the measurement accuracy as defined by Section 6 of these equipment specifications.

8.2 The express warranty set forth in Section 8 is the exclusive and only warranty extended by the manufacturer to the purchaser. The manufacturer makes no warranty of merchantability with respect to the system purchased and makes no warranty that the system purchased is fit for any particular purpose. There are no warranties which extend beyond the description on the face hereof.



- 8.3 The express warranty set forth in Section 8 shall not apply to any defects in the System caused by the negligence or misuse by purchaser or its agents, employees, or representatives in the operation of the System.
- 8.4 In the event of a breach or repudiation by the manufacturer of the contract for the sale of the System, the purchaser shall not be entitled to recover any incidental or consequential damages as defined in the California Commercial Code.
- 8.5 The System described in the foregoing Sections shall conform in all respects to the Specifications and Stipulations brought forth therein.

APPENDIX C



Production and Support Center
 13953 U.S. Highway 301 S.
 Starke, Florida 32091 USA
 Telephone +1 904 964-3777
 FAX +1 904 964-3749
 Webpage: www.dynatest.com
 E-mail: psc@dynatest.com
 Pavement Engineering Specialists
 and Equipment

CERTIFICATE OF CALIBRATION	
ISSUED TO	CERTIFICATE No.
Customer:	PO No.
	DATE: September 2, 2003
	INSTRUMENT
ADDRESS	Make: DYNATEST CONSULTING INC.
	Type: MKIII L5.2
	Model: 5051DYNATEST RSP
CONTACT	Serial #:

RSP Repeatability Check

ft [N192.168.1.2...] | 11rsp0421.RSP

Q_Division | 11rsp0424.RSP
 Equipment | 11rsp0425.RSP
 RSP | 11rsp0426.RSP
 E-950 Run | 11rsp0427.RSP
 Gamma | 11rsp0428.RSP
 | 11rsp0429.RSP
 | 11rsp042a.RSP

RSP Mark II Metric PIARC No Center Profile

F:\Q_Division\Equipment\RSP\E-950 Run\Gamma\11rsp0421.RSP

ASTM Requirements - E950-94 (1995):

Classification	Precision (1SD)
1	0.38 mm (0.015 in.)
2	0.76 mm (0.030 in.)
3	2.50 mm (0.100 in.)

Precision:		Bias: (μ1) Max = 0.020	
Left, in.	Right, in.	Left, in.	Right, in.
0.010	0.009	-0.010	0.005

ASTM Class:		ASTM Class:	
Class 1	Class 1	Class 1	Class 1

Modified March 17, 2004

Buttons: Read Dipstick File, Filter and Save Dipstick Data, Calculate Bias, Plot Left, Plot Right, Exit, Start Over

This profiler meets ASTM E950-94 standards for precision and bias of a Class 1 Inertial Profiler. See above.

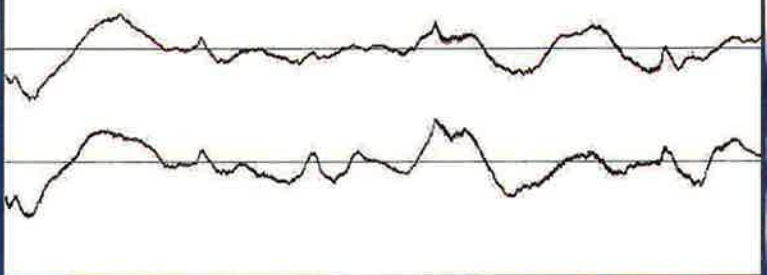
Reference device: FACE Dipstick

CALIBRATED BY:

1797.3 mph 16.1

APPENDIX D
SAMPLE DATA: Precision and Bias

LR Ref	Ref	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	1	95.3	93.8	94.6	96.3	96.9	95.7	94.2	94.6	92.3						
2	95.4	2	95.0	92.6	94.4	93.5	96.2	95.5	92.2	89.5						
3	96.7	96.8	3	93.8	92.6	92.0	93.5	92.9	91.9	92.9						
4	96.9	93.1	95.5	4	94.9	94.5	94.0	92.7	94.7	95.5						
5	97.4	94.1	95.9	96.9	5	97.7	95.7	94.0	93.6	91.9						
6	97.4	94.1	96.0	97.1	98.8	6	95.6	93.7	93.5	91.5						
7	97.3	96.2	97.3	96.3	97.1	97.4	7	97.1	94.1	91.2						
8	95.0	96.1	96.8	94.2	94.9	95.2	96.6	8	94.2	88.0						
9	95.5	91.4	93.6	97.2	94.9	95.7	94.8	93.0	9	92.5						
10	96.0	92.0	94.7	97.5	96.1	96.4	95.1	93.7	96.8	10						
11											11					
12												12				
13													13			
14														14		
15															15	



From, To	From	To	Average	in	Avg Abs	IRI				
	Left	Right	Left	Right	Left	Right				
1	run1.RSP	0.0	1055.0	ft	0.000	0.002	0.007	0.008	53.3	69.1
2	run2.RSP	-0.001	0.002	0.006	0.010	54.8	76.3			
3	run3.RSP	0.000	-0.001	0.007	0.008	53.8	71.8			
4	run4.RSP	0.001	0.000	0.006	0.007	53.4	69.0			
5	run5.RSP	0.001	-0.003	0.006	0.009	53.1	69.5			
6	run6.RSP	0.000	-0.001	0.007	0.006	53.1	68.8			
7	run7.RSP	0.000	-0.001	0.006	0.007	53.5	70.6			
8	run8.RSP	0.001	0.000	0.008	0.009	53.5	69.9			
9	run9.RSP	-0.002	0.003	0.008	0.010	53.1	69.9			
10	run10.RSP	0.000	-0.001	0.011	0.013	53.5	75.4			

Dynatest 5051-4-242

File View Test Setup Reports Setup Information Help

Ar: 60.8 Facility: Dynatest Boulevard Code: A1
 District: Copenhagen, DK Type: AC
 Pavement: 68.7 Section: East bound lane one Code: A1+1
 Start: Townhall Square Lane: Right-1
 End: Kastrup Airport Heading: East
 Station: 1783.8 Test Setup: E850, repeatability tests
 0.3 MB/mi 87.0 GB free

IRI: 41.4, 48.5, 68.6 in/mi
 RN: 4.43, 4.53, 4.24

F2 Action F5 Suspend
 F3 Arm F6 Resume
 F4 Start F8 Stop
 F9 Mark