

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	10/8/19	Page	1 of 1
Solicitation Number	6162 OF		
Opening Date and Time	11/19/19	2:00 pm	
Buyer	BUFFY MEYER (AS)		

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

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

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

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

Contract to supply and deliver Solar Powered Trailer Mounted Arrow Board to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(ms 10/08/19)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOLAR POWERED TRAILER MOUNTED ARROW BOARD	7.0000	EA	\$ 4620.00	\$ 32340.00
	Make: <u>WANCO</u> Model: <u>WTSP-LSAC</u>				

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: NET * 30 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 30 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

Enter Contact Information Below

VENDOR#

VENDOR: MICHAEL TODD & CO. INC.

Address: 1401 WILLIAM ST.

OMAHA, NE 68108

402-342-10376

Contact PATRICIA SAMMON

Telephone 800-228-7076

Facsimile 402-342-3663

Email psammon@michaeltodd.com

INVITATION TO BID

Number 6162 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a Commodity contract, ITB Number 6162 OF for the purpose of selecting a qualified Contractor to provide Solar Powered Trailer Mounted Arrow Board. 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.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for four (4) additional one (1)-year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

INFORMATION PERTINENT TO THIS 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.

II. TERMS AND CONDITIONS

Contractors 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:
			

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:
			

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

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

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

C. NOTICE (POC)

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

D. GOVERNING LAW (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.

E. AMENDMENT

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

F. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the 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*****

G. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, 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.

I. BREACH

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

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

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

J. NON-WAIVER OF BREACH

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

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

K. SEVERABILITY

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

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

L. INDEMNIFICATION

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

1. GENERAL

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

2. 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.

M. ATTORNEY’S FEES

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

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

N. ASSIGNMENT, SALE, OR MERGER

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

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

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

O. 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:
			

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.

P. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or 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.

Q. CONFIDENTIALITY

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

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

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

R. EARLY TERMINATION

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

The contract may be terminated as follows:

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

S. CONTRACT CLOSEOUT

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

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contactor, 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 person property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

By-name personnel commitments made in the Contractor's 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. COOPERATION WITH OTHER CONTRACTORS

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

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

E. 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.

F. 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.

Prices submitted on the cost proposal form shall remain fixed for the first one hundred and eighty (180) days of the contract. Any request for a price increase subsequent to the first initial one hundred and eighty (180) days shall be submitted in writing. Increases shall not be cumulative and will only apply to that period of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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.

G. 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.

H. PERMITS, REGULATIONS, LAWS

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

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

J. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within five (5) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE	
BUILDERS RISK	
All Risk Insurance – Cost of the Job including Soft Costs	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. State of Nebraska shall be included as additionally insured."	

3. EVIDENCE OF COVERAGE

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

Agency: Buffy Meyer
 Attention: Buyer
 1526 K Street Suite 130
 Lincoln NE 68508

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

Reasonable notice of cancellation of any required insurance policy must be submitted to contract manager when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

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

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

L. ANTITRUST

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

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

M. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

N. STATE PROPERTY

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

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

O. SITE RULES AND REGULATIONS

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

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

P. ADVERTISING

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

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

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

R. DISASTER RECOVERY/BACK UP PLAN

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

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.

S. DRUG POLICY

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

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

T. WARRANTY

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

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

D. INSPECTION AND APPROVAL

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

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

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

E. 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.

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (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:
			

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 one-half of one percent (.5%) 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.

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	
			<p>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.</p>
			<p>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.</p>
			<p>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. as.materielpurchasing@nebraska.gov 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).</p>
<p>NOTES/COMMENTS:</p>			

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 Solar Powered Trailer Mounted Arrow Board per the attached specifications from date of award for a period of One (1) years with the option to renew for an additional Four (4) one (1) year periods when mutually agreeable to the contractor and the State. 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.

C. TECHNICAL SPECIFICATIONS: TRAILER

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The trailer shall be self-contained and self-supporting and may be set up and operated by one (1) person without the use of additional equipment or tools.
X			2. The trailer shall include a single axle and suspension system including automotive type roller bearings, hubs and wheels appropriate for highway speed towing and machine size and weight.
X			3. Rim size to be a minimum of 15 inches.
X			A. Tires to be tubeless type by Firestone, Goodyear, BF Goodrich, General, Uniroyal, Bridgestone or Michelin and shall carry said company name. Please state brand: <u>GOODYEAR</u>
X			B. Agricultural or "Trailer Special" tires are not acceptable.
X			C. Full steel fenders to be furnished.
X			4. Ball hitch of two (2) inch size that is height adjustable from approximately 18 to 30 inches required.
X			A. Two safety chains that will meet the requirements of the trailer shall be provided.
X			B. The hitch assembly shall be easily removable to prevent unauthorized towing of the trailer.
X			5. Tongue shall be A-frame type or reinforced to main frame with angled braces of adequate strength, preferably of same material as tongue or main frame.
X			6. The trailer shall be equipped with four (4) adjustable jack stands or outrigger leveling pads, one (1) mounted on each corner of the unit.
X			7. The trailer shall have a minimum of 2000-pound capacity swivel screw-type tongue jack.
X			8. The trailer shall be equipped with all necessary DOT required reflectors and marker lights/stop-tail light assemblies.
X			A. 7 blade RV electrical connector unit to be furnished.
NOTES/COMMENTS:			

D. TECHNICAL SPECIFICATION: GENERAL

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Arrow board to be an all-weather, self-contained battery/solar power system.
X			A. The arrow board assembly and all electrical systems shall be capable of operation in all modes within ambient temperature ranges of 20 degrees Fahrenheit to 140 degrees Fahrenheit.
X			B. The controller shall not be affected by mobile radio, telephone or other radio frequency transmissions.
X			C. Board must meet or exceed the requirements of the Federal Manual of Uniform Traffic Control Devices (MUTCD)
X			2. The sign panel shall be approximately 48 inches x 96 inches in size.
X			3. Minimum height of seven (7) feet from roadway to bottom of arrow board in operating position is required. Please state height <u>7 FT</u>
X			4. The panel shall consist of 25 lamps.
X			A. There shall be 360 degree black hooded visors on each directional lamp.
X			B. Lamps shall be PAR46 in size and each lamp shall consist on a matrix of a minimum 24 LED's on a printed circuit board.
X			C. The lamps shall meet the one (1) mile visibility specification at angle fifteen (15) degrees to the right or left of center with a twenty-four (24) degree horizontal by eight (8) degree vertical beam spread.
X			D. The lamps shall carry a five (5) year warranty against defects in material and/or workmanship from the manufacturer.
X			5. Trailer must be able to operate when being towed at low speeds or in a stationary position.
X			6. The arrow board must provide the following modes as a minimum:
X			A. Five (5) lamp, three (3) section sequential chevron to right and to left.
X			B. Flashing arrow to both right and left (double arrow) for a "pass either side" mode. This shall mean the arrow is lighted on both ends of a solid center bar directing traffic to either side.
X			C. Flashing arrow to the left or to the right directing traffic to one side or the other, but not to both sides at the same time.
X			D. First caution mode shall be the two outside diamonds flashing alternately.
X			E. Second caution mode shall be the four corner lamps flash simultaneously.
X			F. Arrow boards offering additional modes will be desirable and acceptable.
X			7. Indicator lamp on back of sign that warning board in "on" is preferred.
X			8. Board to fold to horizontal position for storage or travel.
X			9. Either worm gear or cable winch with safety brake clutch must be provided to elevate panel.
X			10. Locks are required to lock the panel in the upright and folded down positions, Straps or tie down systems are not acceptable.

NOTES/COMMENTS:

E. TECHNICAL SPECIFICATION: CONTROLLER

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The controller shall be housed to provide weather and dust protection.
X			2. The controller shall include a lockable cover to prevent unauthorized operation.
X			3. The controller shall include a reverse polarity protection.
X			4. The controller shall include an automatic brightness adjustment for day and night operation capable of a minimum of 50 percent dimming.
X			A. The dimming function shall be automatically variable relative to ambient light levels.
X			5. The controller shall provide a flashing lamp rate of no less than twenty-five (25) and not more than forty (40) flashes per minute.
X			6. The controller shall maintain a minimum lamp "on time" of twenty-five percent (25%) of the cycle.
NOTES/COMMENTS:			

F. TECHNICAL SPECIFICATION: SOLAR POWER AND BATTERY BANK

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The unit shall be capable of autonomous (no-sun) operation in a single flashing arrow mode with fully charged batteries for a period of not less than 30 days.
X			2. A battery charger is used to provide in house or off site charging of the battery bank.
X			A. Upper end float regulation will prevent overcharging by the solar panel and the on-board charger.
X			3. An automatic low voltage disconnect circuit shall be provided to monitor the battery charge level and protect batteries from over discharging.
X			4. An easily visible warning lamp shall be provided on the sign panel to warn the operator of low battery voltage and possible display shutdown.
X			5. The battery bank, controller, and solar array shall be protected from the elements, vandalism and rodents.
X			A. The battery bank shall be protected by a lockable cover.
X			6. The battery bank shall be sufficient to supply the power needed for the above mentioned duration (in 4A) of 30 days. All batteries must be approved by the battery manufacturer for solar applications.
X			7. All batteries must be approved by the battery manufacturer for solar applications.
X			8. Solar panels should be of sufficient capacity to operate this sign twelve (12) months of the year in the State of Nebraska without requiring the user to manually recharge the batteries.
NOTES/COMMENTS:			

G. TECHNICAL SPECIFICATION: MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. One (1) complete set of operation manuals shall be supplied at delivery for each unit supplied.
X			2. One (1) complete set of equipment shop repair manuals shall be supplied at delivery for each unit supplied.
X			3. One (1) complete set of equipment parts manuals shall be supplied at delivery for each unit supplied.
X			4. All manuals must be delivered to Fleet Management Equipment Data Coordinator and received prior to payment. Failure to deliver all manuals that are ordered may result in non-payment of ten percent (10%) of purchase order total until all manuals are received.
NOTES/COMMENTS:			

H. TECHNICAL SPECIFICATION: MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Dealer's decals, stickers or other such signs shall not be put on units; manufacturer's nameplates, stampings and other similar signs are acceptable.
X			2. Color – except of the arrow board, trailer shall be painted highway safety yellow or highway orange. Please specify color of proposed unit. <u>Highway Orange</u>
NOTES/COMMENTS:			

I. TECHNICAL SPECIFICATION: CIRCUIT DIAGRAM

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. A legible, detailed and complete circuit diagram identifying all components of the electronic control console should be furnished with bid proposal. A. This information will remain the confidential property of the State Purchasing Bureau and the Department of Transportation, Electronic Section. It will be used exclusively by the engineer-in-charge and will not be released to competition or to the public.
NOTES/COMMENTS:			

J. TECHNICAL SPECIFICATION: WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Manufacturer's usual standard warranty shall apply, and must be in effect for a minimum of one (1) year from the date the equipment was received by the Nebraska Department of Transportation. Bidder shall be responsible and fully support an entire minimum on (1) year warranty regardless of whether or not the manufacturer may cover the entire one (1) year warranty period.
X			2. The lamps within each unit shall carry a five (5) year warranty against defects in material and/or workmanship from the manufacturer. Bidder shall be responsible and fully support an entire minimum five (5) year warranty on the lamps regardless of whether or not the manufacturer may cover the entire five (5) year warranty period.
X			3. Vendor shall be responsible for all repairs to include parts and labor during the usual warranty period. All service or repairs shall be by an authorized factory service representative.
X			4. Warranties may be required prior to an award. Please include manufacturer's usual warranty for each item bid with the bid documents. If warranties are not included with the bid, the vendor will be required to submit requested warranties within 3 business days of a written request. Failure to submit requested warranties may be grounds to reject the bid.
		X PARTS ONLY (NO SERVICE OR REPAIR)	5. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility of the awarded contractor to warrant to the State of Nebraska, in writing, that it has a factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay. Please list dealer and/or service locations: <u>MICHAEL TODD & CO. INC</u> <u>OMAHA NE</u>
NOTES/COMMENTS:			

K. TECHNICAL SPECIFICATION: INSPECTION PRIOR TO AWARD

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Department of Transportation, Fleet Management reserves the right to require the apparent lowest responsive bidder to provide the identical equipment/unit bid for an inspection and demonstration at final delivery location PRIOR TO BID AWARD
X			2. Bidder is responsible for all costs associated with a requested demonstration such as travel, lodging, food and all other expenses.
NOTES/COMMENTS:			

L. TECHNICAL SPECIFICATION: AUTHORIZED DEALER

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. All bidders must be an authorized dealer of the manufacturer to sell the equipment proposed. Vendor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State Purchasing Bureau within three (3) days of request.
NOTES/COMMENTS:			

M. TECHNICAL SPECIFICATION: SPECIFICATION FORM(S)

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Specification form(s) will be supplied by Department of Transportation to the awarded contractor after a purchase order has been issued. The awarded contractor will be required to complete specification form to the fullest extent possible for each unit and must accompany each unit when delivered.
X			2. If vendor does not properly complete form for each unit, a sum of \$250.00 per unit will be deducted from purchase order total.
NOTES/COMMENTS:			

N. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Contractor shall not impose minimum order requirements.
X			2. FIVE (5) TO SEVEN (7) units per year.
NOTES/COMMENTS:			

O. USAGE REPORT

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

P. DELIVERY ARO

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

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

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

R. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods).
X			2. All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

S. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. 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.
X			2. 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.
X			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

**Form A
Contractor Contact Sheet
Invitation To Bid Number 6162 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.

Preparation of Solicitation Contact Information	
Contractor Name:	MICHAEL TODD & CO. INC.
Contractor Address:	1401 WILLIAM ST OMAHA, NE 68108
Contact Person & Title:	PATRICIA SAMMON / SALES
E-mail Address:	psammon@michaeltodd.com
Telephone Number (Office):	402-342-6376
Telephone Number (Cellular):	
Fax Number:	402-342-3663

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.

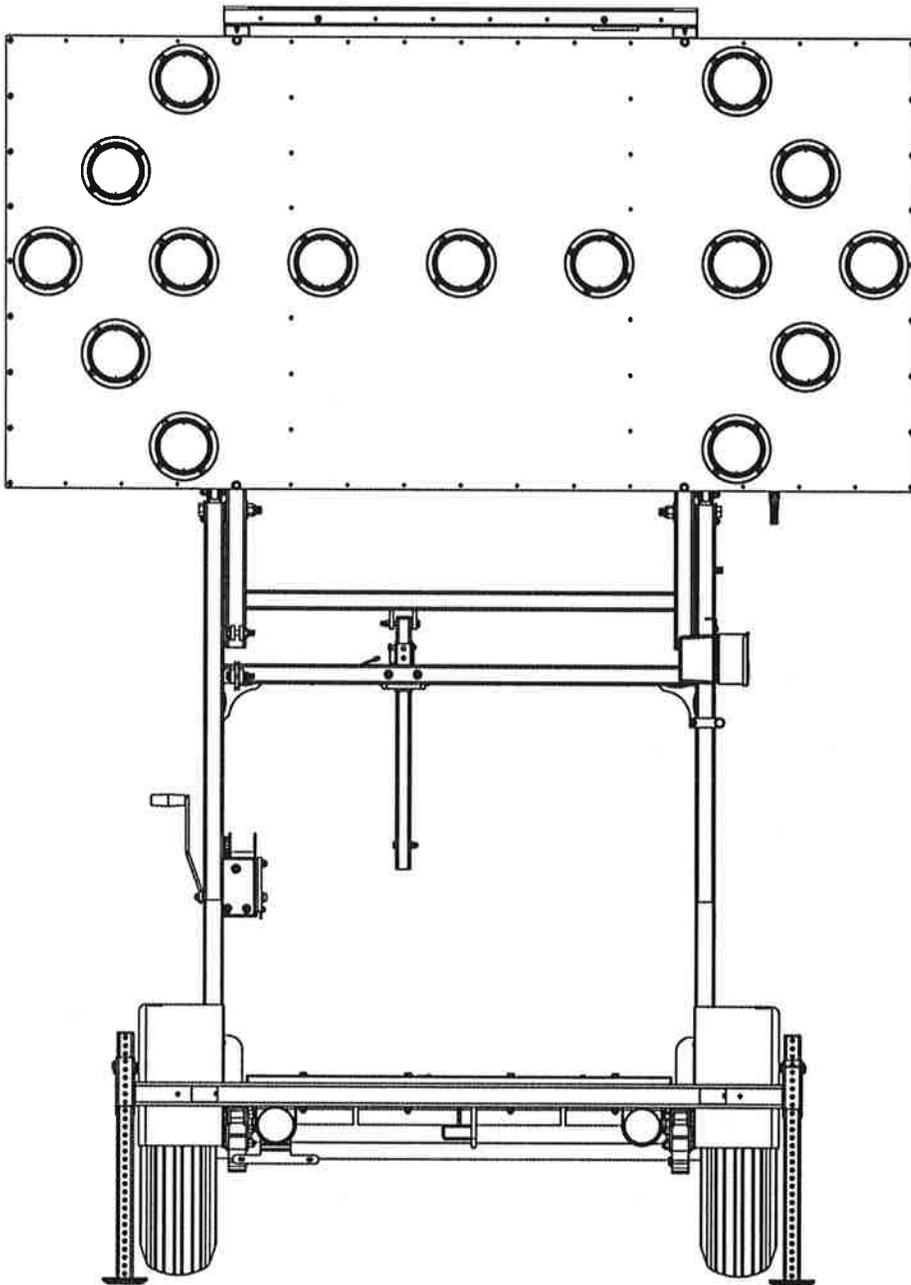
Communication with the State Contact Information	
Contractor Name:	MICHAEL TODD & CO. INC.
Contractor Address:	1401 WILLIAM ST. OMAHA, NE 68108
Contact Person & Title:	PATRICIA SAMMON / SALES
E-mail Address:	psammon@michaeltodd.com
Telephone Number (Office):	402-342-6376
Telephone Number (Cellular):	
Fax Number:	402-342-3663



WSD-1011
3 2017

W|ECO[®] FOLDING ARROW-BOARD TRAILERS

MODEL WTSP
PRODUCT SPECIFICATIONS | MARCH 2017



1. DESCRIPTION

- 1.1. Description Arrow boards direct traffic by flashing a brightly lit arrow pattern on a large, highly visible display panel. Wanco® arrow boards are portable and self-powered, requiring no permanent installation or wiring. Arrows and other patterns are selected by the user.
- Wanco Folding Arrow Board Trailers features a display panel that pivots up to the vertical position when deployed, and down to the horizontal position for transport. The display is held in place with a single support for ease of use.
- Wanco trailer-mounted arrow boards feature W|ECO® technology, a highly efficient power system. With Wanco's exclusive LED lamps and small, eco-friendly batteries, W|ECO arrow boards are extremely energy-efficient without sacrificing performance. Power is provided by batteries, which are charged by an automated solar charging system. With sufficient sunlight, W|ECO arrow boards can run indefinitely without intervention.
- 1.2. Models
- 1.2.1. WTSP-LSA Arrow-board trailer with 15-light display panel
- 1.2.2. WTSP-LSAC Arrow-board trailer with 25-light display panel

2. FEATURES

- 2.1. Operation
- High-output amber LEDs
 - Selection of arrow and other display patterns
 - Easy to operate and maintain
 - Heavy-duty hand-winch with safety brake allows one person to raise board
 - Single locking device holds arrow board in place while operating and during transport
 - Controller located safely away from traffic
 - Weather-resistant control box cover has lockable slam-latch
 - Control box outputs have short-circuit protection, helping prevent blown transistors
 - Arrow display has automatic dimming
 - Stabilizer legs raise tires off the ground to provide stability in high wind
 - Meets MUTCD
- 2.2. Power system
- Energy-efficient operation results in long run times
 - Solar panels charge batteries automatically without intervention
 - System disconnects solar charging system from batteries when they are fully charged, preventing over-charging and damage to batteries
 - Unique system allows battery charging with solar panels or commercial power
 - Power system includes reverse polarity protection and low-voltage disconnect circuit
 - Controller has resettable fuses
 - Solar charging system features solid state voltage regulator with charge indicator

- 2.3. Maintenance
- Maintenance-free batteries
 - Durable powder-coat finish resists the elements
 - In travel position, unique design supports board without rear braces, reducing possibility of damage during transport or storage
 - Lamps and visors are easily replaced
 - Standard trailer tires
 - Heavy-duty bolt-on steel fenders can be replaced if damaged
- 2.4. Environmental
- Consumes 80% less power than traditional solar arrow boards
 - Smaller batteries have 80% less lead content
 - Sealed batteries will not leak or spill
 - Decreased charging time saves energy and downtime
 - Manufacturing process emits near-zero VOCs
 - Nearly every component can be recycled
- 2.5. Application
- Common applications include:
- Roadwork zones
 - Lane, road and bridge closures
 - Public events

3. DISPLAY

3.1. Display panel

- 3.1.1. Description Weather-resistant cabinet provides a rigid platform for LED lamps
- 3.1.2. Size 48" x 96" x 3" (122 x 244 x 8cm)
- 3.1.3. Height When deployed, 84" (213cm) from ground to bottom of display panel
- 3.1.4. Construction Outer frame constructed of aluminum channel, 3" x 1" x 1/8" thick. Two interior channels add strength and prevent distortion of front and rear panels. All channel joints are welded.
- Front and rear panels constructed of aluminum sheet, 5052-H32, 0.062" (1.575mm) thick. Panels are riveted and screwed to frame and interior channels.
- 3.1.5. Finish Oven-baked, flat-black (10% gloss), powder-coat finish ensures durability and corrosion protection. Panel assembly is high-pressure phosphate-washed prior to finish coat.
- 3.1.6. Wiring Weatherproof wiring between solar panel, control box, and display panel is P-clamped to trailer frame
- 3.1.7. Storage When lowered for storage and transport, the display panel is held in place without rear braces. As a result, the panel never strikes another surface during transport, eliminating damage that might otherwise occur (such as abrasion, deformation, and warping).

3.2. Front lights

3.2.1.	Description	Display lights are laid out across the front face of the display panel. The layout allows for a variety of arrows and other patterns to appear depending on which lights are lit. The desired pattern is selected by the operator, using the arrow board controls.	
3.2.2.	Type	PAR 46 LED lamp, 5¾" (14.5cm) dia.	
3.2.3.	Wattage	<1.0W per lamp	
3.2.4.	Voltage	8.0Vdc	
3.2.5.	Light output	1425 lux per lamp	
3.2.6.	Reverse-polarity protection	Protects lamps if control box wiring is connected backwards (which sometimes happens after servicing)	
3.2.7.	LEDs	Technology	AllInGaP II (aluminum indium gallium phosphide) technology, T-1¾ size
		Color range	Amber, 590 to 593 nm
		Forward voltage	2.0 to 2.1Vdc @ 20mA
		Temperature limits	Operating temperature, -22 to 185°F (-30 to 85°C)
3.2.8.	Lens	Function	Each lamp has an integrated hex lens that enhances the brightness and angularity of each LED while reducing power consumption
		Material	Acrylic
		Beam angle	Horizontal: 16.8 degrees, ±8.4 degrees Vertical: 9.5 degrees, ± 4.75 degrees Angle determined by 10% of peak candle power (certified by independent testing laboratory)
3.2.9.	Visor	Function	Each lamp is shrouded by a visor that enhances visibility by shading the lamp and preventing glare
		Material	High-impact ABS plastic
		Mounting	Four keyed slots enable visor to be removed from the display panel without removing screws
3.2.10.	Visibility	At least 1 mile (1.6km)	
3.2.11.	Angularity	26.8 degrees @ 105 ft. (32m) 54.0 degrees @ 49 ft. (15m) Total viewing area, per 2008 NTPEP results	

- 3.2.12. Auto-dimming
 - A photocell detects ambient light; the controller adjusts the brightness of the LEDs accordingly, dimming display brightness in darkness, increasing to full brightness in daylight
 - Photocell is located inside control box, facing downward
- 3.2.13. Replacement
 - Lamps can be replaced in less than two minutes. The only tool needed is a Philips screwdriver.
- 3.3. Rear lights
 - 3.3.1. Description
 - Two indicator lights on the back of the display panel suggest the current arrow board function to an operator located behind the arrow board by flashing a corresponding pattern
 - 3.3.2. Type
 - Sealed 2-diode LED light, surface-mount, 2½" x ¾" (6.6 x 1.9cm) lens
 - See "Options and Optional Equipment" for rear light options
 - 3.3.3. Wattage
 - 0.9W
 - 3.3.4. Voltage
 - 8.0Vdc
- 3.4. Standards
 - Meets requirements for minimum size, legibility, and number of elements per MUTCD, December 2009 ed., §6F.61, ¶105, Temporary Traffic Control Zone Devices: Arrow Boards
 - Meets specs for MUTCD Type C
- 4. CONTROLLER**
 - 4.1. Function
 - Allows operator to choose an arrow or other display pattern. Keeps the batteries fully charged while protecting them from deep discharge and overcharging. Maintains display flash-rate and controls automatic dimming.
 - 4.2. Control box
 - 4.2.1. Location
 - Right (curb-side) upright of trailer frame
 - 4.2.2. Enclosure
 - Aluminum sheet construction, brushed aluminum finish
 - Hinged weatherproof cover with slam-latch
 - Hole in cover accepts customer-supplied padlock
 - 4.2.3. Cable protection
 - Molded plastic cover attached to back of control box, protects external wiring connections and can be removed for access to connectors; all wiring has quick-connect plugs
 - 4.2.4. Serviceability
 - Entire control box is removable for easy exchange and factory servicing
 - 4.3. Control panel
 - 4.3.1. Display switch
 - Toggle switch for turning arrow board display on and off

4.3.2. Display pattern selection Rotary switch; operator simply points the switch at the desired display pattern, which is silkscreened onto the front of the control panel

4.3.3. LED indicators Indicates the following status conditions:
Low voltage (battery charging required)
Low battery voltage detected, power shutdown occurred
Solar charging system is charging batteries
Batteries are fully charged

4.4. Display patterns

4.4.1. All models All arrow boards can display any of the following 7 patterns (for samples, see Exhibit A):

Flashing arrow, left or right	10 lights total 5 lights form arrowhead 5 lights form stem
Flashing double arrow	13 lights total 5 lights form each arrowhead 3 lights form stem
Flashing four-corner warning	4 lights total 1 light at each corner
Flashing caution-bar warning	7 lights form horizontal bar across center of display panel
Sequencing stem arrow, left or right	10 lights total 5 lights form arrowhead 5 lights form full stem 1st pulse: 2 far stem lights 2nd pulse: 5 far stem lights 3rd pulse: full arrow shape 4th pulse: blank display

4.4.2. 25-light models In addition to the 7 patterns described above, 25-light arrow boards can also display any of the following 5 patterns (for samples, see Exhibit A):

Sequencing walking arrow, left or right	10 lights total 5 lights form arrowhead 5 lights form full stem 1st pulse: 2 far stem lights with arrowhead 2nd pulse: 3 far stem lights with arrowhead 3rd pulse: full arrow shape 4th pulse: blank display
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- | | | |
|-----------|--|---|
| | Sequencing chevron arrows, left or right | 15 lights total
5 lights form each arrowhead

1st pulse: 1 far arrowhead
2nd pulse: 2 far arrowheads
3rd pulse: 3 arrowheads
4th pulse: blank display |
| | Alternating diamonds | 16 lights total
8 lights form each diamond

1st pulse: 1 diamond shape on left
2nd pulse: 1 diamond shape on right |
| 4.5. | Electronics | |
| 4.5.1. | Location | Inside control box |
| 4.5.2. | Temperature limits | Operating temperature: -40 to 176°F (-40 to 80°C) |
| 4.5.3. | Flash rate | 30 to 40 per minute, all display patterns |
| 4.5.4. | Positive drive circuit | Positive power applied to lamps only when lit
Negative is chassis grounded |
| 4.5.5. | Fuse protection | Dual PTC resettable fuses |
| 4.5.6. | Reverse-polarity protection | Protects the controller if battery cables are connected backwards (which sometimes happens after servicing) |
| 4.5.7. | Low-voltage disconnect | Low-voltage-disconnect circuit engages when battery voltage drops to 11.2Vdc, shutting down power to protect batteries from full discharge |
| 5. | TRAILER | |
| 5.1. | Frame | All welded structural steel |
| 5.2. | Deck | Structural deck adds 350 lb. (159kg) to overall weight, creating a low center of gravity and improving stability when deployed or towed |
| 5.3. | Uprights | Two uprights supported display panel, reinforced by 23" structural steel gussets, all welded steel construction |
| 5.4. | Fenders | Round, full wheel coverage, bolted to trailer frame
Material: 16ga steel |
| 5.5. | Tie-downs | One on each front corner of frame, one centered on rear frame |

- 5.6. Finish
 - 5.6.1. Prewash Assemblies are run through a five-stage, high-pressure phosphate-wash prior to finish coat
 - 5.6.2. Coating Frame is coated with oven-baked, safety-orange powder-coat finish to ensure durability and corrosion protection
See "Options and Optional Equipment" for color options
 - 5.6.3. Salt spray resistance 1000 hours (ASTM Method B117) with <1/8" (<3.18mm) creep from scribe
 - 5.6.4. QUV exposure 500 hours QUV-B (ASTM Method D4587-05) >75% gloss retention
- 5.7. Axle assembly Tubular, 2000 lb. (907.2kg) capacity, 5 on 4.5" B.C. idler hub
- 5.8. Springs Double-eye leaf springs, 1200 lb. (544.3kg) capacity for each spring
- 5.9. Tires ST205/75D15 steel-belted trailer tires, load rating B
- 5.10. Drawbar
 - 5.10.1. Construction Telescopes inside receiver sleeve welded under trailer frame. Removable for shipping and for added theft protection if needed. Secures with two 1/2-inch diameter bolts.
 - 5.10.2. Material 3" (7.62cm) square steel tubing, 3/16" (0.476cm) wall
 - 5.10.3. Jack Top-wind swivel, 2000-lb. (907kg) capacity, steel footpad, 10" (25cm) total travel
 - 5.10.4. Tow hitch Standard 2-inch ball coupler tow-hitch, SAE Class 2, 3500-lb. (1588kg) capacity. Bolts to drawbar, removable and replaceable.
See "Options and Optional Equipment" for tow-hitch options.
 - 5.10.5. Tow chains Two high-test proof coil chain assemblies, with "latching" S-hooks for towing. Chains attached to drawbar with quick connectors.
 - Material diameter 0.406" (10.3mm)
 - Working load limit 5400 lbs. (2450kg)
 - Breaking force 16,200 lbs. (72kN)
- 5.11. Stabilizer legs
 - 5.11.1. Description Four stabilizers, mounted on corners of trailer frame, extend downward from front and rear of trailer at 30-degree angle, increasing length of footprint when deployed
 - 5.11.2. Adjustment Stabilizers slide up and down in sleeves, adjustable in 1" (2.54cm) increments, held in place by 3/8" (0.95cm) wire lock pin. A lanyard ties each pin to the trailer frame.
 - 5.11.3. Material
 - Leg Perforated 1 1/4" sq. steel tube, 12ga wall, zinc plated
 - Footpad 4" x 6" (10 x 15cm) steel, zinc plated, all edges turned up

- 5.12. Wind resistance Approx. 57mph (91km/h), calculated maximum sustained wind load before overturning, trailer in deployed position supported by four stabilizer legs and one drawbar jack with tires off the ground
 - 5.13. Wiring
 - 5.13.1. Description Wiring to connect tow vehicle and trailer for trailer taillights is installed inside drawbar, with pigtails and connectors at both ends; no crimping required
 - 5.13.2. Trailer plug A sealed, molded, 4-square connector plugs into harness under trailer
 - 5.13.3. Tow-vehicle plug Two-piece assembly with 4-flat molded connector on harness plugs into tow vehicle
Meets SAE J1239

See "Options and Optional Equipment" for tow-vehicle plug options
 - 5.13.4. Protection All trailer wiring encased in UV protective loom, and attached with P-clamp riveted to trailer frame; no exposed wires
 - 5.14. Taillights
 - 5.14.1. Type Two round, sealed, combination stop, turn and taillights
 - 5.14.2. Location Bottom of rear trailer frame
 - 5.14.3. Mounting Light assembly is bolted to bracket and protected by steel shroud; bracket and shroud are welded to trailer frame
 - 5.15. License plate License plate light holder is mounted below left taillight and lighted by the taillight
 - 5.16. Reflectors
 - Two amber reflectors, one on the side of each upright
 - Two red reflectors on rear trailer frame

See "Options and Optional Equipment" for reflective tape
- 5.17. Winch assembly
 - 5.17.1. Function Hand-operated winch raises and lowers display panel
 - 5.17.2. Capacity 1500 lbs. (680kg)
 - 5.17.3. Brake Safety friction-brake prevents display panel from falling if operator loses grip on winch handle
 - 5.17.4. Cable 1/4" (6.35mm) diameter galvanized aircraft cable
- 5.18. Slide-bar assembly
 - 5.18.1. Function Locks display panel in place, ensuring panel cannot fall even if winch or cable were to fail. Slides up and down inside sleeve when winch is operated.

Located off-center on upper crossbar between uprights. Sleeve is mounted to crossbar. Slide-bar is mounted to back of display panel.

- 5.18.2. Locking pin One 3/8" (0.95cm) wire lock pin holds slide bar and display panel in deployed or travel position. A lanyard ties the pin to the trailer frame.
- 5.18.3. Material Perforated 1¼" sq. steel tube, 12ga wall, zinc plated
- 5.18.4. Sight tube A sight tube for aiming the arrow board in desired direction is mounted to the left upright

6. POWER SYSTEM

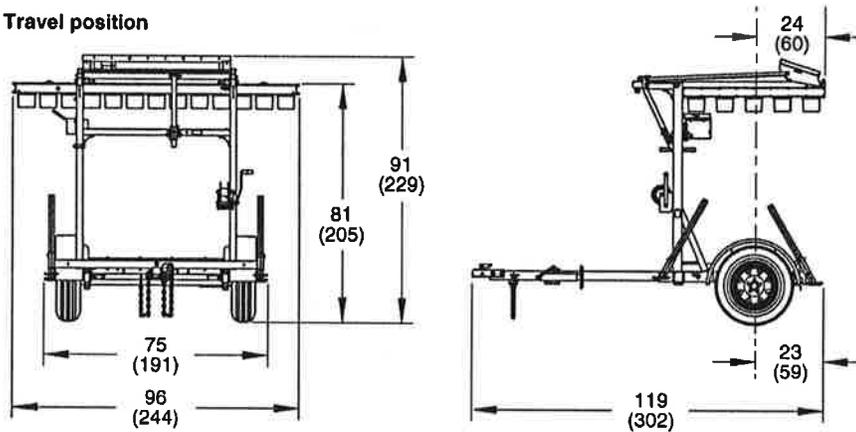
- 6.1. Description Electronics powered by batteries, which are charged automatically with integrated solar charging system
- 6.2. Battery box
 - 6.2.1. Function Holds batteries and optional remote charger
 - 6.2.2. Construction Riveted all-steel construction, cover is bolted in place
Removable panel on side of battery box provides access to optional remote charger
All parts powder-coated before assembly
 - 6.2.3. Mounting Bolted to trailer frame behind deck
- 6.3. Batteries
 - 6.3.1. Type Leak- and spill-proof valve-regulated lead acid (VRLA)
See "Options and Optional Equipment" for battery options
 - 6.3.2. Features 100% maintenance-free
Sealed and spill-proof
Faster recharge and greater freeze resistance than conventional batteries
Smaller and lighter-weight than conventional batteries
Contains 80% less lead when compared to conventional batteries
 - 6.3.3. Quantity Two
 - 6.3.4. Voltage 12Vdc each
 - 6.3.5. Weight 12.5 lbs. (6kg) each
 - 6.3.6. Capacity 48 Ah total @ 12Vdc
- 6.4. Solar
 - 6.4.1. Panels One high-efficiency multi-crystal photovoltaic solar module
 - 6.4.2. Location Above display panel, no shadowing effect on any trailer component. Articulated supports ensure solar array remains flat for continuous charging regardless of display panel position.

- 6.4.3. Power 50W
 See "Options and Optional Equipment" for solar options
- 6.4.4. Current 2.89A max. system current
 3.22A open short-circuit current
- 6.4.5. Voltage 17.3Vdc max.
 21.6Vdc open short-circuit voltage
- 6.4.6. Regulation Solar panels regulated by arrow board controller
- 6.4.7. Security Solar panel bolted to mounting frame with security screws and special security nut

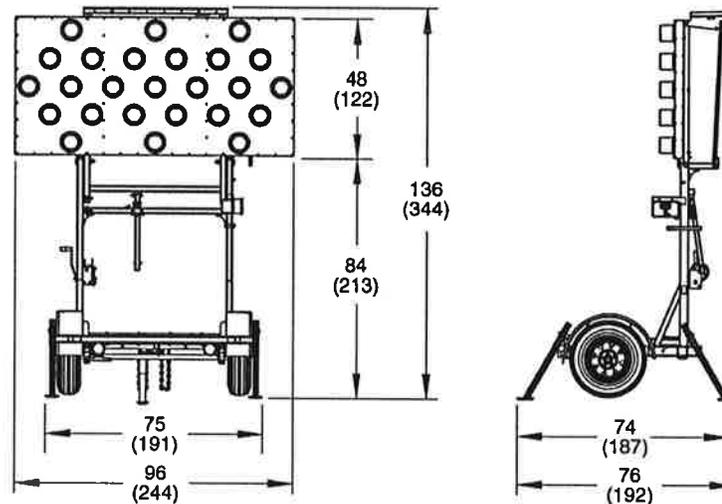
7. DIMENSIONS & WEIGHT

7.1. Dimensions *inches (cm)*

Travel position



Deployed



7.2. Weight Approx. 1250 lbs. (567kg)

	Large battery box	<p>Replaces standard battery box</p> <p>Centered over trailer axle, bolted to trailer frame</p> <p>Riveted all-steel construction</p> <p>All parts powder-coated before assembly</p> <p>Divider panel inside box separates batteries from charger</p> <p>Louvers provide ventilation</p> <p>Latches keep cover closed and can accept user-supplied padlocks</p>
8.4.3. Remote charger	Function	Plugs into a standard commercial power source to recharge batteries if battery voltage drops due to lack of sun for automated solar charging system
	Type	12-volt battery charger
	Location	Inside battery box
	Smart charger	Three-stage smart-charging circuit keeps batteries fully charged, and will not overcharge batteries, which helps to ensure the longest possible battery life
	Output capacity	2A
	Output voltage	14.4Vdc nominal 13.0Vdc nominal float voltage
	Input voltage	90 to 132Vac, standard two-prong plug
	Frequency	50 to 60 Hz
8.4.4. Solar		<p>For geographic locations with smaller solar charging potential, and for applications that require a year-round charging system, additional solar power is available</p> <p>Options include 85W and 100W solar arrays; contact factory for details</p>
8.5. Reflective tape		Reflective red-and-white conspicuity tape across rear trailer frame for increased visibility
8.6. Finish color		Specify power-coat color and, if applicable, color scheme
8.7. Manual dimming		Substitute control box with manual dimming control for standard control box
8.8. Rear lights		Replace standard rear lamps with PAR 36 LED lamps, 4.5" (11.5cm) dia.

EXHIBIT A: DISPLAY PATTERNS

Flashing patterns

Pulse 1	Pulse 2	
		Flashing arrow, left or right
		Flashing double arrow
		Flashing four-corner warning
		Flashing caution-bar warning

Sequential patterns

Pulse 1	Pulse 2	Pulse 3	Pulse 4	
				Sequencing arrow, left or right
				Sequencing stem arrow, left or right*
				Sequencing chevron arrows, left or right*
				Alternating diamonds*

**Available only on 25-light arrow board models*

Wanco® Traffic Safety Products

MANUFACTURER'S LIMITED WARRANTY

Scope of Warranty

WANCO INCORPORATED (WANCO) warrants to the original purchaser (PURCHASER) that each product of its manufacture (PRODUCT) is covered by this warranty from the date of original purchase if properly installed, serviced, and operated under normal conditions. Any part or parts thereof replaced during the base warranty period assumes the remainder of that warranty period or the parts warranty period, whichever is greater. The warranty coverage for the PRODUCT is continual from the original date of purchase and does not restart upon the replacement of any part or complete unit.

Eligibility

To be eligible for warranty service, the PRODUCT or replacement part must have been purchased from an authorized WANCO distributor or dealer. This warranty applies to PURCHASER only and is not transferable. Proof of purchase is required.

Coverage

Parts and service labor will be covered by WANCO for any failure that is proven to be a failure in material or workmanship under normal use during the applicable warranty period. This coverage is limited to parts and labor. The warranty for replacement parts is limited to direct replacement only with no allowance for freight or transportation charges.

Reimbursement of labor charges to replace a defective part within its warranty period will be limited only to authorized WANCO service centers and then only if the authorized service center installs the replacement part. Travel time and expenses are not covered, authorized, or reimbursed.

WANCO reserves the right to repair or replace any part, component, or assembly at its option. WANCO may request defective parts be returned for examination before the issuance of credit. Any item that is replaced under warranty becomes the property of WANCO.

Purchaser's Responsibilities

The PURCHASER is responsible for maintaining the PRODUCT as described in the PRODUCT instruction manuals. WANCO recommends retaining all records and receipts regarding maintenance of PRODUCT.

The PURCHASER is required to take the PRODUCT to an authorized WANCO service center for repairs as soon as a problem exists. For warranty service, contact an authorized WANCO dealer or service center. To locate a dealer or service center, contact WANCO by calling 1-303-427-5700 or visiting www.wanco.com.

When contacting a dealer, a service center, or WANCO, include a description of the problem as well as all return contact information such as address, phone number, fax number, and email address. PRODUCT serial number or VIN, and proof of purchase and registration are required.

Exclusions

THIS WARRANTY SHALL NOT APPLY TO ANY WANCO PRODUCT OR PARTS THEREOF THAT MUST BE REPLACED BECAUSE OF NORMAL WEAR, THAT HAS BEEN SUBJECT TO ALTERATION, MISUSE, NEGLIGENCE, ACCIDENT OR COLLISION, NATURAL DISASTER OR ACTS OF NATURE, THAT HAS BEEN DAMAGED DUE TO SHIPPING, TRANSPORT OR HANDLING, FUEL OR ANY OTHER FLUID CONTAMINATION OR DEGRADATION, THAT HAS FAILED DUE TO MISAPPLICATION OR USE OF THE PRODUCT IN A MANNER INCONSISTENT WITH SUCH PRODUCT'S DESIGN OR INTENDED PURPOSE, OR THAT HAS BEEN SUBJECT TO ANY OTHER ACT, OMISSION OR CIRCUMSTANCE BEYOND WANCO'S REASONABLE CONTROL.

THIS WARRANTY DOES NOT EXTEND TO NORMAL MAINTENANCE ITEMS SUCH AS BELTS, HOSES, SPARK PLUGS, AND FILTERS PAST THE FIRST SCHEDULED REPLACEMENT OR SERVICE INTERVAL FOR THESE ITEMS, WHICHEVER COMES FIRST.

WANCO makes no warranties with respect to engines, batteries, battery chargers, axles, tires, or other component parts or accessories not manufactured by WANCO, same being subject only to such warranties, if any, as may be made by their respective manufacturers. Use on any PRODUCT of replacement parts other than WANCO-certified replacement parts purchased through WANCO or an authorized WANCO distributor or dealer shall void this warranty.

Disclaimer of Consequential Damage and Limitation of Implied Warranties

WANCO DENIES ANY RESPONSIBILITY FOR LOSS OF TIME OR USE OF THE PRODUCT, TRANSPORTATION, COMMERCIAL LOSS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE. ANY IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THIS WRITTEN LIMITED WARRANTY.

THIS WARRANTY, AND WANCO'S OBLIGATION HEREUNDER, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all other obligations or liabilities including special or consequential damages or contingent liabilities arising out of the failure of any product or part to operate properly. WANCO shall not be liable for any special, indirect, incidental, or consequential damages whether in contract, in tort, under any warranty, or otherwise beyond the warranty stated herein for PRODUCTS or parts.

No person is authorized to give any other warranty or to assume any additional obligation on WANCO's behalf unless made in writing and signed by an officer of WANCO. This warranty, dated January 2018, supersedes all prior and undated WANCO warranty statements for traffic safety products, except statements authorized by WANCO in individual contracts.

Length of Warranty

WANCO trailer-mounted variable message signs

Control box including internal components 5 years (60 months)
WANCO printed circuit boards 5 years (60 months)
WANCO LED display modules (character boards) 5 years (60 months)
Trailer, sign 5 years (60 months)
Camera, solar panels, charger, batteries, axle, tires see *Mfr. Warranties and Exclusions*

WANCO vehicle-mounted message signs

Control box including internal components 2 years (24 months)
WANCO printed circuit boards 2 years (24 months)
WANCO LED display modules (character boards) 2 years (24 months)
Sign, frame 2 years (24 months)
Electric actuator see *Mfr. Warranties and Exclusions*

WANCO trailer- and skid-mounted arrow boards

Control box including internal components 5 years (60 months)
Display panel LED lights 5 years (60 months)
Batteries, 12VDC VRLA only 4 years (48 months)
Trailer, sign, frame 5 years (60 months)
Solar panels, charger, other batteries, axle, tires see *Mfr. Warranties and Exclusions*

WANCO vehicle-mount arrow boards

Control box including internal components 2 years (24 months)
Display panel LED lights 5 years (60 months)
Display panel halogen lights 1 month (30 days)
Sign, frame 1 year (12 months)
Electric actuator see *Mfr. Warranties and Exclusions*

WANCO radar-speed signs

Control box including internal components 2 years (24 months)
WANCO printed circuit boards 2 years (24 months)
WANCO LED display modules (character boards) 2 years (24 months)
Trailer, sign, frame 2 years (24 months)
Solar panels, charger, batteries, axle, tires see *Mfr. Warranties and Exclusions*

WANCO caution beacons

Control box including internal components 1 year (12 months)
LED lights 2 years (24 months)
Solar panels, batteries see *Mfr. Warranties and Exclusions*

WANCO traffic data collectors 2 years (24 months)

WANCO X-Marker™

. 1 year (12 months) after start of service or 2 years (24 months) after purchase, whichever is later
LED lights 5 years (60 months) after start of service
Engine, generator 2 years (24 months) or 2,000 hours of operation, whichever is earlier
Batteries, axle, tires see *Mfr. Warranties and Exclusions*

All other WANCO traffic safety products

. 1 year (12 months) after start of service or 18 months after purchase, whichever is earlier
Engine, solar panels, charger, batteries, axle, tires see *Mfr. Warranties and Exclusions*

Mfr. Warranties (provided by their respective manufacturers)

Solar panels 20 years by manufacturer
AC battery chargers 1 year by manufacturer, prorated
Batteries other than 12VDC VRLA 1 year by manufacturer, prorated
Electric actuators 1 year by manufacturer, prorated
Cameras varies
Engines, generators, batteries, axles, tires, other components not specified varies

