

# Hitachi Kokusai Electric Comark LLC

May 9, 2019

Julie Dabydeen  
Purchasing Dept.  
State of Nebraska Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

RE: RFP#6078 OF REVISED 4/30/2019 NET TV TRANSLATOR REFRESH (8 TRANSMITTERS)

Dear Ms. Dabydeen,

Hitachi-Comark is pleased to provide Proposal #3755 in response to ITB#6078 OF REVISED 4/30/2019 request for 50w UHF Channel 14, Channel 20 and Channel 24; 100w VHF Channel 6, and Channel 10; 1200w UHF Channel 23, and two Channel 33 transmitters. We have carefully reviewed your specifications and have responded with a comprehensive quote that addresses the technical considerations.

Hitachi-Comark has quoted our ECompact 700 series air-cooled transmitter for each of the UHF requested power levels; and LPTV-5000-250V1 LB and LPTV-5000-250-V3 for the VHF transmitters.

Thank you for the opportunity to submit this proposal.

If you require additional information or have any questions please do not hesitate to contact me.

Sincerely,



Michael Roosa  
Hitachi-Comark  
104 Feeding Hills Road  
Southwick, MA 01077  
Tel: 413-998-1529  
Email: [mroosa@comarktv.com](mailto:mroosa@comarktv.com)  
[www.comarktv.com](http://www.comarktv.com)

MR/lc  
Enc.

104 Feeding Hills Road  
Southwick, MA 01077 – USA

Tel: (413) 998-1100, Fax: (413) 998-1194  
[www.comarktv.com](http://www.comarktv.com)



## ITB Response

*Prepared for: STATE OF NEBRASKA*

*Customer Reference: 6078 OF REVISED TO POST 4/30/19  
NET TV TRANSLATOR REFRESH (8 TRANSMITTERS)*

*Due: May 13, 2019 2:00 PM Central Time  
Hitachi-Comark Proposal # P3755*

**E-Compact**  
*Less energy. More power.*



**LPTV-5000-V1**

## ORIGINAL

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## ITB Response

*Prepared for: STATE OF NEBRASKA*

*Customer Reference: 6078 OF REVISED TO POST 4/30/19  
NET TV TRANSLATOR REFRESH (8 TRANSMITTERS)*

*Due: May 13, 2019 2:00 PM CENTRAL TIME  
Hitachi-Comark Proposal # P3755*

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**HITACHI-COMARK RESPONSE TO  
INVITATION TO BID 6078 OF REVISED 4/3/19  
SIGNED & COMPLETED**

# State of Nebraska - INVITATION TO BID

## CONTRACT

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

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

Date	4/30/19	Page	1 of 3
Solicitation Number	6078 OF		
Opening Date and Time	05/13/19	2:00 pm	
Buyer	JULIE DABYDEEN (AS)		

**DESTINATION OF GOODS**  
 EDUCATIONAL TELECOMM COMM  
 1800 N 33RD ST  
 LINCOLN NE 68503-1409

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

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

\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver NET TV TRANSLATOR REFRESH (8 TRANSMITTERS) to the State of Nebraska as per the attached specifications for a three (3) year period from date of award.

(bs 04/18/19)

### INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	50W UHF TRANSMITTER, CHANNEL 14	1.0000	EA	<u>\$17,700.00</u>	<u>\$17,700.00</u>
2	EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 14	1.0000	EA	<u>Included</u>	<u>Included</u>
3	MASK FILTER, CHANNEL 14	1.0000	EA	<u>\$ 1,200.00</u>	<u>\$ 1,200.00</u>
4	50W UHF TRANSMITTER, CHANNEL 20	1.0000	EA	<u>\$17,700.00</u>	<u>\$17,700.00</u>
5	EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 20	1.0000	EA	<u>Included</u>	<u>Included</u>

### 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 45-60 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

Enter Contact Information Below

VENDOR# #10145738  
 VENDOR: Hitachi Kokusai Electric Comark LLC  
 Address: 104 Feeding Hills Road, Southwick, MA 01077

Contact Michael Roosa  
 Telephone 413 998 1529  
 Facsimile 413 998 1194  
 Email mroosa@comarktv.com

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
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Telephone: 402-471-6500  
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**DESTINATION OF GOODS**  
EDUCATIONAL TELECOMM COMM  
1800 N 33RD ST  
LINCOLN NE 68503-1409

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	MASK FILTER, CHANNEL 20	1.0000	EA	<u>\$ 1,200.00</u>	<u>\$ 1,200.00</u>
7	50W UHF TRANSMITTER, CHANNEL 24	1.0000	EA	<u>\$17,700.00</u>	<u>\$17,700.00</u>
8	EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 24	1.0000	EA	<u>Included</u>	<u>Included</u>
9	MASK FILTER, CHANNEL 24	1.0000	EA	<u>\$ 1,200.00</u>	<u>\$ 1,200.00</u>
10	100W VHF TRANSMITTER, CHANNEL 6	1.0000	EA	<u>\$24,385.00</u>	<u>\$24,385.00</u>
11	EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 6	1.0000	EA	<u>Included</u>	<u>Included</u>
12	MASK FILTER, CHANNEL 6	1.0000	EA	<u>\$ 1,452.00</u>	<u>\$ 1,452.00</u>
13	100W VHF TRANSMITTER, CHANNEL 10	1.0000	EA	<u>\$24,385.00</u>	<u>\$24,385.00</u>
14	EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 10	1.0000	EA	<u>Included</u>	<u>Included</u>
15	MASK FILTER, CHANNEL 10	1.0000	EA	<u>\$ 1,452.00</u>	<u>\$ 1,452.00</u>
16	1200W UHF TRANSMITTER CHANNEL 23	1.0000	EA	<u>\$37,800.00</u>	<u>\$37,800.00</u>
17	EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 23	1.0000	EA	<u>Included</u>	<u>Included</u>
18	MASK FILTER, CHANNEL 23	1.0000	EA	<u>\$ 3,500.00</u>	<u>\$ 3,500.00</u>
19	DUAL EXCITER CONFIGURATION CHANNEL 23	1.0000	EA	<u>\$ 9,500.00</u>	<u>\$ 9,500.00</u>
20	SHELF SPARE PA MODULE OPTION CHANNEL 23	1.0000	EA	<u>\$ 707.00</u>	<u>\$ 707.00</u>
21	1200W UHF TRANSMITTER, CHANNEL 33	2.0000	EA	<u>\$37,800.00</u>	<u>\$75,600.00</u>

# State of Nebraska - INVITATION TO BID CONTRACT

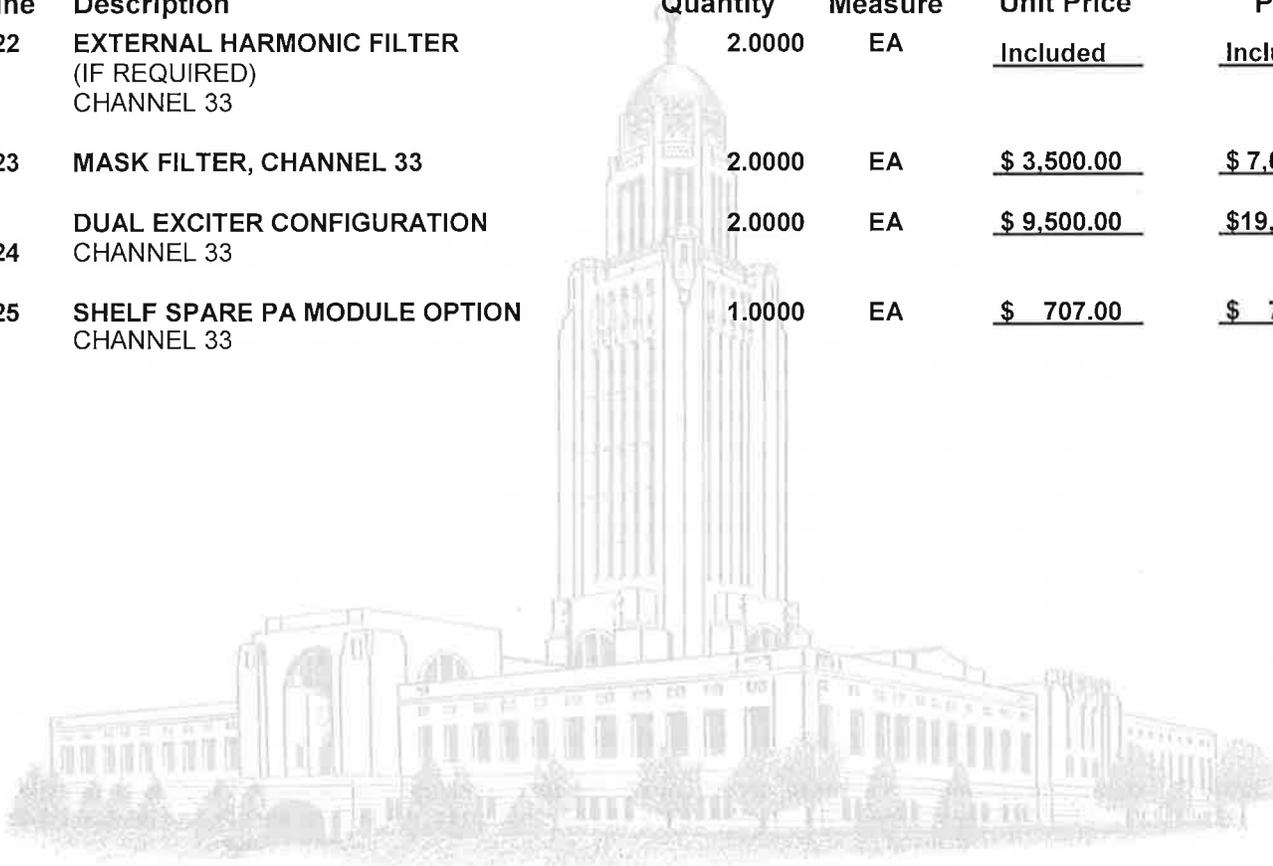
Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
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**DESTINATION OF GOODS**  
EDUCATIONAL TELECOMM COMM  
1800 N 33RD ST  
LINCOLN NE 68503-1409

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
22	EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 33	2.0000	EA	<u>Included</u>	<u>Included</u>
23	MASK FILTER, CHANNEL 33	2.0000	EA	<u>\$ 3,500.00</u>	<u>\$ 7,000.00</u>
24	DUAL EXCITER CONFIGURATION CHANNEL 33	2.0000	EA	<u>\$ 9,500.00</u>	<u>\$19,000.00</u>
25	SHELF SPARE PA MODULE OPTION CHANNEL 33	1.0000	EA	<u>\$ 707.00</u>	<u>\$ 707.00</u>



## INVITATION TO BID Number 6078 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a one time purchase, ITB Number 6078 OF for the purpose of selecting a qualified Contractor to provide NET TV Translator Refresh (8 Transmitters). A more detailed description 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.

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

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful Contractor's proposal 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 proposals or responses received regarding this solicitation will be posted to the SPB website.

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The Contractor 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 Contractor 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 CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE PROPOSAL 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 Contractor 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 Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor'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, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation 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 proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

**Any entity awarded a contract or submitting a proposal or response to the solicitation 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 proposals and responses to the solicitation, 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:** Using agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

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

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

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

**Automated Clearing House (ACH):** Electronic network for financial transactions in the United States

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

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

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

**Bidder:** A contractor who submits an offer proposal in response to a written solicitation

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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

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

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

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

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

**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:** An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written contract.

**Contractor Performance Report:** A report that documents good and poor performance. (See Supplier and Procurement Manual)

**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

**Core List:** Items specifically listed on the solicitation upon which a proposal is evaluated for award

**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 contractor'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 proposal/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 contractor. Contractor 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 solicitation, or contract are completed.

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein

**Invalid Proposal:** A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

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

**Late Proposal:** 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 Mandatory/Must and 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 services

**Non-core:** See Catalog.

**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 proposals

**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-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 solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract

**Proposal:** An offer, bid, or quote submitted by a contractor in a response to a written solicitation

**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 the solicitation or resultant contract, brought by a contractor who has timely submitted a proposal 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 Proposal 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

**Quote:** See Proposal

**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 contractor is 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 Contractor:** A Contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

**Responsive Contractor:** A Contractor who has submitted a proposal which conforms to all requirements of the solicitation document

**Shall:** See Must

**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 contractor, or market conditions

**Sole Source – Service:** A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor 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 contractor 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

**Will:** See Mandatory/Must/Shall

**Work Day:** See Business Day

## ACRONYM LIST

**ARO** – After Receipt of Order

**ACH** – Automated Clearing House

**BAFO** – Best and Final Offer

**COI** – Certificate of Insurance

**CPU** – Central Processing Unit

**DAS** – Department of Administrative Services

**F.O.B.** – Free on Board

**ITB** – Invitation to Bid

**NIGP** – National Institute for Governmental Purchasing

**PA** – Participating Addendum

**RFI** – Request for Information

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing NET TV Translator Refresh (8 transmitters) at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

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

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

Name: Julie Dabydeen  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

Telephone: 402-471-6500

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

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a contractor's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

**C. SCHEDULE OF EVENTS**

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

ACTIVITY		DATE/TIME
1.	Release solicitation	April 23, 2019
2.	Last day to submit written questions	May 1, 2019
3.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	May 3, 2019
4.	Proposal Opening  Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	May 13, 2019 2:00 PM Central Time
5.	Review for conformance with proposal requirements	May 13, 2019
6.	Evaluation period	TBD
7.	Post "Notification of Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBD
8.	Contractor start date	TBD

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "ITB Number 6078 OF; NET TV Translator Refresh (8 transmitters) Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Contractors should present, as questions, any assumptions upon which the Contractor's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a Contractor. The contract will not incorporate any known or unknown assumptions of a Contractor.

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

Solicitation Section Reference	Solicitation Page Number	Question

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

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

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Contractor 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.

**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a Contractor 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 proposal on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

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

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

#### **G. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the solicitation (Sections II through VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the Contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

#### **H. SUBMISSION OF PROPOSALS**

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

Contractors should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Contractor is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Contractor Proposal Point of Contact". Proposals must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or contractor's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number should be included in all correspondence. The State will not furnish packaging and sealing materials. It is the contractor's responsibility to ensure the ITB is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

The Invitation to Bid form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the contractor's Invitation to Bid along with any other requirements as stated in the Invitation to Bid document in order for the contractor's Invitation to Bid response to be evaluated.

It is the responsibility of the contractor to check the website for all information relevant to this Invitation to Bid to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

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

By signing the Invitation to Bid, the contractor guarantees compliance with the provisions stated in this ITB.

The State shall not incur any liability for any costs incurred by contractors in replying to this ITB, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this ITB.

#### **I. PROPOSAL PREPARATION COSTS**

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

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

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Contractor's proposal;
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 Contractor 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.

**K. PROPOSAL CORRECTIONS**

A contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**L. LATE PROPOSALS**

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

**M. PROPOSAL 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 proposal for goods, the buyer may read the proposals aloud or allow proposals be available for viewing by the public during the proposal opening. Once the proposal opening has concluded, the proposals will not be available for viewing until the Intent to Award has been posted. An initial proposal tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting contractor, in accordance with the solicitation 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 contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released.

**N. INVITATION TO BID REQUIREMENTS**

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

7. Original Commodity ITB form signed using an indelible method (electronic signatures are acceptable);
8. Clarity and responsiveness of the proposal;
9. Completed Sections II through VI;
10. Completed ITB Form or State's Cost Sheet.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible contractor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident contractor, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the ITB cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.

**O. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria) and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. The award will then be granted to the lowest responsible contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a BAFO.

**P. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**Q. AWARD**

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in contractor proposals that are not material, do not compromise the solicitation process or a contractor's proposal, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

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

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

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

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;  
State contract management requirements and/or costs; and,  
**Contractors who can provide all requested transmitters will be given priority to the consideration.**

**R. 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 Contractor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so state. Any item proposal 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.

**S. ALTERNATE/EQUIVALENT PROPOSALS**

Contractor may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable therefore.

**T. LUMP SUM OR "ALL OR NONE" PROPOSALS**

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

**U. EMAIL SUBMISSIONS**

SPB will not accept proposals by email, electronic, voice, or telephone proposals **except** for one-time purchases under \$50,000.00.

**V. PROPOSAL TABULATIONS**

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

**W. REJECTION OF PROPOSALS**

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

**X. 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.

**II. TERMS AND CONDITIONS**

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

The Contractor should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. Upon notice of Intent to Award, the Contractor 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 Contractor's proposal. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
MR			

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

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal response;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. 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 solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

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 Solicitation Response (Initial)	NOTES/COMMENTS:
MR			

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, 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.

Michael Roosa	Agency Contract Manager Julie Dabydeen
Hitachi Kokusai Electric Comark, LLC	Agency Department of Administrative Services, State Purchasing Bureau
104 Feeding Hills Road	Agency Street Address 1526 K Street, Suite 130
Southwick, MA 01077	Agency City, State, Zip Lincoln, NE 68508

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

**C. GOVERNING LAW (Statutory)**

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 contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

**D. AMENDMENT**

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

**E. CHANGE ORDERS OR SUBSTITUTIONS**

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

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

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the 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 proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal 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.

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

**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. BREACH**

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

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. OR In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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)

**H. NON-WAIVER OF BREACH**

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

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.

**I. SEVERABILITY**

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

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.

**J. INDEMNIFICATION**

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

**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 solicitation.

**3. 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 contract, 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 contract to the extent provided by law.

**K. ATTORNEY'S FEES**

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

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

**L. ASSIGNMENT, SALE, OR MERGER**

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

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.

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

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

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.

**N. FORCE MAJEURE**

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

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 man-made 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.

**O. CONFIDENTIALITY**

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

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.

**P. EARLY TERMINATION**

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

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.

**Q. CONTRACT CLOSEOUT**

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

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; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal 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 Solicitation Response (Initial)	NOTES/COMMENTS:
MR			

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 proposal 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 proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal 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 solicitation 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 solicitation.

**D. 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 proposal. 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.

**E. PRICES**

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

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

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

The State will be given full proportionate benefit of any decreases for the term of the contract.

**F. COST CLARIFICATION**

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**G. PERMITS, REGULATIONS, LAWS**

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

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.

**H. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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.

**I. ANTITRUST**

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

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.

**J. CONFLICT OF INTEREST**

<b>Accept (Initial)</b>	<b>Reject (Initial)</b>	<b>Reject &amp; Provide Alternative within Solicitation Response (Initial)</b>	<b>NOTES/COMMENTS:</b>
MR			

By submitting a proposal, 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 solicitation 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 and services 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 (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the solicitation or project, or who had any influence on decisions affecting the solicitation or project.

**K. ADVERTISING**

<b>Accept (Initial)</b>	<b>Reject (Initial)</b>	<b>Reject &amp; Provide Alternative within Solicitation Response (Initial)</b>	<b>NOTES/COMMENTS:</b>
MR			

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 and services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**L. DISASTER RECOVERY/BACK UP PLAN**

<b>Accept (Initial)</b>	<b>Reject (Initial)</b>	<b>Reject &amp; Provide Alternative within Solicitation Response (Initial)</b>	<b>NOTES/COMMENTS:</b>
MR			

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 and services as specified under the specifications in the contract in the event of a disaster.

**M. DRUG POLICY**

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

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.

**N. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
MR			The Warranty offered on the Comark E Compact Transmitters is 3 years

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

#### **IV. PAYMENT**

##### **A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

##### **B. TAXES (Statutory)**

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**

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Mail invoices to NET, 1800 N 33<sup>rd</sup> St., Lincoln, NE 68503. 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. PAYMENT (Statutory)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the 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 goods and 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.

##### **E. 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).

##### **F. 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.

##### **G. RIGHT TO AUDIT (First Paragraph is 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.

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

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 Contractor must provide the following information in response to this solicitation.

### A. SCOPE

It is the intent of this proposal invitation to establish a contract to supply (NET TV Translator Refresh (8 transmitters) per the attached specifications from date of award for a period of three (3) years. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the contractor and the State.

The intent of this request for NET (Nebraska Educational Telecommunications) to update and refresh TV transmitters at eight (8) of its translator sites throughout the State of Nebraska. It is intended for the transmitters to be purchased in a "phased" approach over the term of the contract. The contractor must provide the transmitters listed below and in the following phases. Phases are initiated with the release of purchase order from awarded contract:

Phase 1 (dependent upon funding source):  
50W UHF Channel 24  
1200W UHF Channel 33

Phase 2 (dependent upon funding source):  
100W VHF Channel 6  
50W UHF Channel 20  
1200W UHF Channel 33

Phase 3 (dependent upon funding source):  
100W VHF Channel 10  
50W UHF Channel 14  
1200W UHF Channel 23

For technical details regarding each of the power levels listed above, please see the sections labeled "Technical Specifications" later in this document. Funding is based on the state's fiscal year July 1 through June 30<sup>th</sup>. Contractors who can provide all requested transmitters will be given priority to the consideration.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation 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 (NET TV Translator Refresh (8 transmitters) 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 proposal 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 proposal document. If manufacturer's information necessary to show compliance with these specifications is not attached to the proposal document, the Contractor 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 proposal.

**HITACHI-COMARK RESPONSE: Please refer to Attachment #1 for descriptive literature and/or data sheets.**

**VI. TECHNICAL SPECIFICATIONS**

**A. CONTRACTOR INSTRUCTIONS**

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

"YES" response means the Contractor guarantees they can meet this condition.

"NO" response means the Contractor 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 Contractor'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 Contractor's alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your proposal. Non-compliance to any single specification can void your proposal.
YES			2. It is the responsibility of Contractors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Contractor.
YES			3. No interpretation related to the meaning of solicitation specifications or other pre-proposal documents will be made orally to any Contractor by the State. Any solicitation interpretation must be put in writing by the Contractor to: the State Purchasing Bureau, E-mail questions to SPB. <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
<b>NOTES/COMMENTS:</b>			

**C. TECHNICAL SPECIFICATIONS: Three each: 50W UHF Transmitters (50W at output of transmitter), for Channels 14, 20 and 24, High-Efficiency, Solid State, Air Cooled, Digital UHF Transmitter, 120VAC 60Hz**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			Transmitter will be capable of producing 50W at output of the transmitter. Transmitter shall employ high-efficiency, solid state devices, air cooling, and broadband UHF amplifiers
YES			Transmitter power output shall be adjustable via front panel, parallel remote, web interface and SNMP (Simple Network Management Protocol) interface from 0dB to -13dB of rated output power

YES			3.	It shall be possible to turn the transmitter RF output ON and OFF from the front panel, parallel remote, web remote and SNMP interface
YES			4.	AC power input shall accept 110VAC-240VAC, 50/60Hz
YES				Transmitter shall be designed for unattended remote control operation, compatible with standard commercial parallel remote control systems and must be capable of remote control from built-in web interface and SNMP protocol
YES			6.	Sideband performance shall be compliant with FCC emission mask requirements, measured at the directional coupler located at the output of the mask filter provided
YES				Harmonic and Spurious performance shall meet all FCC requirements specified for UHF television over-the-air broadcast systems. If an external harmonic filter is required it shall be included in the proposal as a separate line item with the transmitter system
YES		Yes with comment, see below	8.	The exciter shall include two, auto-switching ASI/SMPTE-310M inputs for ATSC 1.0. For ATSC 3.0 the exciter shall include at least one (1) native 1GBE TSolP input. TSolP input connectors shall be RJ-45, female
YES			9.	Exciter shall be upgradeable to ATSC 3.0 mode with minimum effort. Exciter to be shipped with ATSC 1.0 configuration. Provide brief description of process for upgrading to ATSC 3.0 here or as attachment: <b><u>A firmware file is loaded into the exciter and enabled. Customer to select ATSC 1.0 or ATSC 3.0 operation.</u></b>
YES			10.	6 pole external standard mask reflective bandpass filter for use with proposed transmitter broadcasting ATSC digital signal utilizing a 6MHz channel shall be provided as a line item in the system proposal.
YES			11.	Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any standard 6MHz channel across the UHF TV band
YES				Insertion loss of the Mask Filter shall be no greater 1.10 dB
YES			13.	Mask Filter shall include a directional coupler at the output and provide a calibrated forward power sample.
<p><b>NOTES/COMMENTS: The transmitter offered by Comark is the EC702MP-BB and is capable of 150 watts average power at ATSC 3.0- and 170 watts average power at ATSC 1.0 (After Filter). The exciter has redundant ASI inputs and a native GigE input for ATSC 3.0, but not a TSolP at ATSC 1.0.</b></p>				

D. **TECHNICAL SPECIFICATIONS: Two each: 100W VHF Transmitters (100W at output of transmitter), for Channels 6 and 10, High-Efficiency, Solid State, Air Cooled, Digital VHF Band I Transmitter, 110-240VAC 60Hz**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			Transmitter will be capable of producing 100 Watts at output of the transmitter. Transmitter shall employ high-efficiency solid state devices, air cooling, and broadband VHF Band I amplifiers.
YES			Transmitter power output shall be adjustable via front panel, parallel remote, web interface and SNMP interface from 0dB to -10dB of rated output power
YES			3. It shall be possible to turn the transmitter RF output ON and OFF from the front panel, parallel remote, web remote and SNMP interface

YES			4.	AC power input shall accept single-phase 110-240VAC, 50/60Hz
YES				Transmitter shall be designed for unattended remote control operation, compatible with standard commercial parallel remote control systems and must be capable of remote control from built-in web interface and SNMP protocol
YES			6.	Sideband performance shall be compliant with FCC emission mask requirements, measured at the directional located at the output of the mask filtered provided
YES				Harmonic and Spurious performance shall meet all FCC requirements specified for UHF television over-the-air broadcast systems. If an external harmonic filter is required it shall be included in the proposal as a separate line item with the transmitter system
YES			8.	The exciter shall include two, auto-switching ASI/SMPTE-310M inputs for ATSC 1.0. For ATSC 3.0 the exciter shall include at least one (1) native 1GBE TSolP input. TSolP input connectors shall be RJ-45, female
YES			9.	Exciter shall be upgradeable to ATSC 3.0 mode with minimum effort. Exciter to be shipped with ATSC 1.0 configuration. Provide brief description of process for upgrading to ATSC 3.0 here or as attachment: : <b><u>A firmware file is loaded into the exciter and enabled. Customer to select ATSC 1.0 or ATSC 3.0 operation.</u></b>
YES			10.	6 pole external standard mask reflective bandpass filter for use with proposed transmitter broadcasting ATSC digital signal utilizing a 6MHz channel shall be provided as a line item in the system proposal.
YES				Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any standard 6MHz channel across the VHF Band I TV band
YES			12.	Insertion loss of the Mask Filter shall be no greater 1.1 dB
YES			13.	Mask Filter shall include a directional coupler at the output and provide a calibrated forward power sample.
<p><b>NOTES/COMMENTS: The transmitter offered by Comark is the LPTV-5000-250V1 LB &amp; LPTV-5000-250V3 HB and is capable of 250 watts at ATSC 1.0 (After Filter). The exciter has redundant ASI inputs and a native GigE input for ATSC 3.0, but not a TSolP at ATSC 1.0.</b></p>				

**E. TECHNICAL SPECIFICATIONS: Three each: 1200W UHF Transmitters (1200W at output of transmitter), for Channels 23, 33 and 33, High-Efficiency, Solid State, Air Cooled, Digital UHF Transmitter, 208-240VAC single phase 60Hz**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Transmitter will be capable of producing 1200 Watts at output of the transmitter. Transmitter shall employ high-efficiency, solid state devices, air cooling, and broadband UHF amplifiers
YES			2. Shall include one shelf spare PA module as an option.
YES			3. Transmitter power output shall be adjustable via front panel, parallel remote, web interface and SNMP interface from 0dB to -10dB of rated output power
YES			4. It shall be possible to turn the transmitter RF output ON and OFF from the front panel, parallel remote, web remote and SNMP interface
YES			5. AC power input shall accept single-phase 220-240VAC, 50/60Hz

YES			6. Transmitter shall be designed for unattended remote control operation, compatible with standard commercial parallel remote control systems and must be capable of remote control from built-in web interface and SNMP protocol
YES			7. Sideband performance shall be compliant with FCC emission mask requirements, measured at the directional located at the output of the mask filtered provided
YES			8. Harmonic and Spurious performance shall meet all FCC requirements specified for UHF television over-the-air broadcast systems. If an external harmonic filter is required it shall be included in the proposal as a separate line item with the transmitter system
YES			9. The exciter shall include two, auto-switching ASI/SMPTE-310M inputs for ATSC 1.0. For ATSC 3.0 the exciter shall include at least one (1) native 1GBE TSolP input. TSolP input connectors shall be RJ-45, female
YES			10. Exciter shall be upgradeable to ATSC 3.0 mode with minimum effort. Exciter to be shipped with ATSC 1.0 configuration. Provide brief description of process for upgrading to ATSC 3.0 here or as attachment: <b><u>A firmware file is loaded into the exciter and enabled. Customer to select ATSC 1.0 or ATSC 3.0 operation.</u></b>
YES			11. Transmitter must include a dual exciter configuration.
YES			12. 6 pole external standard mask reflective bandpass filter for use with proposed transmitter broadcasting ATSC digital signal utilizing a 6MHz channel shall be provided as a line item in the system proposal.
YES			13. Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any standard 6MHz channel across the UHF TV band
YES			14. Insertion loss of the Mask Filter shall be no greater 0.60 dB
YES			15. Mask Filter shall include a directional coupler at the output and provide a calibrated forward power sample.
<p><b>NOTES/COMMENTS: The transmitter offered by Comark is the EC702HP-BB and is capable of 1500 watts average power at ATSC 3.0 and 1700 watts average power at ATSC 1.0 (After Filter). The exciter has redundant ASI inputs and a native GigE input for ATSC 3.0, but not a TSolP at ATSC 1.0.</b></p>			

**F. COMPLIANCE**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			State length of time manufacturer has been established in the design and manufacture of broadcast television transmitters: <b>&gt;45</b> years. Manufacturers with less than five (5) years transmitter manufacturing experience may be a factor in
YES			Does the transmitter manufacturer maintain a service department that is staffed twenty-four (24) hours a day, three hundred sixty five (365) days a year?
YES			<b>3.</b> Does the manufacturer maintain a staff of fully trained customer service engineers available for telephone assistance or on-site service?

	NO		4. Does the manufacturer charge for telephone and email technical support during or after the warranty period for the offered equipment?
YES			The manufacturer shall provide replacement parts and service for the equipment offered for a minimum of ten (10) years after the sale of the equipment. Parts warehouse, inventory, and shipping point shall be located in the United States. Replacement parts, or repairs requiring shipment from locations outside the United States will not be allowed.
YES			6. Factory Proof-of-performance testing for transmitters must be performed at specified transmitter TPO output and channel, and final test and proof documents shall be provided with the transmitter at the time of shipment. Transmitter final test will insure compliance with Federal Communications Commission (FCC) requirements and manufacturer specifications.
YES			7. Specify in-warranty replacement parts and repair parts policy below or attach your company's policy to this bid: <b>3 YEARS</b>
YES			8. Specify out of warranty replacement parts and repair parts policy below or attach your company's policy to this bid: <b>10 YEARS OR MORE</b>
NOTES/COMMENTS:			

**G. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			Delivery desired within (45-60) days after receipt of purchase order(s). At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
NOTES/COMMENTS: 45-60 days typical.			

**H. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			Nebraska Educational Telecommunications, 1800 N 33 <sup>rd</sup> St., Lincoln, NE 68503
<b>NOTES/COMMENTS:</b>			

**I. PACKAGING**

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

**J. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods).
YES			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.
<b>NOTES/COMMENTS:</b>			

**K. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			<b>1.</b> Product quality must meet specifications and be consistent for the term of the contract. 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.
YES			<b>2.</b> A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this proposal invitation.
YES			<b>3.</b> 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.
<b>NOTES/COMMENTS:</b>  			

**L. GRAY MARKET PRODUCTS PROHIBITION**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			<p>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.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**M. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			<p>The Contractor warrants for a period of three (3) years from the date of Acceptance that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.</p>
<p><b>NOTES/COMMENTS: Refer to Attachment #2 for a copy of our warranty.</b></p>			

**Form A**  
**Contractor Contact Sheet**  
**Invitation To Bid Number 6078 OF**

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

<b>Preparation of Solicitation Contact Information</b>	
<b>Contractor Name:</b>	Hitachi Kokusai Electric Comark LLC
<b>Contractor Address:</b>	104 Feeding Hills Road, Southwick, MA 01077
<b>Contact Person &amp; Title:</b>	Michael Roosa
<b>E-mail Address:</b>	mroosa@comarktv.com
<b>Telephone Number (Office):</b>	413 998 1529
<b>Telephone Number (Cellular):</b>	570 881 3951
<b>Fax Number:</b>	413 998 1194

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

<b>Communication with the State Contact Information</b>	
<b>Contractor Name:</b>	Hitachi Kokusai Electric Comark LLC
<b>Contractor Address:</b>	104 Feeding Hills Road, Southwick, MA 01077
<b>Contact Person &amp; Title:</b>	Michael Roosa
<b>E-mail Address:</b>	mroosa@comarktv.com
<b>Telephone Number (Office):</b>	413 998 1529
<b>Telephone Number (Cellular):</b>	570 881 3951
<b>Fax Number:</b>	413 998 1194



**ADDENDUMS**

**ADDENDUM ONE,  
REVISED INVITATION TO BID**

Date: April 30, 2019  
To: All Bidders  
From: Julie Dabydeen, Buyer  
AS Materiel State Purchasing  
RE: Addendum for Invitation to Bid Number 6078 OF to be opened May 13, 2019 at  
2:00 p.m. Central

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**REVISED INVITATION TO BID**

Invitation to Bid dated April 23, 2019 is hereby deleted and replaced with Revised Invitation to Bid dated April 30, 2019.

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

## **ADDENDUM TWO, QUESTIONS AND ANSWERS**

Date: May 3, 2019  
To: All Bidders  
From: Julie Dabydeen, Buyer  
AS Materiel State Purchasing  
RE: Addendum for Invitation to Bid 6078 OF to be opened May 13, 2019 at  
2:00 p.m. Central

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### **Questions and Answers**

No questions were received for 6078 OF.

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

## LETTER OF GOOD STANDING

# STATE OF NEBRASKA

United States of America, } ss.  
State of Nebraska }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the  
State of Nebraska, do hereby certify that

## HITACHI KOKUSAI ELECTRIC COMARK LLC

**a Delaware limited liability company is authorized to transact business in  
Nebraska;**

**all fees, taxes, and penalties due under the Nebraska Uniform Limited  
Liability Company Act or other law to the Secretary of State have been paid;**

**the Company's most recent biennial report required by section 21-125 has  
been filed by the Secretary of State;**

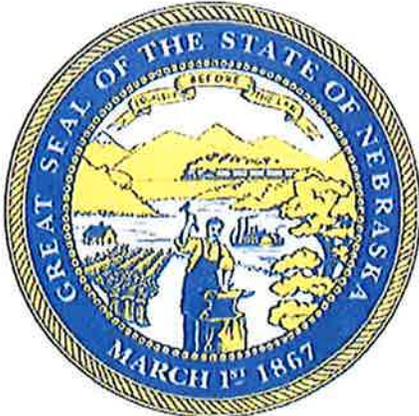
**the Secretary of State has not revoked the Company's Certificate of Authority  
and has not filed a notice of cancellation.**

*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

**October 3, 2017**

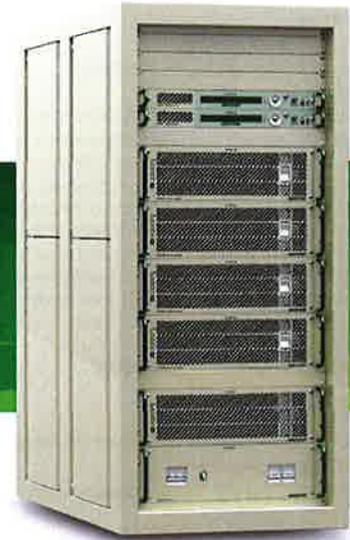


*John A. Gale*  
Secretary of State

**ATTACHMENT #1 BROCHURES**

## UHF Digital TV Transmitters

E-Compact TV • High Efficiency • Air Cooling • High Power



Hitachi's transmitter E-Compact Series offers optimal broadcasting features with power efficiency up to 42%. The simplicity of its configuration and operation allows a fast startup. The high robustness of the E-Compact Series ensures a smooth and safe operation. Its high power sub-family is comprised of air cooled transmitters with output powers (before filter) of 700W up to 7.8kW in the ISDB-T standard, of 750W up to 8.8kW in DVB-T2, and of 800W up to 9.5kW in ATSC.

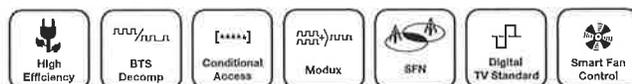
The equipment is mounted on a single rack.<sup>1</sup> Its compact design results in a small installation footprint. The PA module has an excellent power density. With 3RU and 19", each PA module is configured for transmitting up to 860Wrms.

Developed with Doherty Technology, it provides high efficiency and consumption cost reduction of up to 50% when compared to conventional transmitters.

The E-Compact line astonishes with its transmission versatility, either operating in SFN or in MFN retransmissions. The retransmission signal can be received through Satellite or Terrestrial tuners and through Ethernet<sup>2</sup> and ASI inputs. The EX8001 exciter features pre-correction, BTS decompression, and conditional access module, dismissing the need for other external equipment.

### E-Compact Highlights:

- Doherty Amplification Technology.
- Low energy consumption.
- Compact design, each power amplifier delivers up to 860Wrms in only 3RU.
- Easy assembly and maintenance:
  - Quick-coupling for PA Modules<sup>3</sup>.
  - Quick-coupling for Power Supplies.
- Automatic Fan Speed Control providing low noise levels and increased lifespan.



Hitachi Kokusai Linear Equipamentos Eletrônicos S/A.

Broadcasting, Video, and Communication Solutions from Brazil to the World.

# UHF Digital TV Transmitters

## E-Compact TV - High Efficiency - Air Cooling - High Power

### GENERAL FEATURES

- IP Input;
- Modular power amplifiers;
- High efficiency with Doherty Technology;
- Air Cooling;
- Automatic Fan Speed Control: low noise levels, energy saving and increased lifespan;
- Power Supply with Power Factor Correction  $\geq 0.9$ ;
- Measurements and Alarms through front display and keyboard or via web;
- VSWR and Overdrive protection via hardware with power reduction;
- Overheating protection via software for the internal modules;
- Automatic Digital Pre-correction (Linear and No-Linear);
- Telemetry: WEB Server/SNMP, for local or remote management;
- AGING transistor compensation via exciter front panel;
- Automatic GM compensation with temperature;
- Gain and Phase adjustments per drawer;
- SFN Operation;
- Isolated combiner, enabling Hot Swap<sup>4</sup>

### INCLUDED:

General Control Software, WEB Server and SNMP;  
USB communication Drivers;  
PT-BR, US-EN or ESP manuals (digital formats).

### OPTIONALS:<sup>5</sup>

- Telemetry through GPRS interface;
- Exciter Redundancy;
- Measurement Software;
- Time base by GPS, inside the exciter;
- Terrestrial reception for UHF retransmission (connector N female);
- Satellite reception (DVB-S/S2) for UHF retransmission (connector F female);
- Conditional Access Module with up to four simultaneous services, and display of up to eight services;<sup>6</sup>
- Channel filter;
- Low-pass filter and after filter RF sample.

Communication Interfaces	USB / Ethernet <sup>2</sup> / SNMP
Frequency Stability	$\pm 1$ Hz (internal GPS)
Oscillator	PLL synthesized
Power Factor	better than 0.9
Operation Altitude	up to 2,500m a.s.l. <sup>7</sup>
Environment temperature range	from 0°C to +45°C
Environmental Humidity range	from 0 to 95% (non-condensing)

### BTS, TS or IP INPUTS

Formats	DVB-ASI 188 / 204 bytes Ethernet <sup>2</sup> (IEEE 802.3u) 10Base-T/100Base-TX
Connectors	BNC-Female RJ45
Impedance	75Ω

### OUTPUT

Operation Frequency	470MHz to 806MHz (UHF)
Bandwidth	6 / 7 / 8 MHz
Power	up to 9.5kW <sub>rms</sub> before filter
Minimum Operation Power (after filter)	10% of nominal power (increased in steps of 10W) <sup>8</sup>
TV Standard	ISDB-T, ATSC and DVB-T2
Intermodulation	-50dB @ $\pm 3.15$ MHz (BW=6MHz) <sup>9</sup> -50dB @ $\pm 4.2$ MHz (BW=8MHz)
Harmonics / spurious	better than -60dBc
MER	34dB to 38dB

### TECHNICAL TABLE (typical values)

Model	EC701HP		EC702HP		EC703HP		EC704HP		EC706HP		EC708HP		EC712HP		Remarks/Notes
	B.F. <sup>10</sup>	A.F. <sup>10</sup>	B.F. <sup>10</sup>	A.F. <sup>10</sup>	B.F. <sup>10</sup>	A.F. <sup>10</sup>	B.F. <sup>10</sup>	A.F. <sup>10</sup>	B.F. <sup>10</sup>	A.F. <sup>10</sup>	B.F. <sup>10</sup>	A.F. <sup>10</sup>	B.F. <sup>10</sup>	A.F. <sup>10</sup>	
Output Power (W) <sup>9</sup>															
ATSC	800	700	1,600	1,400	2,400	2,100	3,200	2,900	4,800	4,200	6,500	5,600	9,500	8,500	* Except EC712HP. * Ethernet is a registered trademark of Xerox Corporation. * Except EC701HP. * The PA modules can be removed / inserted with the transmitter in operation, although the PA being removed / inserted must be switched off. * Contact Hitachi Kokusai Linear for optionals availability in each standard. * DVB-CA Standard (conditional access) - DVB Common-Interface (DVB-CI) Module with PCMCIA CAM slot (Irdeto, Conax descramblers) - SMARTCARD and CAM not included. * Altitudes above 2,500m under consultation. a.s.l.: above sea level. * Except for model EC701HP, nominal power of 580W, in which the minimum power is 50W. * May change depending on MER value, channel and output power. For details, consult Hitachi Kokusai Linear. * B.F.: Before Filter / A.F.: After Filter * Under consultation.
DVB-T2	750	600	1,500	1,300	2,200	1,900	3,000	2,600	4,500	3,900	6,000	5,200	8,800	7,700	
ISDB-T	700	580	1,400	1,200	2,100	1,800	2,700	2,400	4,000	3,600	5,400	4,800	7,800	7,000	
AC Mains (43 to 63Hz) <sup>6</sup>	M220 B220		M220 B220 T220 T380		M220 B220 T220 T380		M220 B220 T220 T380		M220 B220 T220 T380		M220 <sup>11</sup> B220 <sup>11</sup> T220 T380		M220 <sup>11</sup> B220 <sup>11</sup> T220 T380		
Output Connector	EIA 1-5/8"		EIA 1-5/8"		EIA 1-5/8"		EIA 1-5/8"		EIA 3-1/8"		EIA 3-1/8"		EIA 3-1/8"		
PA Modules	1 module		2 module		3 module		4 module		6 module		8 module		12 module		
Typical AC Consumption(W) <sup>8</sup>															
ATSC	2,055		4,009		5,964		7,918		11,827		15,736		23,575		
DVB-T2	2,051		4,002		5,954		7,905		11,807		15,710		23,515		
ISDB-T	1,935		3,810		5,685		7,560		11,310		15,060		22,620		
Typical Heat Dissipation (BTU/h) <sup>9</sup>															
ATSC	4,539		8,551		12,656		16,618		25,111		33,600		50,983		
DVB-T2	4,857		9,058		13,320		17,647		26,773		35,584		53,206		
ISDB-T	4,595		8,688		12,840		17,052		25,921		34,060		51,840		
Rack dimensions (RU)	8		25		25		25		40		40		40		
Number of Racks	1		1		1		1		1		1		2		
Rack total width (mm)	570		570		570		570		570		570		1,140		
Rack total depth (mm)	900		1,100		1,100		1,100		1,100		1,100		1,100		
Transmitter weight (kg)	70		170		210		250		350		420		700		

### Hitachi Kokusai Linear Equipamentos Eletrônicos S/A.

#### Headquarters

Rodovia BR 459, nº 121-A, Km 121 - Bairro Córrego Raso  
37540-000 - Santa Rita do Sapucaí - MG - Brazil  
Phone: +55(35) 3473-3473 Fax: +55(35) 3473-2425  
www.hitachi-linear.com.br

#### Commercial Office - São Paulo

Alameda Santos, 745 - Conj 91B - Jardim Paulista  
01419-001 - São Paulo - SP - Brazil  
Phone: +55(11) 3541-3244 Fax: +55(11) 3541-2425

# Lower Power UHF Solid State

## \*NEW\* E-Compact MP Series

### ATSC Low Power DTV Transmitter

The new E-Compact MP Series LPTV transmitter is a compact and rugged platform designed from the ground up specifically for the low power digital TV marketplace. The E-Compact uses high-efficiency Doherty amplifier technology for up to 38% efficiency. This product is ideal for small LPTV stations or ATSC 3.0 SFN sites.



### E-Compact features:

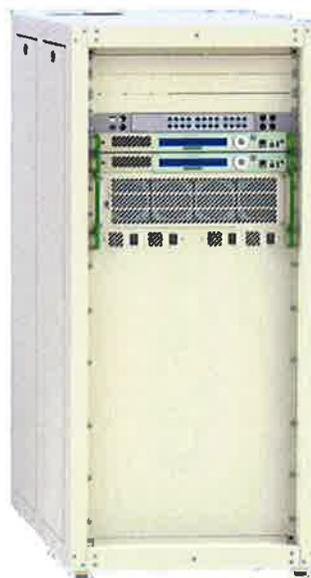
- EC702MP 170W / 150W models for ATSC 1.0 / 3.0
- EC704MP 350W / 300W models for ATSC 1.0 / 3.0
- EC710MP 1kW for both ATSC 1.0 / 3.0
- Air cooled ~ broadband Doherty UHF amplifier design
- Uses EXACT DTV Exciter with FPGA architecture
- Industry leading Digital Adaptive Precorrection (DAP)
- Dual TS inputs (auto sensing), provides seamless A/B input redundancy
- Built-in web GUI for remote access
- Optional SNMP client, activated via software license
- User monitoring/control via front panel MMI
- ATSC 1.0 with software upgrade for ATSC 3.0

[EC702 + EC704MP-BB Data Sheet](#)

[EC710MP-BB Data Sheet](#)



EC702MP-BB



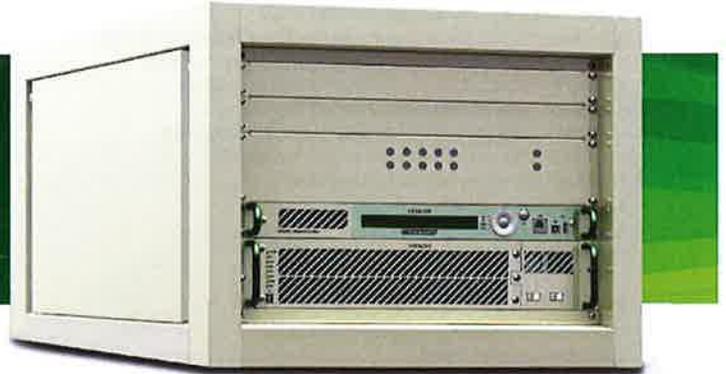
EC710MP-BB

- High Power UHF Solid State
- Medium Power UHF Solid State
- Low Power UHF Solid State**
- Med. & High Power VHF B3 Solid State
- Med. & High Power VHF B1 Solid State
- Low Power VHF B3 Solid State
- Low Power VHF B1 Solid State
- DTV Exciters



## UHF Digital TV Transmitters

E-Compact TV • High Efficiency • Air Cooling • Medium Power



Hitachi's E-Compact Transmitter Series offers optimal broadcasting features with power efficiency up to 38%. The simplicity of its configuration and operation allows a fast startup and its high robustness ensures a smooth and safe operation. Its Medium Power sub-family is comprised of air cooled transmitters with output powers (before filter) of 200W and 400W in ISDB-Tb / DVB-T2 standards, and 225W and 450W in the ATSC standard.

The E-compact Medium Power Series can be assembled in three versions: rack, structural frame or table top. A compact design offers a small installation footprint. The 19", 2RU PA offers excellent power density, transmitting up to 450Wrms.

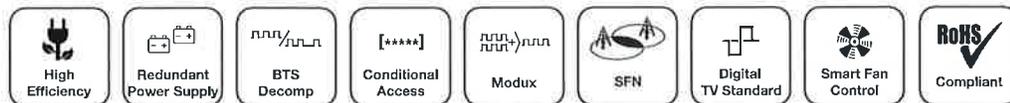
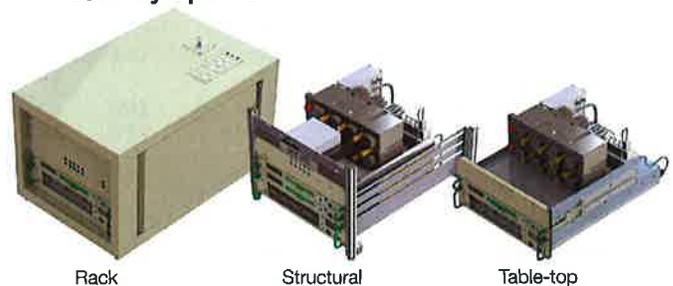
Developed with Doherty Technology, it provides high efficiency and consumption cost reduction of up to 50% when compared to conventional transmitters.

The E-Compact line astonishes with its transmission versatility, either operating in SFN or in MFN retransmissions. The retransmission signal can be received through Satellite or Terrestrial tuners and through Ethernet<sup>2</sup> and ASI inputs. The EX8001 exciter features pre-correction, BTS decompression, and conditional access module, dispensing the need for other external devices.

### Medium Power E-Compact Highlights:

- Doherty Amplification Technology.
- Energy Saving.
- Power supply redundancy (up to 100%).
- Quick-plug for Power Supplies, through front panel, hot-swappable.
- Automatic Fan Speed Control providing low noise levels and increased lifespan.
- Easy access Fan bank and washable air filters;
- Real time A-DPD: A resource that applies, automatically, the device's pre-correction on every output power fluctuations related to user adjustments and/or failure. Taking less than two seconds to recover MER values,
- it's the fastest tool in the market.

### Assembly Options:



**E-Compact**  
Less energy. More power.

Certified Company  
**ISO 9001**  
10 years certified

Hitachi Kokusai Linear Equipamentos Eletrônicos S/A.

**Solutions for Broadcast, Video and Communication from Brazil to the world.**

# UHF Digital TV Transmitters

## E-Compact TV - High Efficiency - Air Cooling - Medium Power

### GENERAL SPECIFICATIONS

- IP Input;
- Modular power amplifiers;
- High efficiency with Doherty Technology;
- Air Cooling;
- Redundant & Hot swappable<sup>3</sup> Power supplies;
- Automatic Fan Speed Control: low noise levels, energy saving and increased lifespan;
- Power Supply with Power Factor Correction  $\geq 0.9$ ;
- Measurements and Alarms through front display and keyboard or via web;
- VSWR and Overdrive protection via hardware with power reduction;
- Software oriented overheating protection for internal modules;
- Automatic Digital Pre-correction (Linear and Non-Linear);
- Telemetry: WEB Server/SNMP, for local or remote management;
- AGING transistor compensation via exciter's front panel;
- Automatic GM compensation with temperature;
- Gain and Phase adjustments per drawer;
- SFN Operation;
- BTS decompression;

### INCLUDED

- General Control Software, WEB Server and SNMP;
- USB communication Drivers;
- PT-BR, US-EN or ESP manuals (digital formats).
- Passive elements kit: Low-pass filter, before and after-filter probes.

### OPTIONALS<sup>3</sup>

- Telemetry through GPRS interface;
- Double Exciter;
- Instrumental embedded via software;
- GPS time base (exciter's internal module);
- Terrestrial reception for UHF retransmission (N-Female Connector);
- Satellite reception (DVB-S/S2) for UHF retransmission (N-Female Connector);
- Conditional Access Module with up to four simultaneous services, and display of up to eight services;
- 8-pole Output filter for critical mask (50dB) OU 6-pole Output filter for sub-critical mask(43dB);
- Input 7-pole filter for UHF receiver;
- RF Output connectors: DIN 7/16" female (standard), EIA 7/8" flanged, EIA 7/8" unflanged or N-Female;
- Assembly: 8RU Rack, Structural or Table-top;
- Redundant Power Supply;

Model	EC702MP		EC704MP	
	B.F. <sup>a</sup>	A.F. <sup>a</sup>	B.F. <sup>a</sup>	A.F. <sup>a</sup>
Output power (W) <sup>7</sup>				
ISDB-T / DVB-T2	200	150	400	300
ATSC	225	170	450	350
AC mains (43 to 63Hz)	M220 B220		M220 B220	
Output connector <sup>5</sup>	N Female		N Female	
Typical AC consumption (W) <sup>7</sup>				
ISDB-T / DVB-T2	600		1,200	
ATSC	750		1,500	
Typical heat dissipation (BTU/h) <sup>7</sup>				
ISDB-T / DVB-T2	1,400		2,800	
ATSC	1,750		3,500	
Optional rack dimensions (RU)	8		8	
Rack total width (mm)	570		570	
Rack total depth (mm)	900		900	
Transmitter weight with rack (kg)	64		65	

Communication Interfaces	USB / Ethernet <sup>1</sup> / SNMP
Frequency Stability	$\pm 1$ Hz (internal GPS)
Oscillator	PLL synthesized
Power Factor	Better than 0.9
Operation Altitude	up to 2,500m a.s.l. <sup>3</sup>
Environment temperature range	from 0°C to +45°C
Environmental Humidity range	from 0 to 95% (non-condensing)

### BTS, TS or IP INPUTS

Formats	DVB-ASI 188 / 204 bytes Ethernet <sup>1</sup> (IEEE 802.3u) 10Base-T/100Base-TX
Connector	BNC-Female RJ45
Impedance	75 $\Omega$

### OUTPUT

Operation Frequency	470MHz to 806MHz (UHF)
Bandwidth	6 / 7 / 8 MHz
Power	up to 550Wrms after filter
TV Standard	ISDB-T, ATSC and DVB-T2
Intermodulation	-43dB @ $\pm 3,15$ MHz (BW=6MHz) -50dB @ $\pm 3,15$ MHz (BW=6MHz) -50dB @ $\pm 4,2$ MHz (BW=8MHz)
Harmonics / spurious	better than -60dBc
MER <sup>6</sup>	35dB up to 38dB

### POWER PROGRAMMING TABLE (AFTER FILTER)<sup>7</sup>

Model	Standard TV	Rated Power	Minimum Operation Power	Power Step
EC702MP	ISDB-T / DVB-T2	150 W	10 W	10 W
	ATSC	170 W	20 W	10 W
EC704MP	ISDB-T / DVB-T2	300 W	30 W	10 W
	ATSC	350 W	40 W	10 W

#### Remarks / Notes

<sup>1</sup> Ethernet is a registered trademark of Xerox Corporation.

<sup>2</sup> Default for the EC704MP.  
Optional for the EC702MP.  
Removing/inserting of the power supply can be done while the equipment is in operation, but as long as the frontal AC switch on the power supply being removed / inserted is off.

<sup>3</sup> Contact Hitachi Kokusai Linear for optionals availability in each standard.

<sup>4</sup> DVB-CA Standard (conditional access)  
- DVB Common-Interface (DVB-CI)  
Module with PCMCIA CAM slot (Irdeto, Conax descramblers) - SMARTCARD and CAM not included.

<sup>5</sup> Altitudes above 2,500m under consultation, a.s.l.: above sea level.

<sup>6</sup> May change depending on MER value, channel and filter.

<sup>7</sup> B.F.: Before Filter | A.F.: After Filter.

### Hitachi Kokusai Linear Equipamentos Eletrônicos S/A.

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Phone: +55(11) 3541-3244 Fax: +55(11) 3541-2425

# LPTV-5000-V1

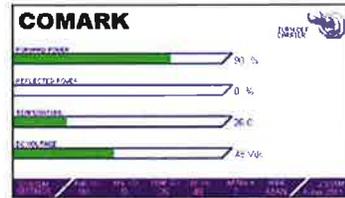
## VHF Band 1 DTV Transmitters

The LPTV-5000-V1 is compact low power VHF digital transmitter providing an extremely cost effective solution.

Hitachi-Comark provides high performance and award winning television transmitters that are backed by more than 45 years of leadership in broadcast technologies.

The LPTV-5000-V3 is a compact platform that is available in 250 – 5000 watts average output power,

The transmitter uses an external RF mask filter for ATSC systems. Units are software upgradeable from ATSC 1.0 to 3.0. The transmitter features a full color touch screen display user interface. Remote monitoring and control is via Ethernet / SNMP and/or a dedicated rear-panel parallel port using a DB-25 interface.



Touch screen User Interface

### SPECIFICATIONS

**Input:**

- MPEG-2 transport stream
- DVB-ASI, BNC 75 Ω impedance
- 19.39Mbps max input data rate

**RF Output:**

- Type N or 7-16 DIN female connector power level dependent
- 50 Ω impedance

**RF Performance:**

- 250W through 5kW output power, with 10-100% adjustability
- 6MHz RF channel bandwidth
- VHF B1 (54-88 MHz)
- >36 dB typical MER
- >104 dB phase jitter
- > -50 dB typical RF shoulders

**Environmental & Mechanical:**

- 0° to 45° C Temp range
- <90% relative humidity, (non-condensing)
- Air cooled, front to back air flow
- 19" W x 25" D, consult factory on vertical height / power level
- 110/220VAC +/-10%, 60 Hz

### KEY FEATURES

- ▶ Automatic adaptive pre-correction for highest possible SNR
- ▶ 250W-5kW models available
- ▶ Repeater (RF input) optional
- ▶ Full color touch screen display
- ▶ 2 stage amplification with Class A/AB operation
- ▶ Designed for adjacent operation
- ▶ Ultra efficient switching PSU
- ▶ Air cooled for high reliability and long service life
- ▶ ATSC A/53 8VSB compliant

### ORDERING INFORMATION

Please contact your authorized Hitachi-Comark representative.  
 US Sales 1-800-288-8364 or 413-998-1100  
 Hitachi Kokusai Electric Comark LLC  
 104 Feeding Hills Road  
 Southwick, MA 01077

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# LPTV-5000-V3

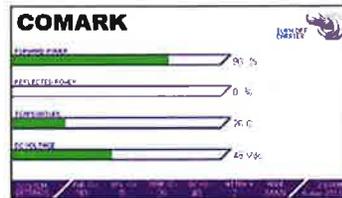
## VHF Band 3 DTV Transmitters

The LPTV-5000-V3 is compact low power VHF digital transmitter providing an extremely cost effective solution.

Hitachi-Comark provides high performance and award winning television transmitters that are backed by more than 45 years of leadership in broadcast technologies.

The LPTV-5000-V3 is a compact platform that is available in 250 – 5000 watts average output power,

The transmitter uses an external RF mask filter for ATSC systems. Units are software upgradeable from ATSC 1.0 to 3.0. The transmitter features a full color touch screen display user interface. Remote monitoring and control is via Ethernet / SNMP and/or a dedicated rear-panel parallel port using a DB-25 interface.



Touch screen User Interface

### SPECIFICATIONS

**Input:**

- MPEG-2 transport stream
- DVB-ASI, BNC 75 Ω impedance
- 19.39Mbps max input data rate

**RF Output:**

- Type N or 7-16 DIN female connector power level dependent
- 50 Ω impedance

**RF Performance:**

- 250W through 5kW output power, with 10-100% adjustability
- 6MHz RF channel bandwidth
- VHF B3 (174-216 MHz)
- >36 dB typical MER
- >104 dB phase jitter
- > -50 dB typical RF shoulders

**Environmental & Mechanical:**

- 0° to 45° C Temp range
- <90% relative humidity, (non-condensing)
- Air cooled, front to back air flow
- 19" W x 25" D, consult factory on vertical height / power level
- 110/220VAC +/-10%, 60 Hz

### KEY FEATURES

- ▶ Automatic adaptive pre-correction for highest possible SNR
- ▶ 250W-5kW models available
- ▶ Repeater (RF input) optional
- ▶ Full color touch screen display
- ▶ 2 stage amplification with Class A/AB operation
- ▶ Designed for adjacent operation
- ▶ Ultra efficient switching PSU
- ▶ Air cooled for high reliability and long service life
- ▶ ATSC A/53 8VSB compliant

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## ATTACHMENT #2 WARRANTY

### HITACHI KOKUSAI ELECTRIC COMARK LLC WARRANTY

HITACHI KOKUSAI ELECTRIC COMARK LLC hereinafter "SELLER", warrants to CUSTOMER and CUSTOMER only that the Product purchased herein is free from defects in workmanship and material for a period of three (3) years from the date of Delivery.

SELLER agrees, subject to SELLER'S evaluation, to make good "INCOTERMS 2010: FCA factory or origin" (UCC) all defective parts of such Product which are returned, within fifteen (15) days of issuance of written return authorization by SELLER, to SELLER'S factory, transportation prepaid, provided that:

- A. SELLER receives prompt written notification of such defects.
- B. SELLER issues prior written authorization to CUSTOMER to return such parts to SELLER'S factory.
- C. Product has been operated in accordance with the SELLER'S instructions and has been properly maintained.
- D. Product has not been misused, altered or repaired by the CUSTOMER.
- E. Product was installed properly according to SELLER'S standards and criteria.

All returned parts of the Product become SELLER'S property. Correction of such defects by repair or replacement at SELLER'S factory and shipment of the repaired or replacement parts to CUSTOMER "INCOTERMS 2010: FCA SELLER'S factory" (UCC) shall constitute CUSTOMER'S sole and exclusive remedy and the fulfillment of all of SELLER'S obligations in respect to the Product. The CUSTOMER agrees that except for such repair and replacement, SELLER shall in no event be liable for damage or damages of any kind connected with the use of the Product or its failure to function properly. In the event SELLER fails to repair or replace any defective parts CUSTOMER agrees that the exclusive measure of damages for such breach shall be the reasonable cost of repair or replacement of the defective part or parts at the time of the breach.

High power electron amplifier tubes and associated circuit assemblies; generators; heat exchangers; pumps; remote control systems; high voltage power supplies; uninterruptible power supplies; surge suppressors; STLs; antennas and RF systems furnished by the SELLER but manufactured by another company shall bear no warranties other than the special hours-of-use and other warranties extended by and enforceable against the manufacturer at the time of delivery to CUSTOMER (which warranties SELLER will furnish on CUSTOMER'S written request), for the period stated in that warranty or for a period of thirty (30) days from such delivery, whichever is longer.

ALTERATION, MODIFICATION OR UNAUTHORIZED REPAIR OF THE PRODUCT, OPERATION OF PRODUCT OUTSIDE OF SELLER'S RECOMMENDED ENVIRONMENTAL CONDITIONS (INCLUDING BUT NOT LIMITED TO TEMPERATURE AND HUMIDITY), IMPROPER INSTALLATION OR OTHER MISUSE VOIDS THIS WARRANTY AND OPERATES TO RELIEVE SELLER FROM ALL LIABILITY THEREUNDER. SALE OR TRANSFER OF THE PRODUCT TERMINATES THE WARRANTY.

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