

State of Nebraska - INVITATION TO BID

ONE TIME PURCHASE

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

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

Date	1/21/20	Page	1 of 2
Solicitation Number	6217 OF		
Opening Date and Time	02/13/20	2:00 PM	
Buyer	JULIE DABYDEEN (AS)		

DESTINATION OF GOODS
 EDUCATIONAL TELECOMM COMM
 KMNE - BASSETT
 86304 EAGLES NEST AVE
 CALL TIM HANSEN @ 402-822-0408
 3 DAYS PRIOR TO SHIPMENT
 BASSETT NE 68714-0082

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.

None NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

None I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

One Time Purchase to supply and deliver LED red/white obstruction lighting system for KMNE-TV tower to the State of Nebraska as per the attached specifications.

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

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

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

(1/16/20 sc)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	REMOVAL OF EXISTING LIGHTING SYSTEM	1.0000	EA	\$13,500	\$13,500

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % _____ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here Masha Bartlett
 (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# 47-1613352
VENDOR: Drake Lighting
Address: 1209 Compressor Drive
 Mayfield KY 42066

Contact Masha Bartlett
Telephone 270-978-3203
Facsimile 270-247-0909
Email marsha@drakelighting.com

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	INSTALLATION OF RED/WHITE OBSTRUCTION LIGHTING SYSTEM	1.0000	EA	\$84,500	\$84,500
3	UNIT COST OF RED/WHITE OBSTRUCTION LIGHTING SYSTEM HARDWARE	1.0000	EA	\$153,795	\$153,795

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INVITATION TO BID

Number 6217 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a one time purchase contract, ITB Number 6217 OF for the purpose of selecting a qualified Contractor to provide LED red/white obstruction lighting system for KMNE-TV tower. A more detailed description can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

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

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful Contractor's proposal or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all proposals or responses received regarding this solicitation will be posted to the SPB website.

These postings will include the entire bid or response. Bidder must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure. If the agency determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGowan-Stitt Insurance Po Box 747 Munford, TN 38058	CONTACT NAME: Tory Ferrall	
	PHONE (A/C, No, Ext): 901-837-0191	FAX (A/C, No):
	E-MAIL ADDRESS: will@mcstitt.com	
	INSURER(S) AFFORDING COVERAGE	NAC #
INSURED Drake Lighting Inc 1209 Compressor Dr Mayfield, KY 42066	INSURER A: RT Specialty, LLC	A0205
	INSURER B: State Auto	A0714
	INSURER C: StarStone National Insurance Company	85175
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MKL7PBC000305	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			10012565CA	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$			85930T200AL	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Education Telecomm Communications KMNE-Bassett
86304 Eagles Nest Ave
Bassett, NE 687174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tory Ferrall

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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	
✓			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.
✓			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.
✓			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).
NOTES/COMMENTS:			

C. TECHNICAL SPECIFICATIONS: LIGHTING AND INSTALLATION REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Fully FAA compliant all-LED red/white obstruction lighting system for the NET KMNE-TV/FM 1524-foot overall AGL broadcast tower. ASR # 1029930
✓			2. Bidder responsible for disassembly and removal off site of existing red incandescent obstruction lighting system and system control.
✓			3. Installation includes the top-mounted AOL, the twilight/night photocell assembly, system controllers, and all associated components, mounting hardware, conduit, etc. for a complete working all-LED lighting system.

✓			4. Application has been made with FAA to turn off existing incandescent side lights. New installation is to be consistent with style F5 in FAA Advisory Circular 70/7460-1L page A-12.
✓			5. The installation shall be performed by personnel either trained or supervised in installing LED High Intensity tower lighting systems.
✓			6. The contractor shall provide system operational training to customer (NET) personnel upon completion of system installation. This training shall include system overview information and complete operation and troubleshooting procedures, including documentation of same.
✓			7. The system base controller supplied shall provide functional control of all lighting modes and have the capability to program and operate the entire lighting system. Monitoring of each beacon and AOL shall be provided and will record and report operational EVENTS and ALARMS. The controller shall have Form C dry contacts for remote alarm annunciation, SNMP or HTTP, and an integrated display shall allow complete monitoring of each flash head and module status.
✓			8. Installation scheduling and tower work shall be coordinated closely with the NET representative on site.
✓			9. The Bidder must provide a tower profile schematic drawing showing locations of all wiring components including both wire support as well as flash head junction box locations, wire size, and wire color.
✓			10. Testing to be done in coordination between manufacturer, installing distributor, and subject to review and approval by NET. System must be fully operational and FAA compliant upon completion of installation with written sign off from all parties.
✓			11. The contractor will coordinate the system's power requirements and interface with NET and/or NET's licensed electrician for electrical connections for tower power and controller.
✓			12. The Contractor must also provide system operational training NET site personnel upon completion of system installation. Training must include system overview information and complete operation and troubleshooting procedures, including documentation.
NOTES/COMMENTS:			

D. TECHNICAL SPECIFICATION: TOWER INSTALLATION CREW

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Integration with manufacturer – Will comply with NET site restrictions and regulations
✓			2. Contractor's crew adheres to all safety regulation and installation requirements that include, but is not limited to the following below
✓			3. Climber Certification Program
✓			4. Site Safety Plan (emergency phone numbers, site address, etc.)
✓			5. Man Rated Hoist
✓			6. Hard Hat Usage
✓			7. Does the crew have a trained rigger to oversee site operations?

✓			8. Does the crew have a written rigging plan?
✓			9. Contractor's crew adheres to OSHA's best recommended practices: https://www.osha.gov/Publications/OSHA3877.pdf
✓			10. For bidding distributor(s) provide name of Tower Installation Crew company that will be used for this project:
✓			11. For bidding tower company(s) provide name of Distributor that will be used for this project: <u>Technostrobe</u>
NOTES/COMMENTS:			

E. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
	X		1. Delivery desired within (60) days after receipt of order(s).
NOTES/COMMENTS: <u>12 weeks are upon receipt order</u>			

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

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. KMNE-TV transmitter site, 86304 Eagles Nest Ave., Bassett, NE 68714
✓			2. Contact site manager Tim Hansen at 402-822-0408 at least three (3) business days prior to delivery.
✓			3. Contractor will be expected to provide equipment and crew necessary for delivery and/or off-loading of product(s). NET will not provide equipment or crew for off-loading products at site.
✓		✓	4. No loading dock at site
NOTES/COMMENTS: <u>delivery per instruction.</u>			

G. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Packages are to be clearly marked with size, weight, color, quantity, and the purchase order number.
NOTES/COMMENTS:			

H. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			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.
✓			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.
✓			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:			

I. GRAY MARKET PRODUCTS PROHIBITION

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

J. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The Contractor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a

			<p>commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.</p>
<p>NOTES/COMMENTS: <i>5 years</i></p>			

Form A
Contractor Contact Sheet
Invitation To Bid Number 6217 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:	Drake Lighting
Contractor Address:	1200 Compressor Dr
Contact Person & Title:	Marsha Bartlett - Business Development High Intensity
E-mail Address:	marsha@drakelighting.com
Telephone Number (Office):	270-804-7383
Telephone Number (Cellular):	270-978-3203
Fax Number:	.

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:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

PRESS FIRMLY TO SEAL

PRESS FIRMLY TO SEAL

1007

66506

FEB 11, 20
AMOUNT

\$26.35

R2305M149492-07



PRIORITY MAIL EXPRESS®



EJ 249 085 695 US

6175
OP

#3

2020 FEB 13 AM 10:48

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) PHONE ()

Drake Lighting
1209 Compressae Dr
Mayfield Ky 42066

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

No Saturday Delivery (delivered next business day)

Sunday/Holiday Delivery Required (additional fee, where available)

10:30 AM Delivery Required (additional fee, where available)

*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT) PHONE ()

State Purchasing Bureau
1526 K street 130
Lincoln NE 68508

ZIP + 4® (U.S. ADDRESSES ONLY)

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct. No. Federal Agency Acct. No. or Postal Service™ Acct. No.

ORIGIN (POSTAL SERVICE USE ONLY)

1-Day 2-Day Military DPO

PD ZIP Code ~~21112~~ Scheduled Delivery Date (MM/DD/YY) 2-13-20 Postage \$ 26.35

Date Accepted (MM/DD/YY) 2/11/20 Scheduled Delivery Time 10:30 AM 3:00 PM 12 NOON Insurance Fee \$ COD Fee \$

Time Accepted 2:31 PM AM PM 10:30 AM Delivery Fee \$ Return Receipt Fee \$ Live Animal Transportation Fee \$

Special Handling/Fragile \$ Sunday/Holiday Premium Fee \$ Total Postage & Fees \$ 26.35

Weight Flat Rate Acceptance Employee Initials TW

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY) Time AM PM Employee Signature

Delivery Attempt (MM/DD/YY) Time AM PM Employee Signature

■ For pickup or USPS Tracking®, visit USPS.com or call 800-222-1811.
■ \$100.00 insurance included.

PEEL FROM THIS CORNER

USPS.COM/PICKUP



9510001000004

EP13F Oct 2018
OD: 12 1/2 x 9 1/2

LABEL 11-B, MARCH 2019

PSN 7690-02-000-6998

