

**TRUCK TOWED ATTENUATORS
STATE OF NEBRASKA
ITB #: 6687 OF**

BIDDER'S NAME: Street Smart Rental

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 6687 OF for the purpose of selecting a qualified Vendor to provide **Truck Towed Attenuators**. A more detailed description can be found in Sections II through 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 Awarded Vendor. The Contract includes the option to renew for Four (4) additional One (1) year period(s) 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 Vendor's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov>

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

These postings will include the entire bid or response. Vendor must request that proprietary information be excluded from the posting. The Vendor 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 Vendor 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 VENDOR MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure (See Neb. Rev. Stat. § 84-712.05(3)). The Vendor 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 Vendor will be informed. It will be the Vendor's responsibility to defend the Vendor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this solicitation, specifically waives any copyright or other protection the contract, bid, 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 bid or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a bid 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 bids and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance

Addendum: Something to be added or deleted to an existing document; a supplement

After Receipt of Order: After Receipt of Order

Agency: Using agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

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

Amendment: A written correction or alteration to a document

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

Automated Clearing House: Electronic network for financial transactions in the United States

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

Best and Final Offer: In a competitive bid, the final offer submitted which contains vendor's most favorable terms for price

Bid: An offer or quote submitted by a vendor/vendor in a response to a written solicitation

Bidder: A vendor who submits an offer bid in response to a written solicitation

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

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

Business Day: Any weekday, except State-recognized holidays

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

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

Central Processing Unit: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software

Change Order: Document that provides amendments to an executed purchase order

Collusion: An agreement or cooperation between two (2) or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

Competition: The effort or action of two (2) or more commercial interests to obtain the same business from third parties

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive

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Contract: An agreement between two (2) or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

Contract Management: The management of day to day activities at the Agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor

Contract Period: The duration of the contract

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

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

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

Default: The omission or failure to perform a contractual duty

Deviation: Any proposed change(s) or alteration(s) to either the Terms and Conditions or deliverables within the scope of the written solicitation or contract

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period"

Free on Board Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product

Free on Board Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the Agency. Agency is responsible for all claims associated with damages during delivery of product

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Vendor", and "Installation by State", as found in the solicitation, or contract are completed.

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

Invalid Bid: A bid that does not meet the requirements of the solicitation or cannot be evaluated against the other bids.

Invitation to Bid: A written solicitation utilized for obtaining competitive offers for Services or Goods

Late Bid: An offer received after the Opening Date and Time

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

Mandatory: Required, compulsory, or obligatory

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May: Discretionary, permitted; used to express possibility

Module (see System): A collection of routines and data structures that perform a specific function of software

Must: See "Mandatory"

National Institute for Governmental Purchasing: Source used for assignment of universal commodity codes to goods and services

Open Market Purchase: Authorization may be given to an Agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using Agency, or time limitations by the AS Materiel Division, State Purchasing Bureau

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal bids

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back

Payroll & Financial Center: Electronic procurement system of record

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

Point of Contact: The person designated to receive communications and to communicate

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error

Program Set: The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

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

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information

Protest/Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated Agency with the intention of achieving a remedial result

Public Bid Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend

Quote: See "Bid".

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Vendor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to Terms and Conditions. Not to be confused with Extension

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Request for Information: A general invitation to vendor is requesting information for a potential future solicitation. The Request for Information is typically used as a research and information gathering tool for preparation of a solicitation

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

Responsible Vendor: A Vendor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

Responsive Vendor: A Vendor who has submitted a bid which conforms to all requirements of the solicitation document

Shall: See "Must".

Should: Expected; suggested, but not necessarily mandatory

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

Statutory: These clauses are controlled by state law and are not subject to negotiation

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Vendor as functioning or being capable of functioning, as an entity

Termination: Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-vendors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

Upgrade: Any change that improves or alters the basic function of a product of service

Vendor Performance Report: A report completed by the using Agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Vendor.

Will: See "Mandatory".

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ACRONYM LIST

ACH: Automated Clearing House

ARO: After Receipt of Order

ASTM: American Society for Testing and Materials

ATA: American Trucking Association

BAFO: Best and Final Offer

CPU: Central Processing Unit

DAS: Department of Administrative Services

EFT: Electronic Fund Transfer

FOB: Free on Board

GVW: Gross Vehicle Weight

ICC: International Code Counsel

ITB: Invitation to Bid

lb.: Pound(s)

MASH: Manual for Assessing Safety Hardware

MPH: Miles Per Hour

MUTCD: Manual on Uniform Traffic Control Devices

NCHRP: National Cooperative Highway Research program

NDOT: Nebraska Department of Transportation

NIGP: National Institute for Governmental Purchasing

PA: Participating Addendum

PFC: Payroll & Financial Center

POC: Point of Contact

RFI: Request for Information

SPB: State Purchasing Bureau

TMA: Trailer/Truck Mounted Attenuator

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I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit bids from qualified Vendors who will be responsible for providing **Truck Towed Attenuators** at a competitive and reasonable cost. Terms and Conditions, Item Description(s), Bid instructions, and Cost Bid Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with SPB. The POC for the procurement is as follows:

ITB #: 6687 OF
Name: Christie Kelly, Procurement Contracts Officer
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

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C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release ITB:	April 8, 2022
2.	Last Day to Submit Written Questions: Upload electronic Question submissions for 6687 OF via ShareFile to: https://nebraska.sharefile.com/r-rbe40d2ad78664f72970a2c94edc574d8	April 15, 2022
3.	State Responds to Written Questions through an Addendum to be posted to the internet at: https://das.nebraska.gov/materiel/bidopps.html	April 22, 2022
4.	Electronic Bid Opening via Zoom Meeting: Bids are to be Electronically submitted via ShareFile link below: Upload electronic Bid submissions for 6687 OF via ShareFile to: https://nebraska.sharefile.com/r-reb02eddfdd7341dfbdabb64f7043d998 Zoom Meeting Information: https://us02web.zoom.us/j/7318536781?pwd=cHRFNzRzBwSitiVDZSQytEa2Zwdz09 Meeting ID: 731 853 6781 Passcode: 4Gkv2t IT IS THE BIDDERS' RESPONSIBILITY TO ENSURE ALL BIDS SHALL BE SUBMITTED AND RECEIVED BY THE DATE AND TIME INDICATED IN THE SCHEDULE OF EVENTS FOR EACH BID SUBMITTED.	May 2, 2022 2:00 PM Central Time

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to SPB and clearly titled "ITB Number 6687 OF; Truck Towed Attenuators Questions".

The POC is not obligated to respond to questions are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is, or might be, developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

Questions should be in the format below and uploaded to ShareFile at: <https://nebraska.sharefile.com/r-rbe40d2ad78664f72970a2c94edc574d8>, but may be emailed or delivered by hand or U.S. Mail.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html>.

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

All Vendors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Vendor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within 90 calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <https://sos.nebraska.gov/business-services/explanation-us-citizen-attestation-form>. This must be accomplished prior to execution of the contract.

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F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

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

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

G. DEVIATIONS FROM THE ITB

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

H. SUBMISSION OF BIDS

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

The ITB document must be manually signed in an indelible manner, or by DocuSign, and returned by the Bid Opening date and time, along with any other required documents as stated in the **Truck Towed Attenuators** Bid in order for the bidder's ITB to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to the **Truck Towed Attenuators** bid to include Addenda and/or Amendments issued prior to the Opening Date. The Website address is as follows: <https://das.nebraska.gov/materiel/bidopps.html>.

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

By signing the ITB, the Bidder guarantees compliance with the provisions stated in the **Truck Towed Attenuators** Bid(s).

1. ELECTRONICALLY UPLOADING BID(S) TO SHAREFILE

- a. Bidders should upload bid(s) via ShareFile to: <https://nebraska.sharefile.com/r-reb02eddfdd7341dfbdabb64f7043d998>
- b. Bidders are to be sure to upload their Bid(s) to the correct ShareFile link listed in the bid.
- c. Not all browsers are compatible with ShareFile. **Currently Chrome, Internet Explorer and Firefox are compatible, but Microsoft Edge is not.**
- d. **After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address so that the bidder will receive a confirmation email confirming the successful upload directly from ShareFile.**

2. OTHER BID DOCUMENTS TO UPLOAD TO SHAREFILE

- a. Any **Proprietary information** (if applicable) should be uploaded as separate and distinct files (see page one (1) paragraph nine (9)).

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Street Smart Rental**

BIDDER'S NAME: _____

- b. If it is the bidder's intent to submit multiple bids, the bidder must clearly identify each submission separately (see "Electronic ITB File Names" below).
- c. It is the Bidders' responsibility to ensure their bid(s), have been electronically submitted and received by the date and time indicated in the "Schedule of Events" for **Truck Towed Attenuators**.
- d. **LATE BIDS ARE UNACCEPTABLE.**
- e. **Hardware, software, internet, user, or electronic issues will not excuse a late bid.**

3. ELECTRONIC ITB FILE NAMES

- a. The Bidder should clearly identify the uploaded Bid files.
- b. **Do not submit bid file(s) more than 30 days prior to the Bid Opening. Once file(s) are uploaded they are only available for 30 days.**
- c. **DO NOT ADD any language to the naming conventions below**. Long titles can make the files difficult to work with. Consistency is key.
- d. If the bidder submits the bid/bid documents as one (1) complete packet (preferred method), please use the following naming convention:
 - **6687 OF Truck Towed Attenuators <<NAME OF BIDDER>>** Bid.
- e. If the bidder submits the bid/bid documents as separate files, please use the following naming convention(s):
 - **6687 OF Truck Towed Attenuators <<NAME OF BIDDER>>** Bid.
 - **6687 OF Truck Towed Attenuators <<NAME OF BIDDER>>** File 1.
 - **6687 OF Truck Towed Attenuators <<NAME OF BIDDER>>** File 2.
 - **6687 OF Truck Towed Attenuators <<NAME OF BIDDER>>** File 3, etc....
- f. If multiple bids are submitted for the same ITB number and Attachment, follow the same naming convention as letter "e", for example:
 - **6687 OF Truck Towed Attenuators <<NAME OF BIDDER>>** Bid 2".
 - **6687 OF Truck Towed Attenuators <<NAME OF BIDDER>>** Bid 2 File 1.
 - **6687 OF Truck Towed Attenuators <<NAME OF BIDDER>>** Bid 2 File 2, etc....

I. BID PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH ITB

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

1. Rejection of a Vendor's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; or,
7. Suspension of the Vendor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

K. BID CORRECTIONS

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

BIDDER'S NAME: Street Smart Rental

L. LATE BIDS

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

M. BID OPENING

Anyone may attend the opening. It is considered a public opening. The Procurement Contracts Officer will read the names of the respondents. Depending upon the complexity of the bid for goods, the Procurement Contracts Officer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting vendor will be notified of the release and it shall be the obligation of the submitting vendor to take further action, if it believes the information should not be released.

N. ITB REQUIREMENTS

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures are acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. Completed ITB Form or Bid Sheet.

O. EVALUATION OF BIDS

Neb. Rev. Stat. § 81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

Therefore, a resident disabled veteran or business located in a designated enterprise zone who wishes to be allowed preference must submit a bid in accordance with **Neb. Rev. Stat. § 73-107** and has so indicate on the ITB cover page by placing a mark in the space before the statement "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." and must submit the following documentation within ten (10) business days of request:

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

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

P. BEST AND FINAL OFFER

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

BIDDER'S NAME: Street Smart Rental

Q. REFERENCE AND CREDIT CHECKS

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

R. AWARD

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

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

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Vendor qualifications and capabilities; and,
6. State contract management requirements and/or costs.

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

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

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet. The "State Purchasing Bureau Protest/Grievance Procedures" document is available on the Internet at:

<https://das.nebraska.gov/forms/index.html#mat> in the "Directors Office" section.

S. SPECIFICATIONS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Vendor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

T. ALTERNATE/EQUIVALENT BIDS

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

U. "ALL OR NONE" OR "LUMP SUM" BIDS

The State reserves the right to award contracts "item-by-item", by groups or as a total when in the best interest of the State. In addition to the aforementioned types of awards, Vendors may submit additional bid(s) on an "all or none" or "lump sum" basis. An "all or none" bid is a conditional bid which requires the award of all items on which bids are offered and the Vendor declines to accept an "item-by-item", group or total bid. A "lump sum" bid is one in which the Vendor offers a lower price than the sum of the "item-by-item" or total bids if all items bids are awarded, but agrees to deliver individual items at the prices quoted. If submitting an "all or none" bid or a "lump sum" bid please indicate such on the ITB form and Bid Documents.

BIDDER'S NAME: Street Smart Rental

V. EMAIL SUBMISSIONS

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

W. BID TABULATIONS

Bid tabulations are available on the website at: <https://das.nebraska.gov/materiel/bidopps.html>.

X. REJECTION OF BIDS

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

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

BIDDER'S NAME: Street Smart Rental

II. TERMS AND CONDITIONS

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

The Vendor should submit with their bid any license, user agreement, service level agreement, or similar documents that the Vendor wants incorporated in the Contract. Upon notice of Intent to Award, the Vendor 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 Vendor's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

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. Vendor's bid;
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 Vendor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

BIDDER'S NAME: Street Smart Rental

B. NOTIFICATION

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

The Vendor and the State shall identify a contract manager who shall serve as the POC for the executed contract. Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered via email, personally, or by U.S. 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. PROCUREMENT CONTRACTS OFFICER'S REPRESENTATIVE

The State reserves the right to appoint a Procurement Contracts Officer's Representative to manage [or assist the Procurement Contracts Officer in managing] the contract on behalf of the State. The Procurement Contracts Officer's Representative will be appointed in writing, and the appointment document will specify the extent of the Procurement Contracts Officer's Representative authority and responsibilities. If a Procurement Contracts Officer's Representative is appointed, the Vendor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Procurement Contracts Officer's Representative. The Procurement Contracts Officer'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. SUBSTITUTIONS

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

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 which meets or exceeds original specifications and is the same or lesser price.

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

BIDDER'S NAME: Street Smart Rental

G. VENDOR PERFORMANCE REPORT(S)

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

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 SPB 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 VENDOR BREACH

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

If Vendor breaches the contract or anticipates breaching the contract, the Vendor 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 Response (Initial)	NOTES/COMMENTS:
AB			

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 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 Vendor, 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 vendor. The State may recover from the Vendor 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 Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

J. NON-WAIVER OF BREACH

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

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.

BIDDER'S NAME: Street Smart Rental

K. SEVERABILITY

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

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 Response (Initial)	NOTES/COMMENTS:
AB			

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.

M. ATTORNEY'S FEES

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

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.

BIDDER'S NAME: Street Smart Rental

N. ASSIGNMENT, SALE, OR MERGER

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

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld. The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor 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 Vendor 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 Response (Initial)	NOTES/COMMENTS:
AB			

The Vendor 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 Vendor 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 Response (Initial)	NOTES/COMMENTS:
AB			

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 Response (Initial)	NOTES/COMMENTS:
AB			

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.

BIDDER'S NAME: Street Smart Rental

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 \$5,000.00.

R. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Vendor, 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 30 calendar day's written notice to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Vendor 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:
 - i. if directed to do so by statute;
 - ii. Vendor 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;
 - iii. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court;
 - iv. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders;
 - v. an involuntary proceeding has been commenced by any party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
 - vi. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
 - vii. Vendor intentionally discloses confidential information;
 - viii. Vendor has or announces it will discontinue support of the deliverable; and,
 - ix. In the event funding is no longer available.

BIDDER'S NAME: Street Smart Rental

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, Agency, or a partnership. The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

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

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications. The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State. The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the Terms and Conditions contained in any contract with a sub-contractor does not conflict with the Terms and Conditions of this contract. The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal Agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Nebraska Secretary of State website at [Microsoft Word - attestation_form,lor's_version.docx \(nebraska.gov\)](#)

If required, the completed United States Attestation Form should be submitted with the solicitation response.

BIDDER'S NAME: Street Smart Rental

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 VENDORS

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

Vendor may be required to work with or in close proximity to other vendors or individuals that may be working on the same or different projects. The Vendor shall agree to cooperate with such other vendors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other vendor or individual. Vendor is not required to compromise Vendor'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 30 days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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

All prices, costs, and Terms and Conditions submitted in the bid shall remain fixed and valid for the first 90 days of the initial contract term. Any request for a price increase must be submitted in writing to SPB a minimum of 30 days prior to the requested start date of the increase. Several forms of documentation may be required by the State to support the price increase.

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

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.

G. COST CLARIFICATION

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

BIDDER'S NAME: Street Smart Rental

H. PERMITS, REGULATIONS, LAWS

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

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 Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Vendor 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 Response (Initial)	NOTES/COMMENTS:
AB			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor 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. The Vendor 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. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If the Vendor breaches the contract or anticipates breaching the contract the Vendor 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.

K. ANTITRUST

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

The Vendor 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.

BIDDER'S NAME: Street Smart Rental

L. CONFLICT OF INTEREST

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

By submitting a bid, 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 Bid 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 bid 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.

M. ADVERTISING

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

The Vendor 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.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

The Vendor 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 Vendor'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.

O. DISASTER RECOVERY/BACK UP PLAN

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

The Vendor 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.

P. DRUG POLICY

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

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.

BIDDER'S NAME: Street Smart Rental

Q. WARRANTY

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

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 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.

BIDDER'S NAME: Street Smart Rental

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 Vendor 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 Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Vendor to the Agency requesting the services with sufficient detail to support payment. The Terms and Conditions included in the Vendor'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 Response (Initial)	NOTES/COMMENTS:
AB			

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 Vendor 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 Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Vendor 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 Vendor written notice 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 Vendor 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 Vendor be paid for a loss of anticipated profit.

BIDDER'S NAME: Street Smart Rental

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

The State shall have the right to audit the Vendor's performance of this contract upon a 30 day written notice. Vendor 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 Vendor 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 Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor 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 vendor be required to create or maintain documents not kept in the ordinary course of vendor's business operations, nor will vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to vendor.

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 two and one-half (2.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within 90 days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

BIDDER'S NAME: Street Smart Rental

V. SCOPE OF WORK

The Vendor must provide the following information in response to this solicitation

A. SCOPE

It is the intent of this ITB to establish a contract to supply **Truck Towed Attenuators** per the attached specifications from date of award for a period of One (1) year with the option to renew for an additional Four (4), One (1)-year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

BIDDER'S NAME: Street Smart Rental

VI. TECHNICAL SPECIFICATIONS

A. VENDOR INSTRUCTIONS

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

“YES” response means the Vendor guarantees they can meet this condition.

“NO” response means the Vendor 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 Vendor’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 Vendor’s alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
X			2. It is the responsibility of Vendors 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 Vendor.
X			3. No interpretation related to the meaning of solicitation specifications or other pre-bid documents will be made orally to any Vendor by the State.
X			4. The Vendor must submit any solicitation interpretation in writing to SPB via the following ShareFile link: https://nebraska.sharefile.com/r-rbe40d2ad78664f72970a2c94edc574d8 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. MOUNTING

YES	NO	NO & PROVIDE ALTERNATIVE	
	X	Min. 12,000 lbs	1. Unit shall be capable of being towed by a truck with a minimum GVW of 10,000 lbs.
X			2. Unit shall be able to be installed and removed from an industry standard minimum 20 Ton Pintle Hook hitch with common trailer position, including trailer safety chains, in three (3) minutes or less.
X			3. Hitch system shall provide anti-rotational movement of trailer while withstanding “off-angle” rear hit.
X			a. Telescopic sliding hitch with solid bolsters preferred. Specify if other in the “NOTES/COMMENTS” section below.
X			b. Hitch designs that use additional brackets or hydraulic cylinders are acceptable.
X			c. Mounting hardware shall be universal so that they may be used on multiple types of trucks at one location.

BIDDER'S NAME: Street Smart Rental

X			d. Attenuators are used by multiple trucks within each location.
X			e. Anti-rotational system shall be designed to allow the trailer to articulate normally behind the tow vehicle with "locks" to prevent trailer from rotating during off center or angle impacts.
NOTES/COMMENTS:			

D. PERFORMANCE CRITERIA

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Each unit must be tested and pass all requirements established in NCHRP-350, Test Levels 3-50, 3-51, 3-52, 3-53, all conducted at 62 mph or MASH, Test Level 3.
X			a. Documentation illustrating compliance shall be provided upon request by the State.
X			b. The arrow board mounting frame listed in Subsection "E". Components, Number six (6) , Letters a, b, and c shall have been tested and passed all optional and mandatory requirements.
X			2. To minimize potential damage to the truck with TMA attached, no portion of the TMA's structure or energy absorbing elements shall protrude forward of the under-ride attachment hardware during an impact.
X			3. Performance studies are required on units proposed and should be submitted with the bid. If the performance studies are not submitted with the bid, they must be furnished prior to award.
X			4. The attenuator shall be capable of passing the following accelerated endurance tests:
X			a. The TMA cartridges shall be subjected to a total of 40 hours in the normal operation position.
X			b. A variance of one half inch (1/2") of any component dimension, damage to the energy absorbing cells, will constitute failure of the device.
X			c. 24 hours of simulated rain at six inches (6") per hour on the cartridge top, 24 hours of simulated rain at six inches (6") per hour on the cartridge bottom, and no water accumulation or moisture absorption by the cartridge material shall deteriorate the performance of the attenuator.
X			d. When subjected to 50 hours of salt spray in accordance with ASTM B117-73, the energy absorbing material shall show no signs of corrosion or decrease in energy capacity of the material.
NOTES/COMMENTS:			

E. COMPONENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The Truck Towed Attenuators shall consist of the following components:
X			a. Heavy duty torsion suspension axle and wheels.
X			b. Replaceable cartridge(s) design.

BIDDER'S NAME: Street Smart Rental

X			c. Impact face:
X			i. The surface of the impact frame facing oncoming traffic shall have a display of black on yellow inverted "V" chevron with four inch (4") wide color bands.
X			ii. The colors shall meet the value and tolerance limits established by MUTCD.
X			iii. The surface area of the delineation shall be no less than 1,300 square inches.
X			2. System length to be a maximum of 24'.
X			3. The unit must be equipped with a standard trailer lighting system to include brake lights, tail lights, turn signals and ICC bar lights with a seven (7) Pin ATA connector.
X			a. Wires shall be routed in a protective, jacketed cable.
X			b. For repair or replacement, individual circuits shall be easily identified and accessible.
X			4. The unit shall be equipped with one (1) trailer jack stand that will be used for storage on the ground when not attached to the truck.
X			5. The trailer shall have a break-away system designed to automatically lock the trailer brakes in the event of a hitch failure which results in the trailer breaking away from the tow vehicle.
X			6. The Trailer shall be equipped with an arrow board mounting frame.
X			a. The arrow board frame to hold a 48" x 96" arrow board, (the arrow board is not to be included.)
X			b. The arrow board frame to accommodate the folding model arrow board will be equipped with manual winch to raise and lower the arrow board.
X			c. The arrow board frame shall have been tested and passed all optional and mandatory requirement with 48" x 96" arrow board installed.
X			7. All attenuator components shall be fully assembled and ready for use by NDOT upon delivery.
NOTES/COMMENTS:			

F. REPLACEMENT PARTS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The awarded bidder shall have adequate replacement parts on hand to allow for replacement orders. Specify turnaround time for replacement parts in the "NOTES/COMMENTS" section below.
X			2. Replacement parts shall be interchangeable to allow for immediate replacement.
NOTES/COMMENTS:			

BIDDER'S NAME: Street Smart Rental

G. MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The following manuals must accompany each unit upon delivery:
X			a. Operator's manual.
X			b. Equipment shop repair manual.
X			c. Equipment parts manual.
X			2. Specify if the above manuals are available online in the "NOTES/COMMENTS" section below.
X			3. All manual(s) must be furnished prior to payment and delivered to the Fleet Management, Equipment Data Coordinator.
X			4. If all manuals do not accompany the unit upon delivery per Neb. Rev. Stat. § 81-2403 payment in full for all goods or services will not be made until all goods or services have been completely delivered and finally accepted by the agency.
NOTES/COMMENTS:			
All Manuals are available electronically and online			

H. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The bidders will submit with their bid a list of any special tools which will be furnished with each unit.
X			2. Dealer nameplates, decals, etc. shall not be affixed to the unit.
NOTES/COMMENTS:			

I. SPECIFICATION FORM(S)

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Specification form(s) will be supplied by NDOT to the awarded bidder after a purchase order has been issued.
X			2. The specification form(s) shall be completed by the awarded bidder to the fullest extent possible for each unit and must accompany each unit when delivered.
X			3. The unit will not be considered completely delivered until the specification form(s) are properly completed and submitted to NDOT.
NOTES/COMMENTS:			

BIDDER'S NAME: Street Smart Rental

J. 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.
X			2. The orders shall be for the actual quantities of each item ordered by or for any Agency during the life of the contract.
X			3. Vendor shall not impose minimum order requirements.
X			4. Annual estimated usage five (5) to seven (7) units.
NOTES/COMMENTS:			

K. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Upon request, as determined by the State, the Vendor shall provide a usage report for the requested time period of this contract by State Agencies and Political Subdivisions. Information will include, at a minimum, Agency or Political Subdivision name, item description, item number and dollar amount.
NOTES/COMMENTS:			

L. DELIVERY ARO / LOCATION

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Delivery desired within 90 to 120 days after receipt of order(s).
X			2. NDOT 5001 S 14 th Street Lincoln, NE 68512
NOTES/COMMENTS:			

M. 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
X			3. The purchase order number must be referenced on the packing slip, and invoice.
X			4. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

BIDDER'S NAME: Street Smart Rental

N. 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. 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:			

O. AUTHORIZED DEALER

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. To the extent required by the manufacturer, the Vendor shall be an authorized dealer. The Vendor may be required to substantiate that they are an authorized dealer. Proof, if required, should be submitted to SPB within three (3) business days of the request and prior to any contract award(s).
NOTES/COMMENTS:			

P. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The Vendor warrants for a period of one (1) year from the date of Acceptance that:
X			a. the Products perform according to all specific claims that the Vendor made in its response to the solicitation;
X			b. the Product is suitable for the ordinary purposes for which such Product is used;
X			c. the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment;
X			d. the Product is designed and manufactured in a commercially reasonable manner;
X			e. the Product is free of defects;
X			f. the Vendor shall be responsible for all repairs to include parts and labor unless the unit is destroyed unintentionally prior to end of warranty period; and,
X			g. If repairs are required all transportation costs to and from the nearest authorized repair facility will be the responsibility of NDOT.
X			2. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor.

BIDDER'S NAME: Street Smart Rental

X			3. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made.
X			4. 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.
X			5. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

Q. SAMPLES/PERFORMANCE TESTING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Samples of Truck Towed Attenuator, in accordance with the specifications utilizing materials and features as proposed, may be required prior to award.
X			2. Vendor shall have ten (10) business days to provide sample(s) upon the State's written request.
X			3. Sample Truck Towed Attenuator is to be of material and construction as bid. Failure to supply samples and/or sample(s) that do not meet specifications and/or fail any of the protocols/tests as outlined below, may be grounds to reject the bid.
X			4. Any sample requested will be reviewed by the NDOT Material & Test division.
X			5. Bids may be rejected based on the quality of samples provided.
NOTES/COMMENTS:			

R. DEMONSTRATION

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The State may require a demonstration of the equipment being considered.
X			2. If a demonstration is requested the Bidder(s) will be required to provide a demonstration, at a location chosen by NDOT, within ten (10) days of such request.
X			3. A bidder that does not comply with a Demonstration request will be considered non-responsive.
X			4. The demonstration will include such features as attachments and accessories as are called out in these specifications and to the satisfaction of NDOT.
NOTES/COMMENTS:			



Street Smart

SALES · RENTALS · SERVICE

7526 4th Ave.
Lino Lakes, MN 55014
888.653.6800

Dear Approval Committee,

As a reminder:

Street Smart is the only CAP Certified Scorpion Parts, Warranty, and Repair facility in the Midwest.

We also have hundreds of Scorpion Attenuators in our rental fleet and know the product inside and out. By working with Street Smart you can avoid wasting time on a customer support hotline and call us directly 24/7 to speak with a live specialist on the phone.

Adam Berg



Proper Attenuator Use & Deployment

Types of Attenuators

Trailer Attenuator (TA)

- Trailer Attenuator (TA)



Truck Mount Attenuator (TMA)

- TMA



Deploying TA & TMA

Trailer Attenuator (TA)

- TA must be mounted level with the ground and the bottom of TA must be **12" (+/- 1")** above the ground

TA & TMA

Stationary Applications: Truck must be parked with emergency brake on and the transmission engaged in gear (manual) or in park (auto)

Truck Mount Attenuator (TMA)

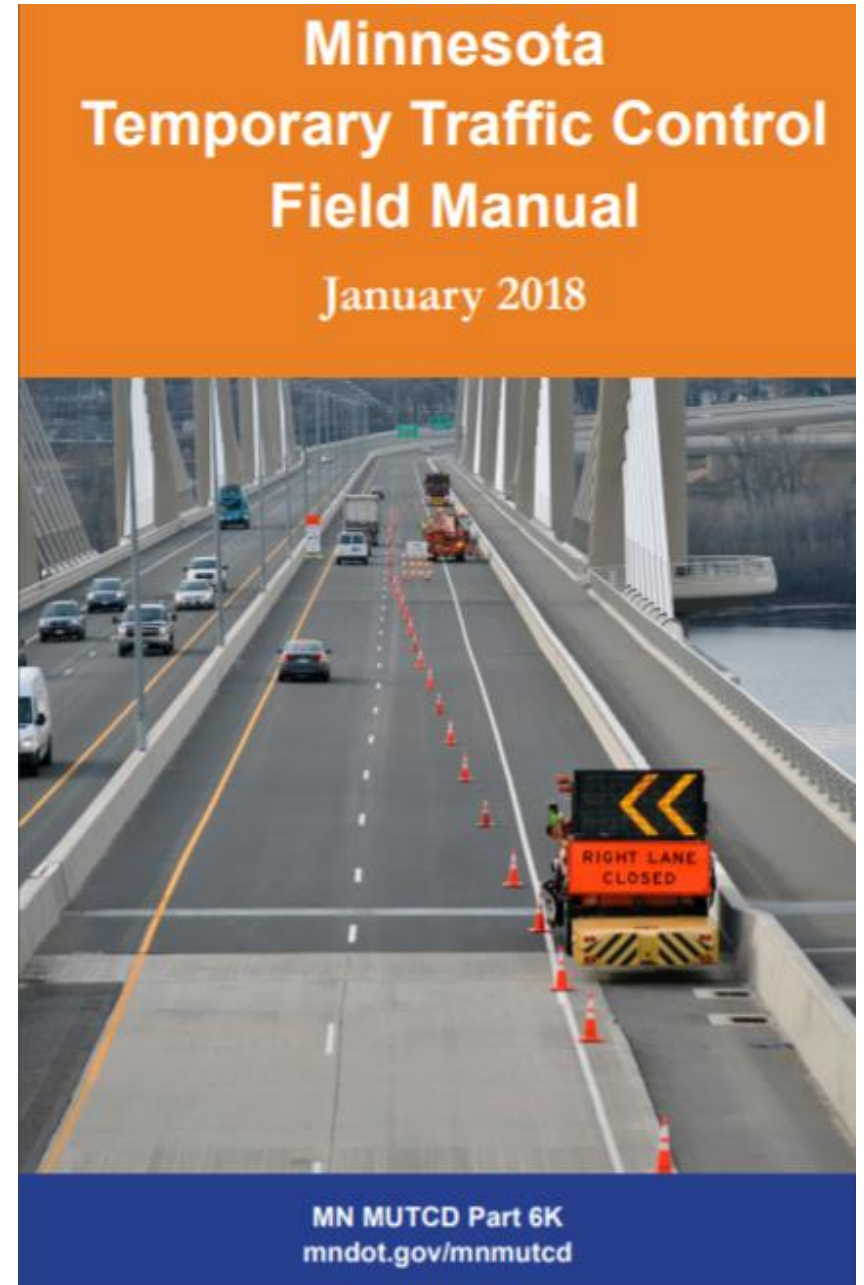
- In the down position, the TMA must be **12" (+/- 1")** above the ground
- Can drive < 30 MPH in deployed position
 - Ensure TMA is retracted fully into folded position before travel

Proper Deployment

- Does it matter where TA/TMA is deployed in our operation/lineup?
 - **Yes, Absolutely!**

Refer to the new MN Temporary Traffic Control Field Manual or MN MUTCD for the appropriate layout for your operation

<http://www.dot.state.mn.us/trafficeng/publ/fieldmanual/fieldmanual.pdf>



Proper Deployment

- **Host vehicle wheels should be pointed straight ahead**

- *Exception:* If there is a roadway condition that could create a threat to workers or driver
 - Curve in roadway leading down a bank
 - Align wheels parallel with the pavement markings



- **Should the driver be alert to expected impact or is it better to be unaware?**

- **Night Operation (TA & TMA):**

- Driver/operator must check and ensure that the side and rear light marker lights are switched on via the truck light switch.

Proper Deployment

- **Should the host vehicle be left in gear?**
 - **Attended Host Vehicle**
 - Manual Trans
 - Engine off, transmission should in gear, parking break applied
 - Automatic Trans
 - Engine Off, transmission in park (if possible), otherwise transmission in neutral with parking break applied
 - **Unattended Host Vehicle (not recommended)**
 - Manual Trans
 - Engine off, transmission should in gear, parking break applied
 - Automatic Trans
 - Engine Off, transmission in park (if possible), otherwise transmission in neutral with parking break applied
- **Should the driver accelerate with expected impact?**
 - **NO, Absolutely not!!**
 - District 4 Testimony

Host Vehicle Recommendations

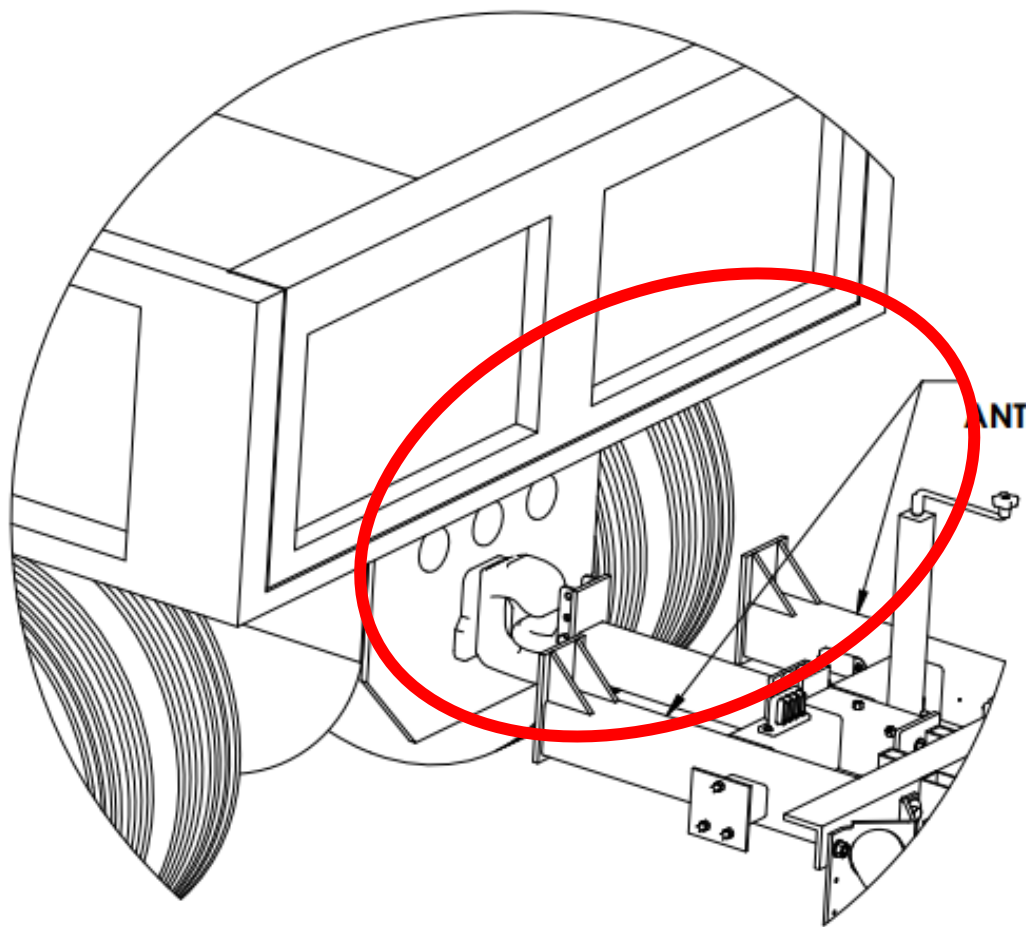
For Trailer Attenuator (TA)

- Host vehicle needs to be *at least*:
 - **Medium duty truck**
 - with **straight frame rails**,
 - substantial suspension and a strong braking system
- Weight range: 10,000 lbs to Infinite weight
 - Ex: Ford “F-650” or larger
- **Note:** The main thought is that a heavier truck is often times safer

For Truck Mount Attenuator (TMA)

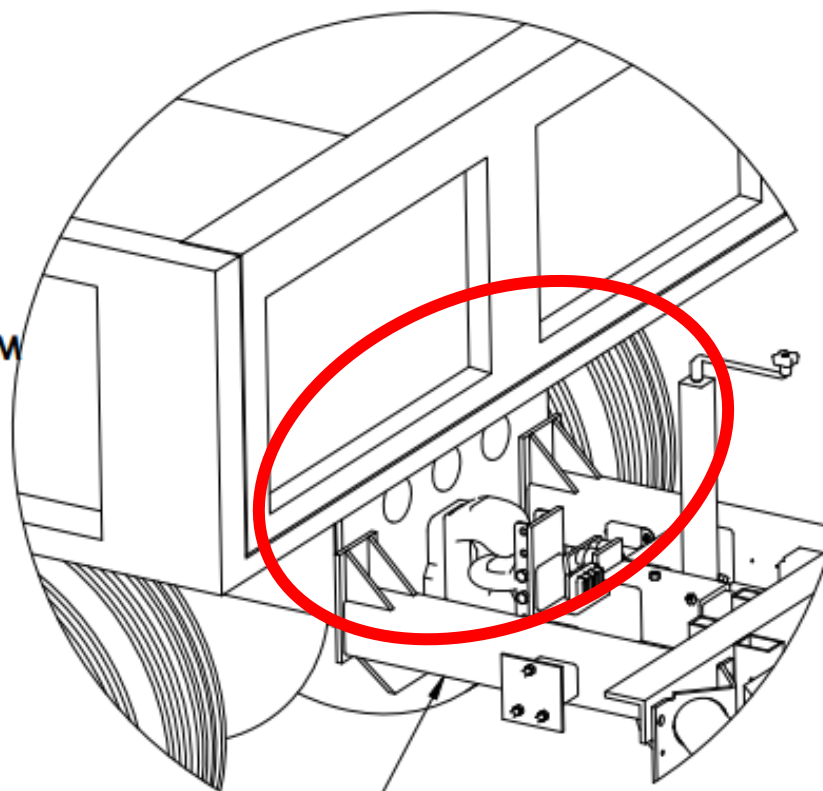
- Host vehicle needs to be *at least*:
 - **Medium duty truck**
 - with **straight frame rails**
 - substantial suspension, a strong braking system
- Weight range: 16,000 lbs to 60,000 lbs
- **Note:** that the local road authority may have other weight requirements

** Ballasting may be used to add weight to host vehicle



**PRE-IMPACT CONDITION
POSITION DURING NORMAL
OPERATIONAL USE**

**TELESCOPING
ANTI-ROTATION SYSTEM
(TARS)**

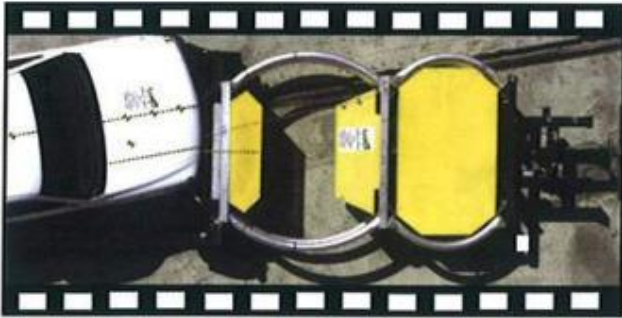


**TELESCOPING ANTI-ROTATION
SYSTEM (TARS)
STOPS UP AGAINST
THE FRAME PLATE
PREVENTING ANGULAR
ROTATION DURING THE
IMPACT**

**POST-IMPACT CONDITION
POSITION AFTER IMPACT EVENT
HAS OCCURRED**

Impact Photos

TL - 3; 3-53 Offset Angled Test — 4,500 lb vehicle impacts 20,000 lb host vehicle at 62.5 mph (100 kph)



Beginning of impact



Mid-point of impact



End of impact

TL - 3; 3-51m Inline Test — 4,500 lb vehicle impacts 10,000 lb host vehicle at 62.5 mph (100 kph)



Beginning of impact



Mid-point of impact



End of impact

Computed Roll-Ahead Distance for Host Vehicles

(via Humphreys & Sullivan Study)

BARRIER VEHICLE STATIONARY OPERATION					
Vehicle Weight (lb)	Prevailing Speed (mph)	Weight of Impacting Vehicle To Be Contained (a)			
		4,500 lb	10,000 lb	15,000 lb	24,000 lb
10,000	60-65	50 Ft.	100 Ft.	150 Ft.	200 Ft.
	50-55	25 Ft.	75 Ft.	100 Ft.	150 Ft.
	45 or less	25 Ft.	50 Ft.	75 Ft.	100 Ft.
15,000	60-65	25 Ft.	75 Ft.	100 Ft.	150 Ft.
	50-55	25 Ft.	50 Ft.	75 Ft.	100 Ft.
	45 or less	25 Ft.	25 Ft.	50 Ft.	75 Ft.
24,000	60-65	25 Ft.	50 Ft.	75 Ft.	100 Ft.
	50-55	25 Ft.	25 Ft.	50 Ft.	75 Ft.
	45 or less	25 Ft.	25 Ft.	25 Ft.	50 Ft.

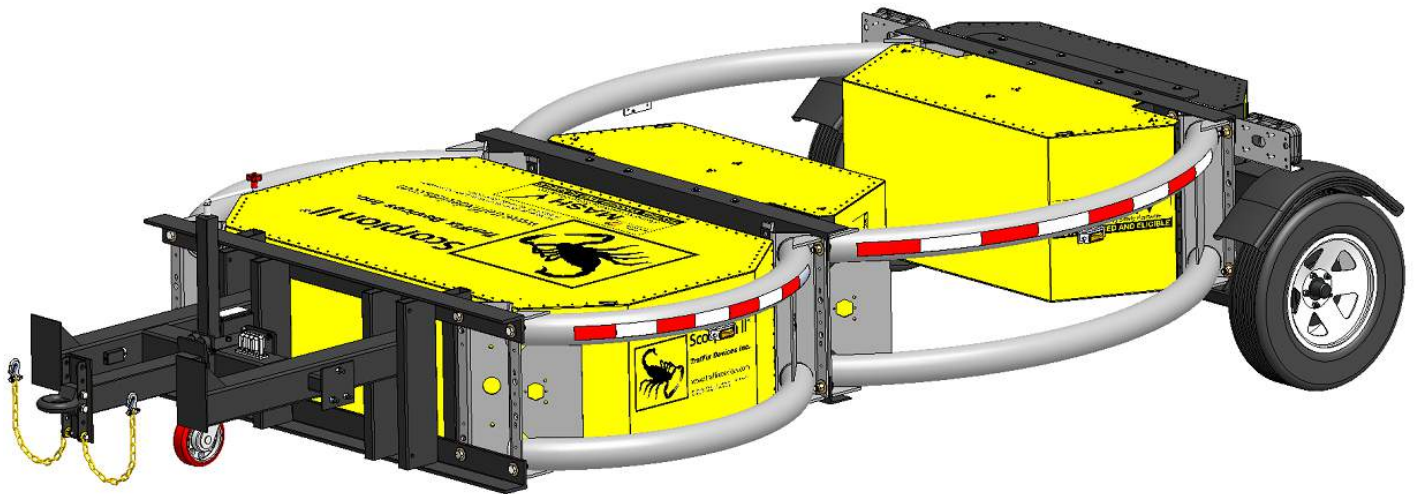
MN Field Manual

Posted Speed Limit Prior to Work Starting (mph)		Advance Warning Following Distance (F) feet	Roll Ahead Distance Charts			
			Recommended Spacing for Vehicles Weighing 9900 to 22,000 lbs GVW (R) feet		Recommended Spacing for Vehicles Weighing Greater than 22,000 lbs GVW (R) feet	
			Stationary Operation	Moving Operation 15 MPH max	Stationary Operation	Moving Operation 15 MPH max
0-30	G = 25 ft.	100 - 550	100	100	75	100
35-40		325 - 700	100	100	75	100
45-50	G = 50 ft.	600 - 900	125	175	100	150
55		750 - 1200	125	175	100	150
60-65		1000 - 1400	175	225	150	175
70-75		1200 - 1600	175	225	150	175

Scorpion II® Trailer Attenuator Assembly Manual and Mounting Instruction Guide

(For Model: Scorpion II® Series 10002 TA)

This Manual is Available at www.traffixdevices.com



160 Avenida La Pata
San Clemente, CA 92673

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Scorpion II® 10002 TA

Introduction to Assembly and Mounting Instruction Guide



160 Avenida La Pata

San Clemente, CA 92673

www.traffixdevices.com orders@traffixdevices.com



Important: These instructions pertain only to the assembly and mounting of the Scorpion II 10002 Trailer Attenuator (TA). These instructions are only for the assembly of the models and/or accessories cited in each section. Any deviation from the models and accessories shown would require consultation with the appropriate highway authority engineer and/or certified TrafFix Devices, Inc. representatives. Contact information of these representatives can be found on the last page of this manual (Pg.26).

Proper Installation of the Scorpion II Trailer Attenuator (TA) is essential for proper performance of the system. For this reason, contacting a TrafFix Devices, Inc. Certified Attenuator Installer for assistance in mounting the system is recommended. Contact TrafFix Devices, Inc. to obtain a list of Certified Installers in the area. Please read this manual in its entirety before assembling, installing, or operating the Scorpion II TA. The information in this Manual supersedes all previous versions and manuals, with updated illustrations and other information available at time of printing; however, TrafFix Devices, Inc. reserves the right to make changes at any time. **For any questions on proper Installation and Operation of the Scorpion, please contact us at (949) 361-5663.**



Important: This manual applies to the Scorpion II® Trailer Attenuator by TrafFix Devices, Inc. It pertains only to the models referenced herein. It requires that all Assembly, Mounting, Service and Repair parts be Genuine Scorpion parts that have not been modified or repaired from the original in any way, unless with prior knowledge, consultation and approval by TrafFix Devices, Inc. Engineering.

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Limitations and Warnings

TrafFix Devices Inc. (TDI), in compliance with the Manual for Assessing Safety Hardware (MASH) recommended procedures for the Safety Performance of Highway Features. TDI contracts with ISO accredited testing facilities to conduct crash tests, evaluation of tests, and submittal of results to the Federal Highway Administration for Eligibility for Federal-Aid Reimbursement. The Scorpion II Trailer Attenuator (TA) system was tested to meet the safety evaluation guidelines of MASH. The Scorpion II has been tested at TL-3 (62.1 mph/100 km/hr) speed impact conditions. These tests are intended to evaluate product performance by simulating those impacts outlined by MASH involving a range of vehicles on the roadways, from cars with an approx. weight of 2425 lbs. [1100 kg] to trucks with an approx. weight of 5004 lbs. [2270 kg]. The Scorpion II TA is a TL-3 tested device capable of decelerating and stopping the light and heavy weight vehicles 2425 lbs. [1100 kg] and 5004 lbs. [2270 kg] in accordance with the criteria of Tests 3-50, 3-51, 3-52, and 3-53 for TL-3 (62.1 mph/ 100 km/hr) for FHWA Eligibility. Reference FHWA Eligibility letter CC-138. Additionally, the Scorpion II TA was tested to meet the requirements of TD 49/07 UK. These tests are based on the requirements for Lorry Mounted Crash Cushions from the Highways England Road Ministry. These specified tests are not intended to represent the systems performance when impacted by every vehicle type or every impact condition existing on the roadway. This system is tested only to the test matrix criteria of MASH and TD 49/07 UK. TrafFix Devices does not represent nor warrant that the results of these controlled tests show that vehicle impacts with the products in other conditions would necessarily avoid injury to person(s) or property. Impacts that exceed the systems specifications may not result in acceptable crash performance as outlined in MASH; relative to structural adequacy, occupant risk, and vehicle trajectory. TDI expressly disclaims any warrant or liability for injury or damage to person(s) or property resulting from any impact, collision, or harmful contact with products, other vehicles, or nearby hazards or objects by any vehicle, object or person, whether or not the products were installed by third parties. The Scorpion II TA system is intended to be assembled, delineated, and maintained in accordance with specific State and Federal guidelines. TDI offers a reflective delineator panel for its TA line of products. However, the material is only intended to supplement delineation required by the Department of Transportation's "Manual on Uniform Traffic Control Devices" (MUTCD). The appropriate highway authority approved engineer should properly select, assemble, and maintain the product. Careful evaluation of the speed, traffic direction, and visibility are some of the elements that require evaluation for the proper selection of a safety appurtenance by the appropriate specifying highway authority.

Safety Instructions

Scorpion II Trailer Attenuator (TA)

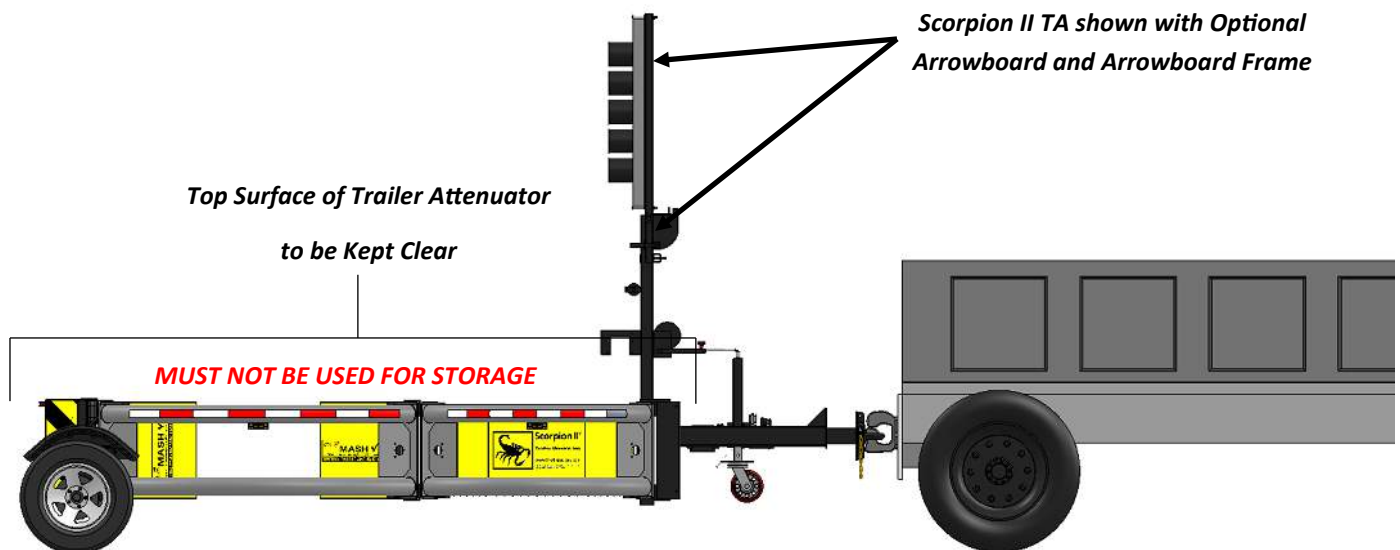
- A. Before attempting to install or operate the Scorpion II 10002 TA, this manual should be read and understood. Those areas with warnings or cautions should be carefully followed.
- B. Before operation on the roadway, check all fasteners between the Tongue, Strut and Cartridge areas for tightness and excessive wear.
- C. Check lug nuts for proper torque values to 95 ft-lbs.
- D. Check that the single crank jack is fully retracted and up in the locked pinned position before transport.
- E. Inspect all lights for proper function.
- F. For correct TA operation in the use mode, the entire TA should be 12" ± 1" [30.48cm ± 2.54cm] above the ground and horizontal to the roadway.
- G. The responsible agency for the truck should check that the following specifications are met. The truck should have a minimum weight of 12,000 lbs. [5,443 kg]. It should be equipped with proper operator safety equipment such as seat belts, headrest, etc. If ballast is needed, it should be properly anchored to the truck frame to prevent movement during an impact.
- H. Before disconnecting the TA from the truck, make sure the TA rear wheels are chocked to prevent rolling when removed from truck.

Operating Instructions

Proper Operation includes knowledge of TA use in Work Zones, both Moving and Stationary, including the proper spacing, to allow for “roll-ahead”. Before use, the Operator should have prior knowledge/discussion of the Work Zone in which the TA will be deployed and that the TA model used has been tested to Test Level 3 = 100 kph/62 mph. TA’s should only be operated by individuals properly trained in their use in work zones.

Pre-Use Inspection

1. Walk around the unit inspecting for damaged, loose, or missing bolts, pins, cotter pins and safety snaps.
2. Inspect for damage to the energy absorbing modules and aluminum tubes, checking for deep gouges, deep scratches, warping, or cracking.
3. Inspect the steel structure for damage, looking for warping, cracks, breaks or other damage.
4. Inspect all lights for proper operation (including arrowboard, VMS, and Display Panel if applicable).
5. Check road clearance of TA in deployed mode, to ensure it is in specification (12 inches \pm 1 inch).
7. Ensure that retroreflective sheeting is in place and meets requirements for the job.
8. Check to ensure that there are no loose items on the truck that can become a projectile during an impact.
9. Make sure items in the cab of the vehicle are secure and cannot come loose and become a projectile should an impact occur.
10. Adjust the headrest properly for the driver of the vehicle.
11. Any deficiencies should be corrected before use.



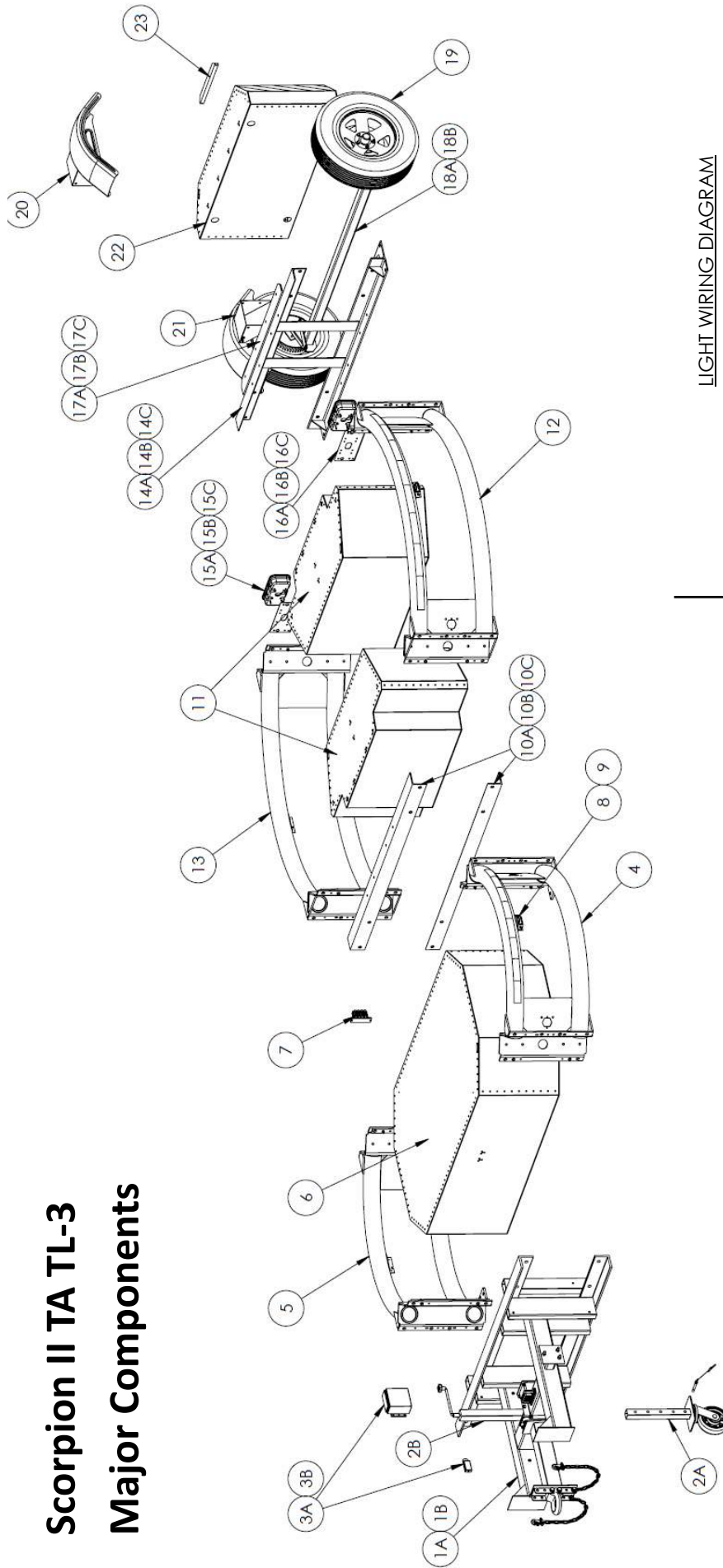
General Maintenance

Item to Service	Frequency
1. Check all fasteners between the TARS, Strut and Cartridge areas for tightness and excessive wear.	Check before driving
2. Check for levelness and that the height 12" ± 1 " [30.48cm \pm 2.54cm] clearance with the truck weight with a minimum of 12,000 lbs. [5,443 kg]	Check before driving
3. Check Module bolts that attach all modules for tightness.	Check before driving
4. Grease jack, caster, and wheel bearings.	As required
5. Replace light bulbs.	As required

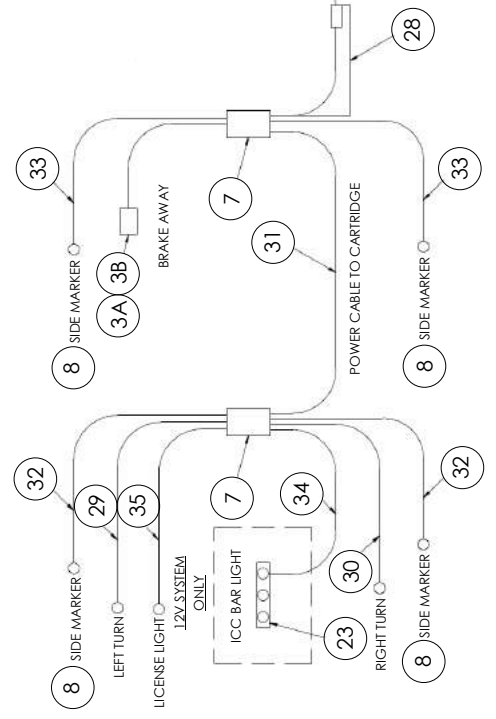
After Impact Removal & Repairs

1. Disassemble system and mark for replacement, all bent and damaged parts.
2. Write down all part numbers for those items that need replacing – only Traffix Devices, Inc. replacement parts can be used to return the repaired TA to as-manufactured condition.
3. After receiving replacement parts verify that the new part fit against the older parts and proceed to assemble per the installation manual.
4. After a vehicle impacts the TA, do not drive the truck with the damaged TA. Remove the TA at the pintle hook and have the TA transported back to the maintenance yard.

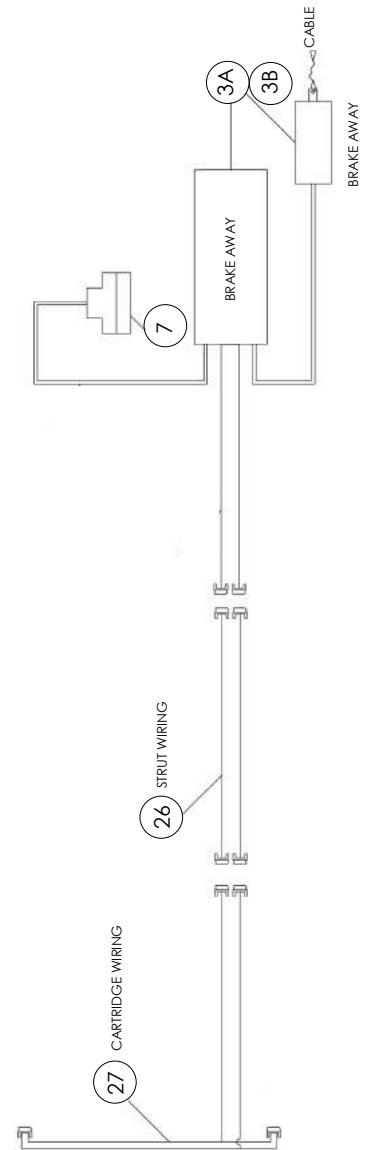
Scorpion II TA TL-3 Major Components



LIGHT WIRING DIAGRAM



BRAKE WIRING DIAGRAM

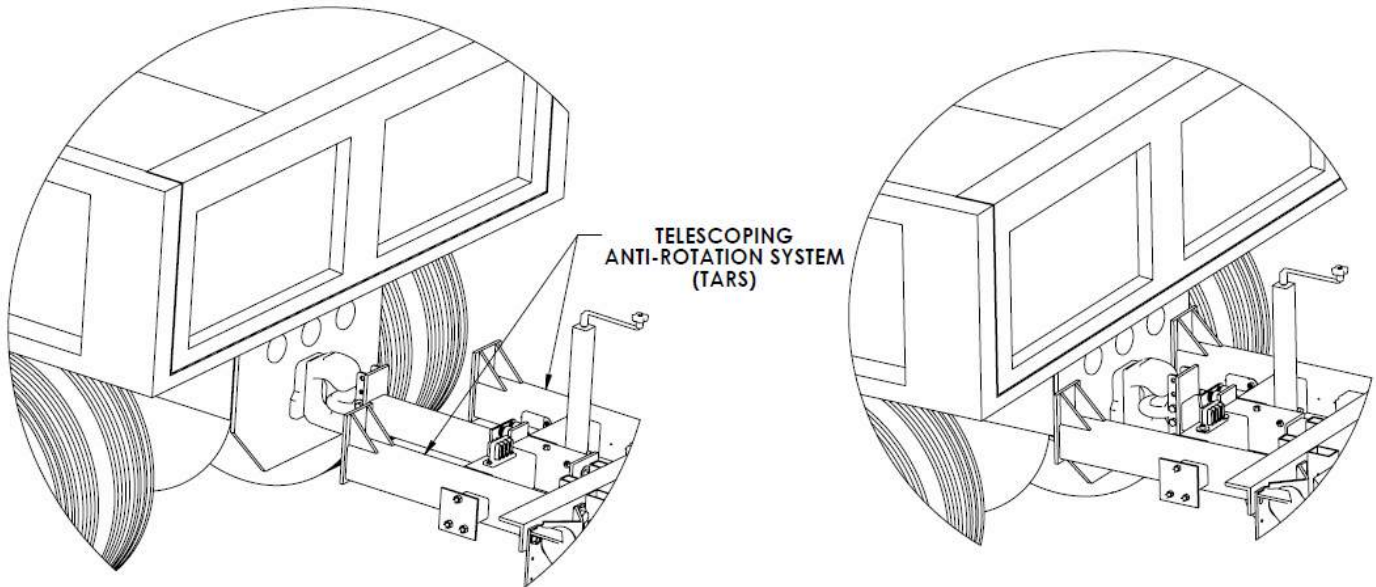


Scorpion II 10002 TA TL-3 Parts List - Major Components

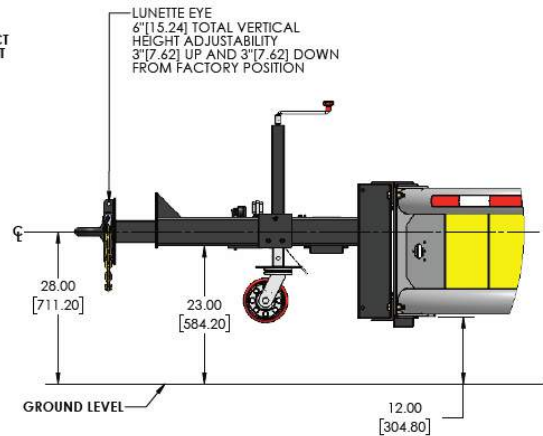
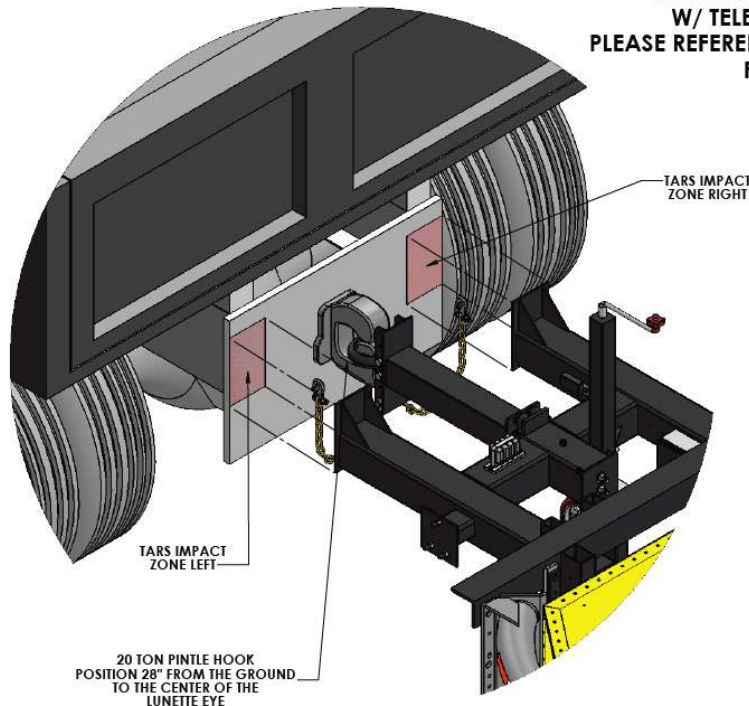
Item #	Part #	Item Description	QTY/TA
1A	13100	Tongue Assembly, Black Paint	1
1B	13100G	Tongue Assembly, Galvanized	1
2A	13234	Jack, Inner Post w/ Caster	1
2B	13232	Jack Mechanism	1
3A	13154A	Engager, Brake-Away 12V System	1
3B	13154A-24V	Engager, Brake-Away 24V System	1
4	10200TL-MASH-KIT	Strut Tube Assy, LH, Includes C-Tape, Warning Labels, Marker Light Bracket	1
5	10200TR-MASH-KIT	Strut Tube Assy, RH, Includes C-Tape, Warning Labels, Marker Light Bracket	1
6	13300D	Module D Energy Absorber, Scorpion II Trailer	1
7	10518	Junction Block	2
8	10573	Side Marker Light, 10-30 volt, LED	4
9	10520	Housing, Side Marker Light	4
10A	13305	Diaphragm Angle, Powder Coated Steel	2
10B	13305G	Diaphragm Angle, Galvanized	2
10C	13366	Diaphragm Angle, Aluminum	2
11	11400C	Module C Energy Absorber, Scorpion II	2
12	10100L-MASH-KIT	Cartridge Tube Assy, LH, Includes C-Tape, Warning Label, Marker Light Bracket	1
13	10100R-MASH-KIT	Cartridge Tube Assy, RH, Includes C-Tape, Warning Label, Marker Light Bracket	1
14A	13360	Rear Diaphragm, Powder Coated Black	1
14B	13360G	Rear Diaphragm, Galvanized	1
14C	13320	Rear Diaphragm, Aluminum	1
15A	10516A-LED	Tail Light Assembly, RH, 10-30 Volt LED, Color Pattern: Red/Red/ White	1
15B	10505A-LED-RYR	Tail Light Assembly, RH, 10-30 Volt LED, Color Pattern: Red/Amber/Red	1
15C	10505A-LED-YRW	Tail Light Assembly, RH, 10-30 Volt LED, Color Pattern: Amber/Red/ White	1
16A	10508A-LED	Tail Light Assembly, LH, 10-30 Volt LED, Color Pattern: Red/Red/ White	1
16B	10504A-LED-RYR	Tail Light Assembly, LH, 10-30 Volt LED, Color Pattern: Red/Amber/Red	1
16C	10504A-LED-YRW	Tail Light Assembly, LH, 10-30 Volt LED, Color Pattern: Amber/Red/ White	1
17A	10465	Rear Top Angle, Powder Coated Black	1
17B	10465G	Rear Top Angle, Galvanized	1
17C	13167	Rear Top Angle, Aluminum	1
18A	13230	Axle w/ Electric Brakes, 3,500 lb, Powder Coated	1
18B	13231	Axle w/ Electric Brakes, 3,500 lb, Galvanized	1
19	13260	Wheel and Tire	2
20	13240P-L	Plastic Fender Assy, LH, w/ Mounting Bracket, Hardware, & 12V LED Light	1
21	13240P-R	Plastic Fender Assy, RH, w/ Mounting Bracket & Hardware	1
22	10400A	Module A Energy Absorber, 4" Yellow/Black Chevron Pattern	1
23	10557	ICC Bar Light, 12V, LED	1
26	13276	Electric Brake Cable, Strut	1
27	13274	Electric Brake Cable, Cartridge	1
28	10511A	Power Cable, 7 Way Plug	1
29	10519	Tail Light Cable Harness, LH, 120"	1
30	10509	Tail Light Cable Harness, RH, 120"	1
31	10510	Cartridge Power Cable, 144"	1
32	10512	Side Marker Light Cable, Strut, 144"	2
33	10513	Side Marker Light Cable, Cartridge, 180"	2
34	10556	ICC Bar Light Cable, 168"	1
35	13277	License Plate Light Cable	1

Telescoping Anti-Rotational System (TARS)

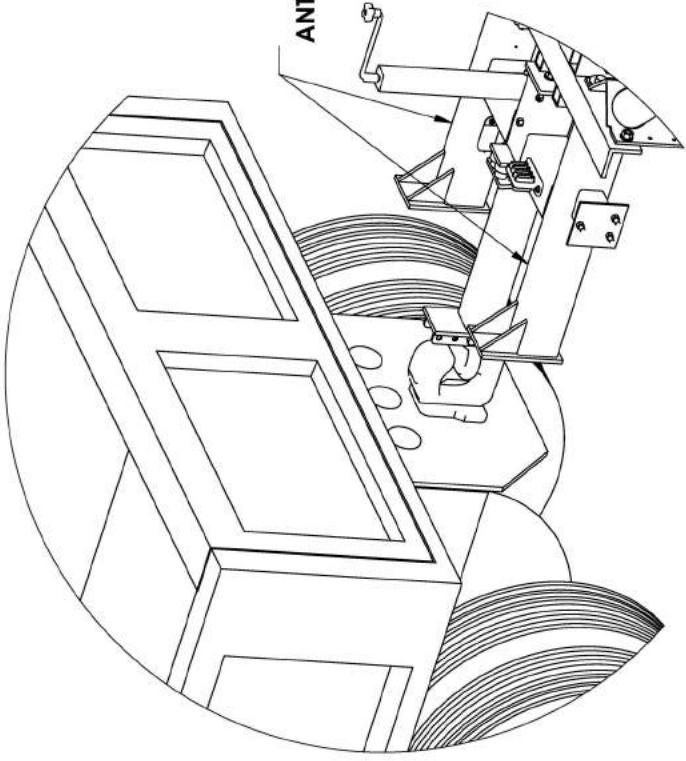
The steel tongue is a single point trailer attachment for towing the TA under normal use with a built-in anti-rotation design that activates a three-point contact engagement support when the TA is impacted. The single point trailer attachment with the anti-rotation design is called the Telescoping Anti-Rotation System (TARS) and is only activated when the TA is impacted. Under normal stationary or mobile use, the TARS acts as a single point trailer attachment. When the TA is impacted, the TARS tongue telescopes forward and a set of outboard anti-rotation supports contact the frame plate on the support vehicle preventing the Trailer Attenuator from rotating about the pintle hook and the rear of the support vehicle.



**FULL MOUNTING PLATE PREPARATIONS FOR THE
TRAFFIX DEVICES SCORPION II TRAILER ATTENUATOR
W/ TELESCOPING ANTI-ROTATION SYSTEM (TARS)
PLEASE REFERENCE FHWA MASH ELIGIBILITY LETTER HSST/CC-138
FOR PROPER HOST VEHICLE WEIGHT**

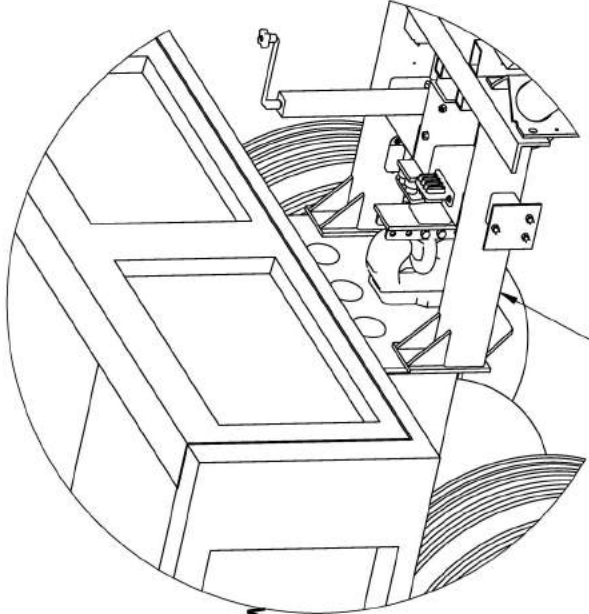


8 7 6 5 4 3 2 1



TELESCOPING ANTI-ROTATION SYSTEM (TARS)

PRE-IMPACT CONDITION POSITION DURING NORMAL OPERATIONAL USE



TELESCOPING ANTI-ROTATION SYSTEM (TARS) STOPS UP AGAINST THE FRAME PLATE PREVENTING ANGULAR ROTATION DURING THE IMPACT

POST-IMPACT CONDITION POSITION AFTER IMPACT EVENT HAS OCCURRED

TRAFFIX DEVICES TRAILER ATTENUATOR ATTACHES DIRECTLY TO THE PINTLE HOOK AND REQUIRES LITTLE OR NO ADDITIONAL INSTALLATION OR TRUCK MODIFICATION BEYOND THE FACTORY INSTALLED FRAME PLATE.

Traffix Devices Inc.
169 Avenida Le Prie
San Clemente, CA 92673
(949) 361-5663
www.traffixdevices.com

TITLE: PRE AND POST IMPACT TONGUE POSITIONS

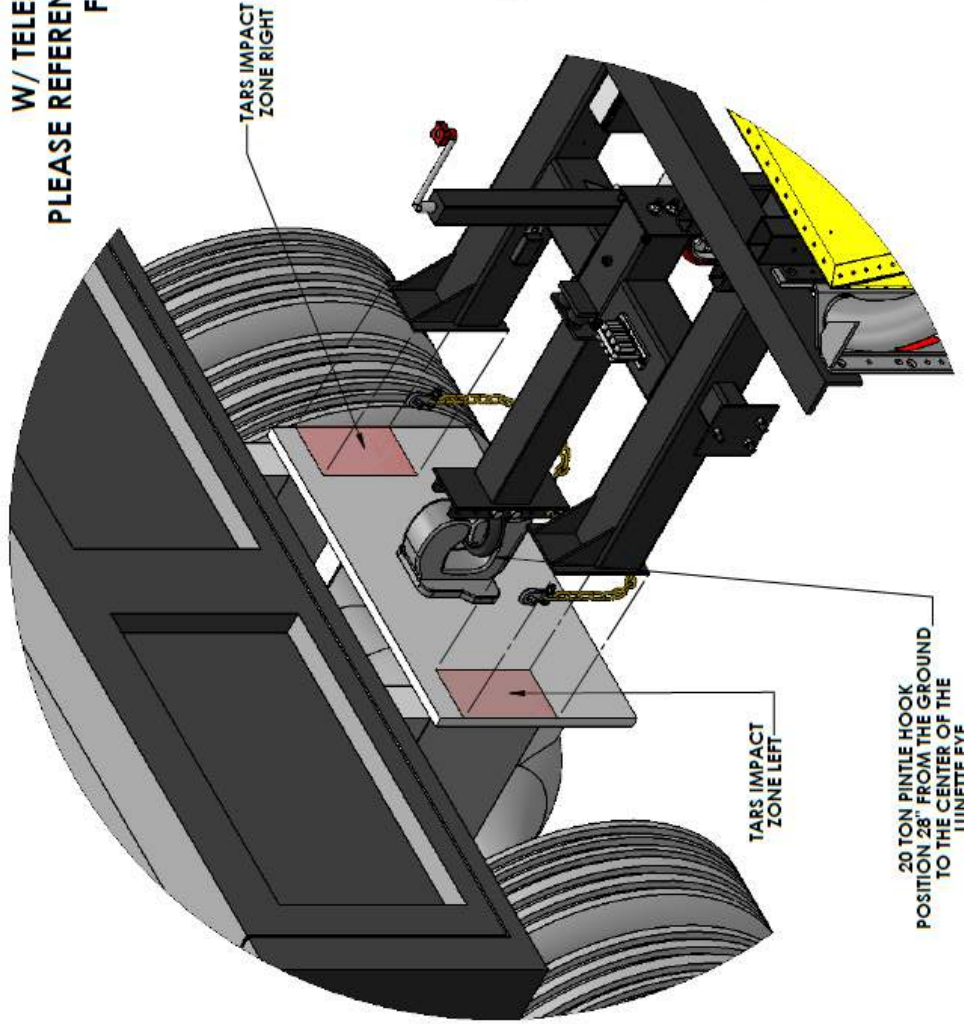
SIZE: **B** DWG. NO. **104** REV **A**

DRAWN BY: DATE: DATE: DATE:
CHECKED BY: DATE: DATE: DATE:
APPROVED BY: DATE: DATE: DATE:

SHEET 1 OF 1

1 2 3 4 5 6 7 8

**FULL MOUNTING PLATE PREPARATIONS FOR THE
 TRAFFIX DEVICES SCORPION II TRAILER ATTENUATOR
 W/ TELESCOPING ANTI-ROTATION SYSTEM (TARS)
 PLEASE REFERENCE FHWA MASH ELIGIBILITY LETTER HSST/CC-138
 FOR PROPER HOST VEHICLE WEIGHT**

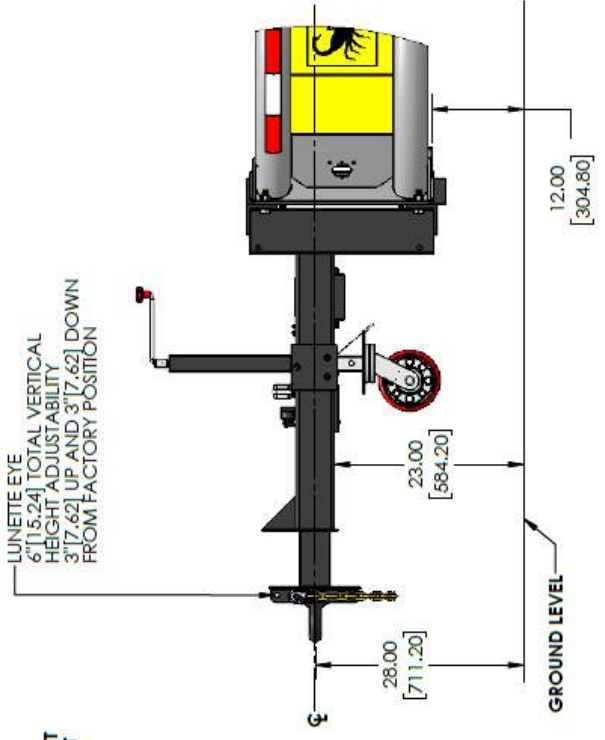


LUNETTE EYE
 6" [15.24] TOTAL VERTICAL
 HEIGHT ADJUSTABILITY
 3" [7.62] UP AND 3" [7.62] DOWN
 FROM FACTORY POSITION

TARS IMPACT
 ZONE RIGHT

TARS IMPACT
 ZONE LEFT

20 TON PINTLE HOOK
 POSITION 28" FROM THE GROUND
 TO THE CENTER OF THE
 LUNETTE EYE



UNLESS OTHERWISE SPECIFIED:
 TOLERANCES: FRACTIONS: 1/16" (1.5mm)
 DECIMALS: .125" (3.175mm)
 DECIMALS: .001" (0.025mm)
 DECIMALS: .0001" (0.0025mm)
 DEGREES: 1/16°

**TrafFix
 Devices Inc.**

160 Avenida La Playa
 Torrance, CA 90503
 (949) 301-5053
 (949) 301-5053
 www.traffixdevices.com

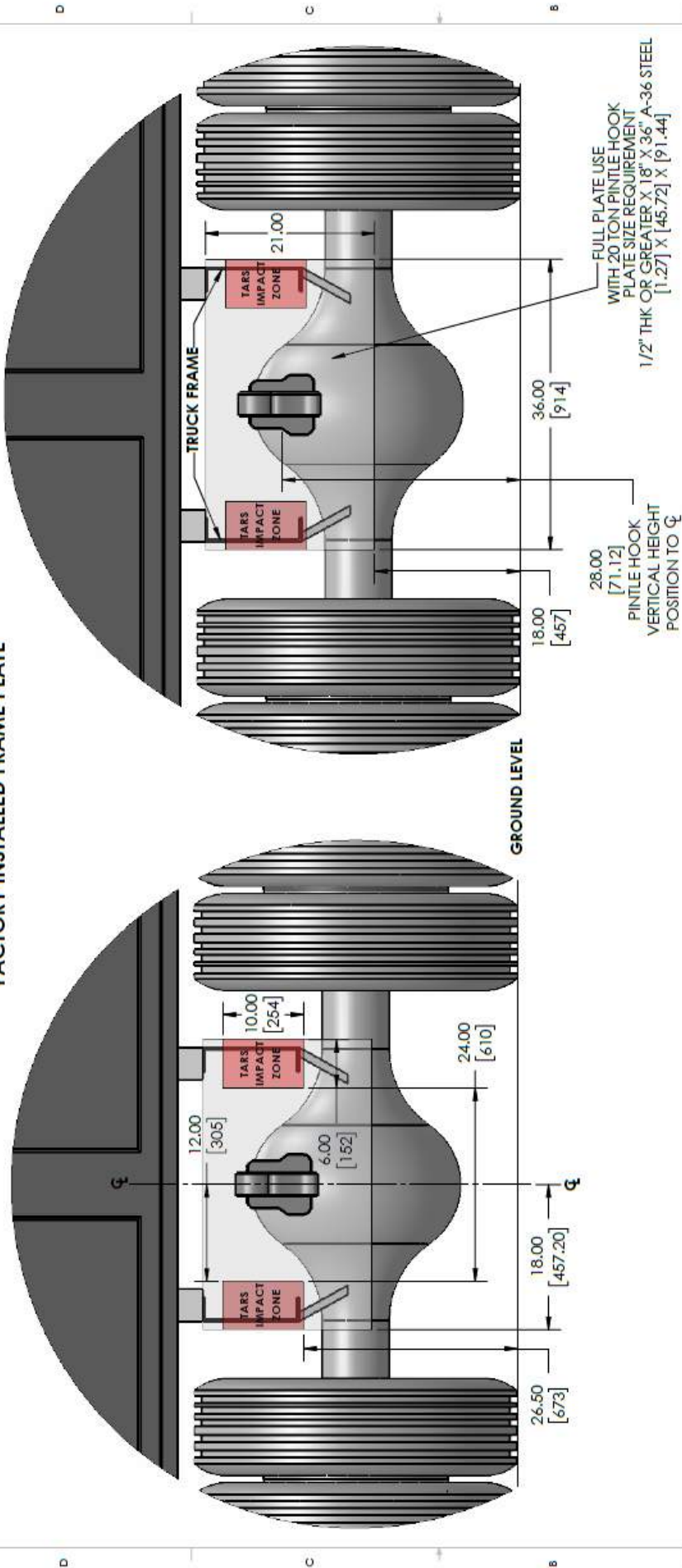
TITLE: TARS Vertical Impact Zone Position

SIZE: B DWG. NO.: 900-200 REV: A

DATE: 4/26/18
 CHECKED BY: Christopher Johns
 DATE: 4/26/18
 APPROVED BY: JAW
 DATE: 4/26/18

SHEET 1 OF 1

FACTORY INSTALLED FRAME PLATE



UNLESS OTHERWISE SPECIFIED:
ALL DIMENSIONS ARE IN INCHES(MM).

Traffix Devices Inc.
160 Avenida La Plata
San Clemente, CA 92673
(949) 349-3000
Fax: (949) 349-2905
www.traffixdevices.com

TITLE: TARS Impact Zone w/ Factory Installed Frame Plate

SIZE	DWG. NO.	REV
B	900-201	A

DRAWN BY:	DATE:
Christopher Jozma	4/23/18
CHECKED BY:	DATE:
APPROVED BY:	DATE:
FA	4/23/18

FULL MOUNTING PLATE PREPARATIONS FOR THE TRAFFIX DEVICES SCORPION TRAILER ATTENUATOR W/ THE TELESCOPING ANTI-ROTATION SYSTEM (TARS) PLEASE REFERENCE FHWA MASH ELIGIBILITY LETTER HHST/CC-138 FOR PROPER HOST VEHICLE WEIGHT

TL-3 Scorpion II TA Assembly

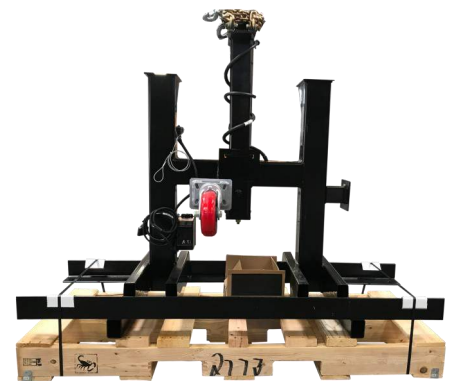
1. **IMPORTANT:** Before beginning assembly, please read and review the Installation Section of this manual, paying close attention to the checklist at the beginning of the section.
2. Inspect the three pallets containing the Cartridge (left), Strut (middle), and the Tongue (right) shown below, for shipping damage and completeness against the packing list. If there is anything missing or not complete, contact a Traffix Devices representative as soon as possible.
3. **WARNING: TOP HEAVY**– Indicates to move pallets with extreme caution. The use of a forklift is preferred when handling pallets. All personnel should be kept clear when the pallets are being moved.
4. Remove the shrink-wrap from the pallets using a utility knife. **Caution: Be careful not to cut any wires or parts!**



CARTRIDGE PALLETIZED



STRUT PALLETIZED



TARS TONGUE PALLETIZED

Recommended* Assembly Tools

1. Hammer
2. Tapered Pry Bar
3. Tape Measure
4. 12" Crescent Wrench
5. 1/2" Drive Socket Wrench
6. 1/2" Drive Socket (1-7/16")
7. Open End Wrenches (1-7/16", 3/4", 7/16")
8. 3/8" Drive Socket Wrench
9. 3/8" Drive Socket (7/16", 3/4")
10. Allen Wrench
11. Wire Cutter/Crimper
12. Floor Jacks or Stands (2 Ea.)
13. Forklift

**More or less tools may be needed.*

Assembly of Scorpion II Trailer Attenuator (TA) (TL-3)

1. Note that the Warning Top Heavy means that caution should be used in moving the pallets. Use fork extenders on forklift and keep all personnel away while moving. **Note: Components are heavy and cumbersome. It may take several people to properly set up the Scorpion II TA.**
2. Unpack the pallet by removing the shrink-wrap and cutting the steel bands. **Caution: It is possible that when the steel banding is cut the TA Cartridge and Strut may shift a few inches. Keep personnel away from the TA when the steel bands are cut. Keep a few feet away from pallet when pallet is pulled free of the Cartridge because it will shift a few inches.**

Remove Module A, Module C's, both fenders, and the wheels/tires from the Cartridge Section before it is taken off the pallet. Place TARS Tongue, Cartridge and Strut Sections in the horizontal position on a level work surface.

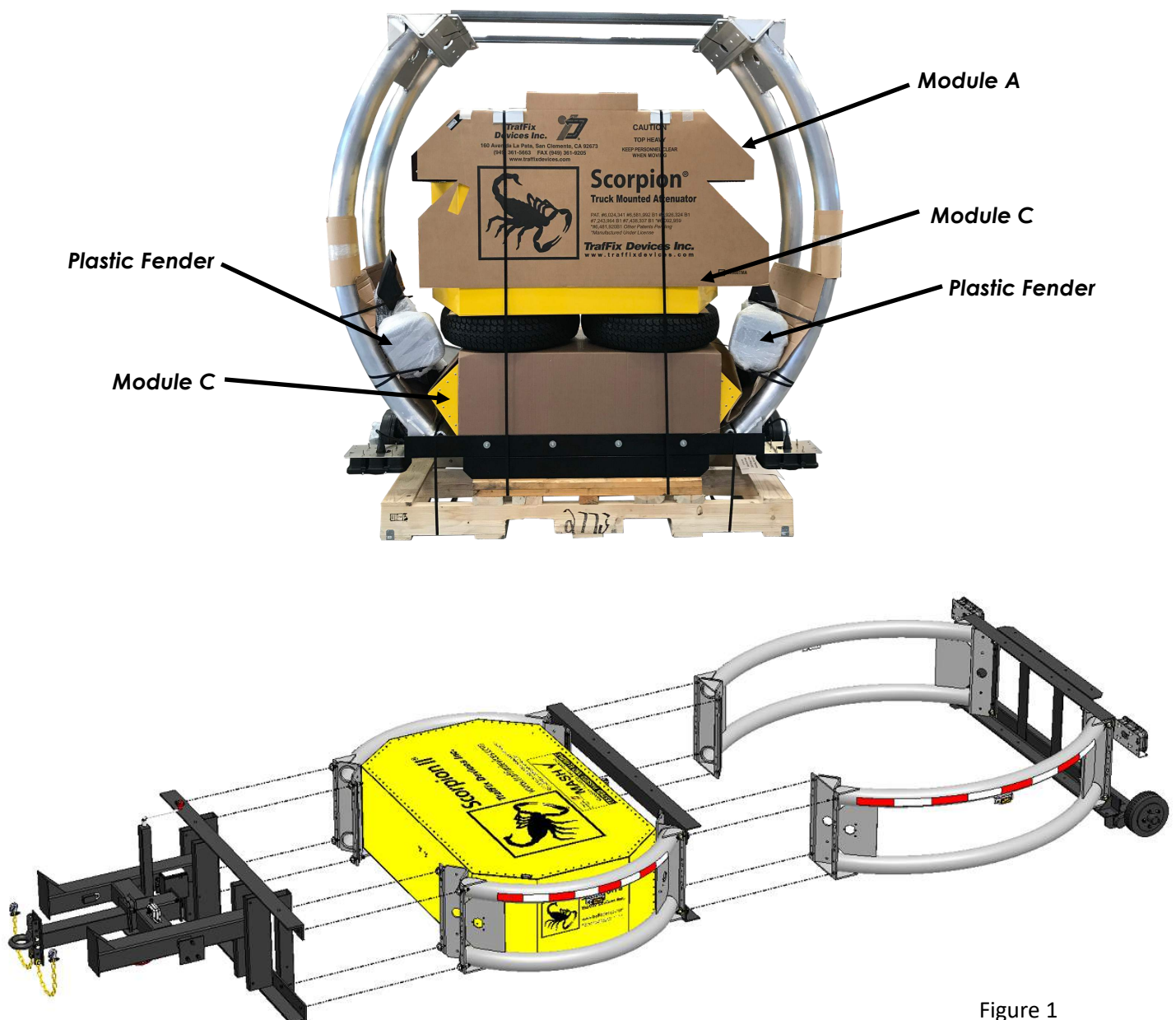


Figure 1

3. Remove the following parts from the Strut:

(8) 3/4"-10 x 2-1/2" Bolts **PN 12007**

(8) 3/4" USS Flat Washer **PN 12060**

(8) 3/4"-10 Nylock Nuts **PN 12008**

Position the Strut in front of the TARS Tongue and bolt as follows:

- Starting with the outboard hole on the top of the vertical angle of the Strut, thread the bolt, head towards the truck, through a washer, the hole in the TARS, and then the hole in the Strut. Once the bolt is through, secure with another washer and the Nylock nut. Repeat on the bottom and the other side.

- On the inboard hole on the top of the vertical angle of the Strut, thread the bolt, head towards the truck, through a washer, the hole in the TARS, and then the hole in the Strut. Once the bolt is through, secure with another washer and the Nylock nut. Repeat on the bottom and the other side.

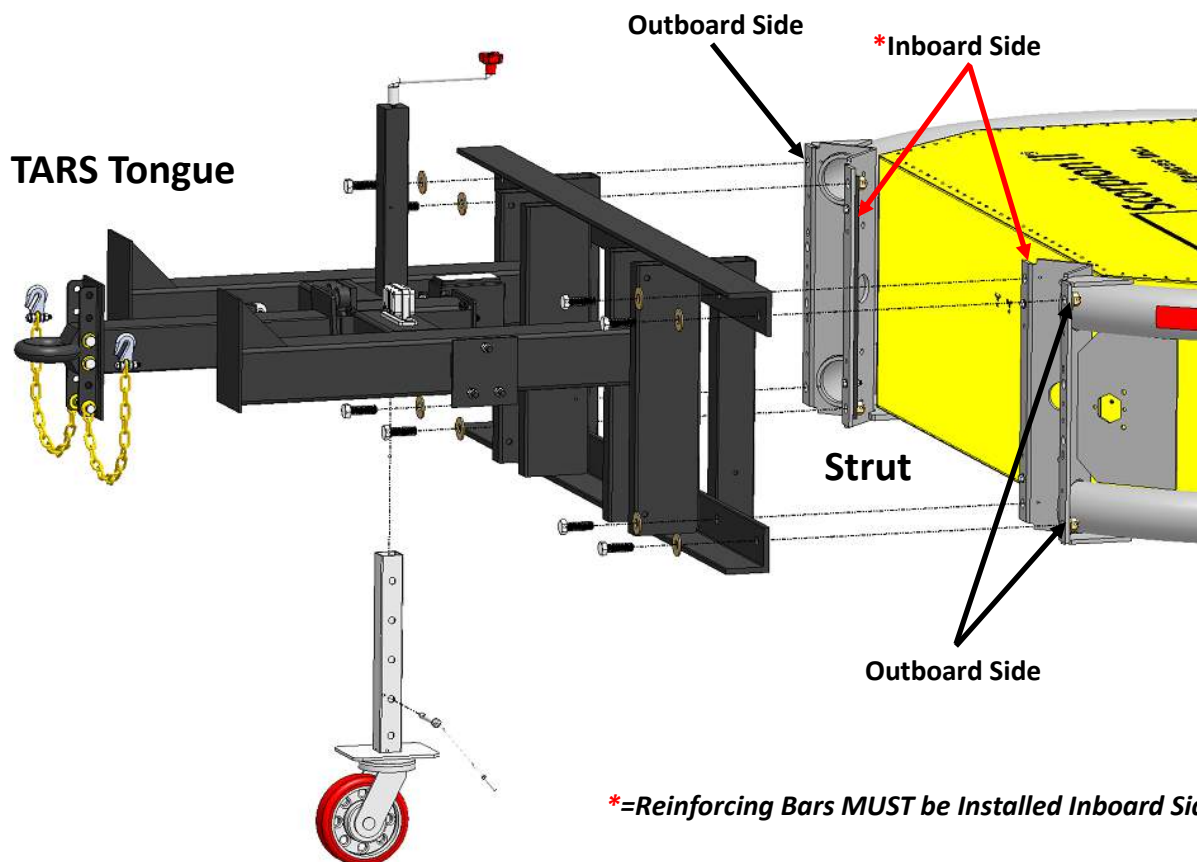


Figure 2

4. Remove the following parts from the Cartridge:

- (4) ¾"-10 x 2-½" Bolts **PN 12007**
- (4) ¾"-10 x 3" Bolts **PN 12351-ZUM-3.0**
- (8) ¾" USS Flat Washer **PN 12060**
- (8) ¾"-10 Nylock Nuts **PN 12008**

Position the assembled TARS Tongue/Strut in front of the Cartridge and bolt as follows:

- Starting with the outboard hole on the top of the vertical angle of the Cartridge, thread the bolt, head towards rear of TA, through a washer, the hole in the Cartridge, and then the hole in the Strut. Once the bolt is through, secure with another diameter washer and the Nylock nut. Repeat on the bottom and the other side.
- On the inboard hole on the top of the vertical angle of the Cartridge, thread the bolt, head towards the rear of the TA, through a washer, the hole in the Strut, and then the hole in the Cartridge. Once the bolt is through, secure with another washer and the Nylock nut. Repeat on the bottom and the other side.

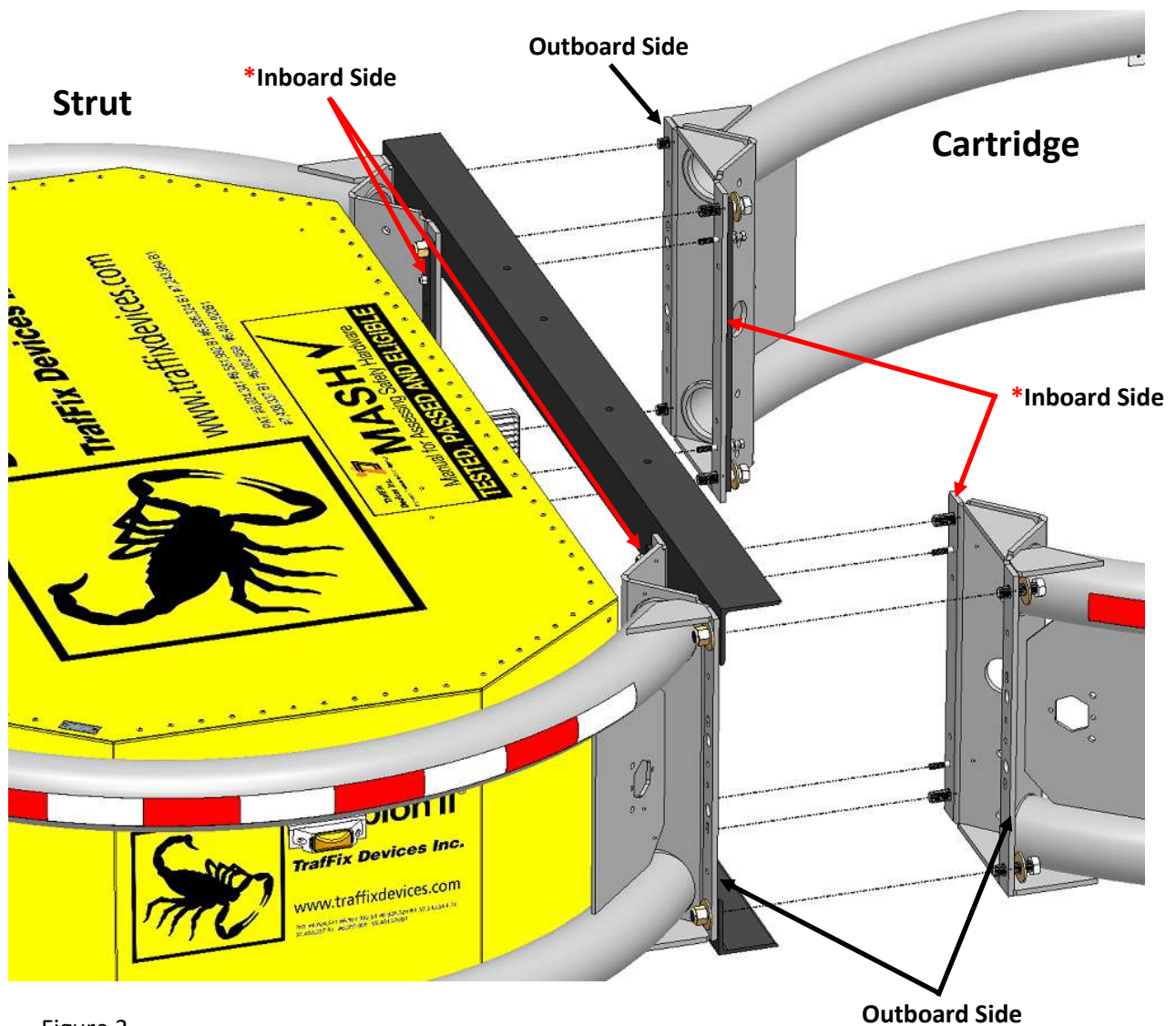


Figure 3

***=Reinforcing Bars MUST be Installed Inboard Side**

5. Install Module Box C, within the Cartridge section, to the top and bottom angles on the backside of the Strut. Torque the module bolts to a minimum of 20 ft-lbs.

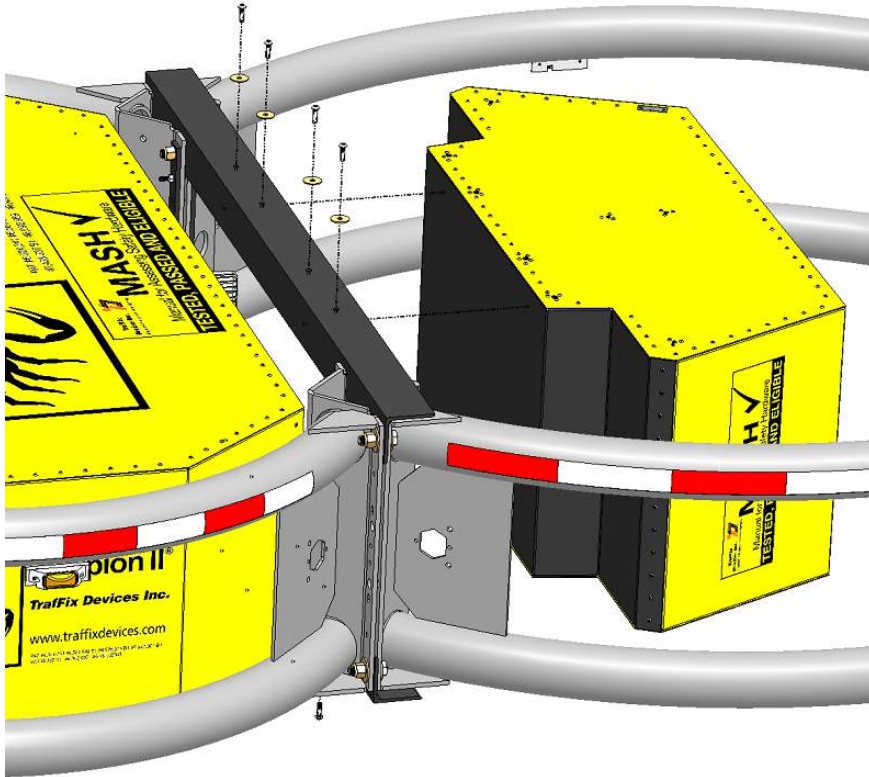


Figure 4

6. Install the second Module Box C to the top and bottom angles within the Cartridge section at the rear. Torque the module bolts to minimum of 20 ft-lbs.

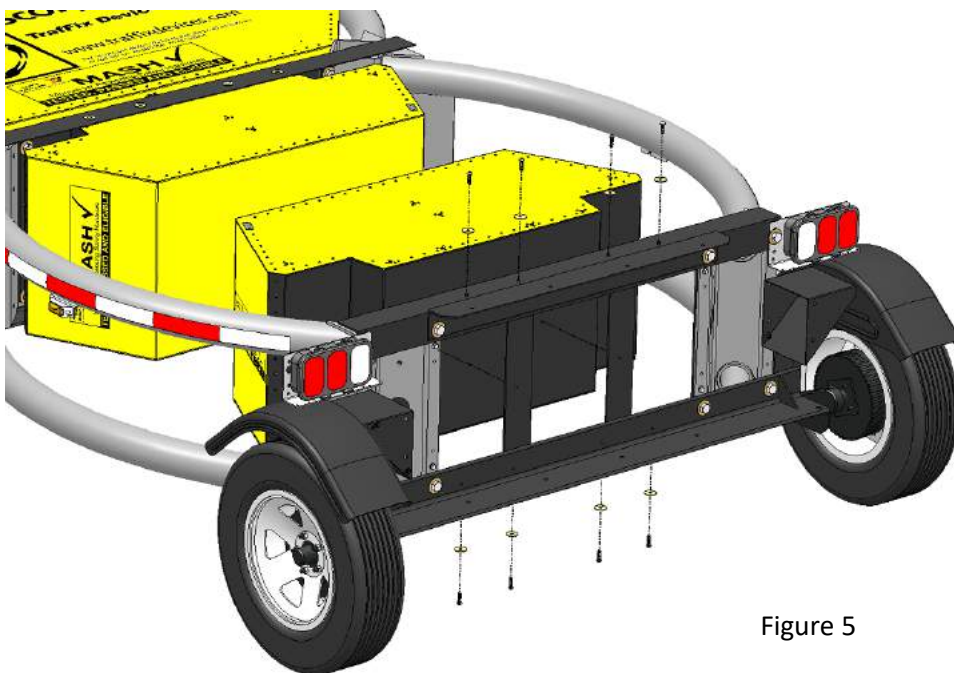


Figure 5

7. Install Module Box A to the top and bottom angles on the backside of the rear diaphragm. Torque the module bolts to minimum of 20 ft-lbs.

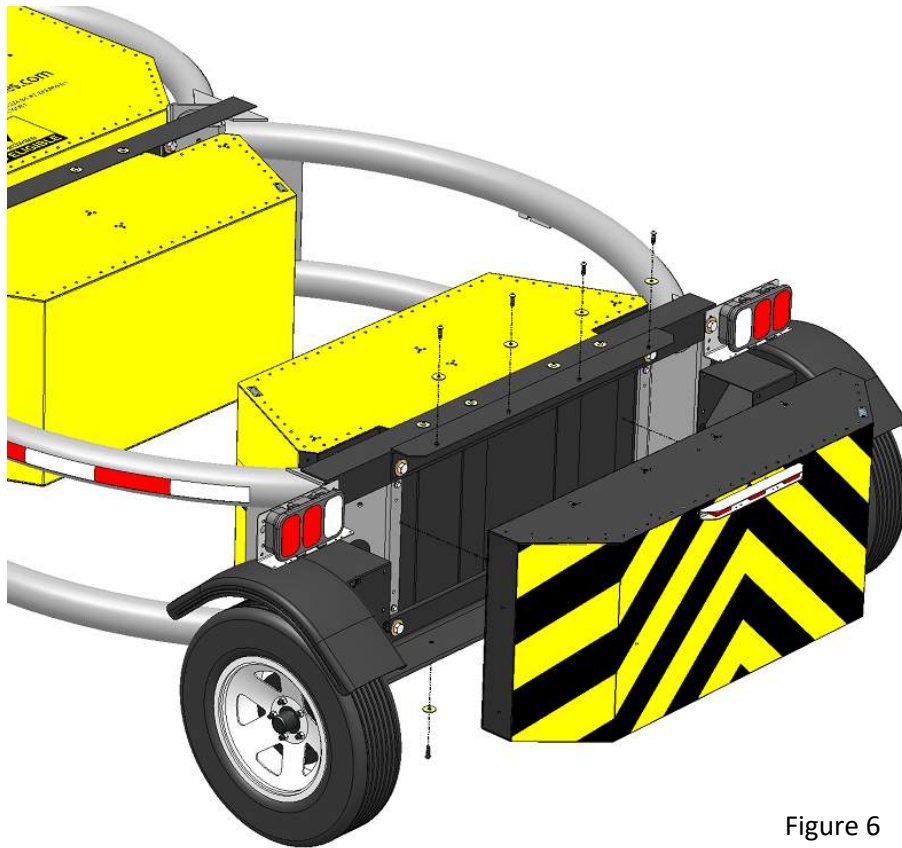
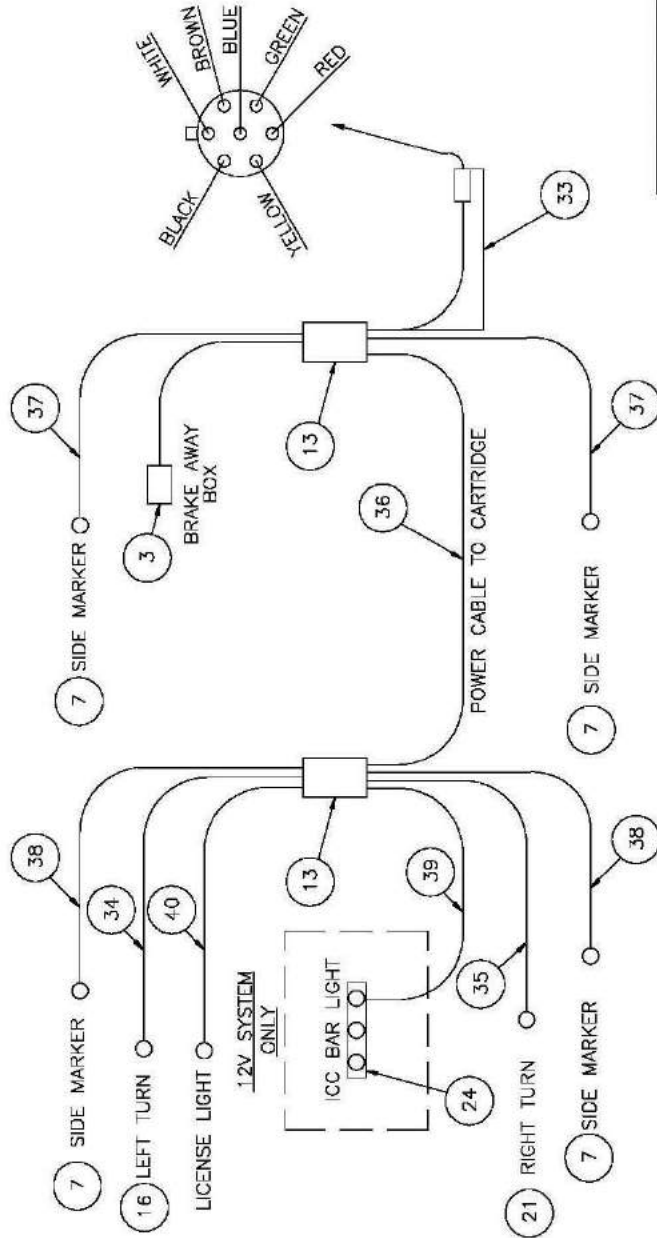


Figure 6

8. Remove the lug nuts from the studs on each of the axle. Install the fenders and wheel/tire and secure with lug nuts. Repeat for remaining side.
9. Plug the main power cable from the Strut into the electrical connector box on the Cartridge. Snap the wire retainers in place on the electrical connector box and wire tie the retainers together
10. The rear ICC bar light has two wires extending from it with plugs. Connect the plugs into the electrical wire plugs at the light. (Only use for 12V)
11. Connect the 7-pin electrical connector and verify that all the lights function correctly. (Refer to Wiring Schematic)
12. Hook up to appropriate host vehicle and road test the Scorpion TA.
13. Check all bolts for tightness after the road test and refer to the maintenance section of the manual to set up regular maintenance.

Electrical Support Drawings

LIGHT WIRING DIAGRAM



ELECTRICAL PARTS		
ITEM	DESCRIPTION	PN
3	BRAKE SWITCH ENGAGER	13154
7	SIDE MARKER LIGHTS-12 V	10502
	SIDE MARKER LIGHTS-24 V	10530
13	JUNCTION BOX	10518
16	LEFT TURN LIGHT-12 V	10508
	LEFT TURN LIGHT-24 V	10504
21	RIGHT TURN LIGHT - 12 V	10516
	RIGHT TURN LIGHT - 24 V	10505
24	ICC BAR LIGHT	10557
33	POWER CABLE TO STRUT	10511A
34	LEFT TURN WIRE HARNESS	10519
35	RIGHT TURN WIRE HARNESS	10509
36	POWER CABLE TO CARTRIDGE	10510
37	SIDE LIGHT HARNESS TO STRUT	10512
38	SIDE LIGHT HARNESS TO CARTRIDGE	10513
39	ICC BAR LIGHT CABLE	10556
40	LICENSE PLATE LIGHT WIRE HARNESS	13277

7 WAY PLUG WIRING	
WHITE	GROUND
BLACK	ICC BAR LIGHT
YELLOW	LEFT TURN
RED	STOP
GREEN	RIGHT TURN
BROWN	TAILLIGHTS, SIDE MARKERS, LICENSE
BLUE	BACKUP

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TRAILER ATTENUATOR WIRING DIAGRAM

UNLESS OTHERWISE SPECIFIED:
 ALL DIMENSIONS ARE IN INCHES.

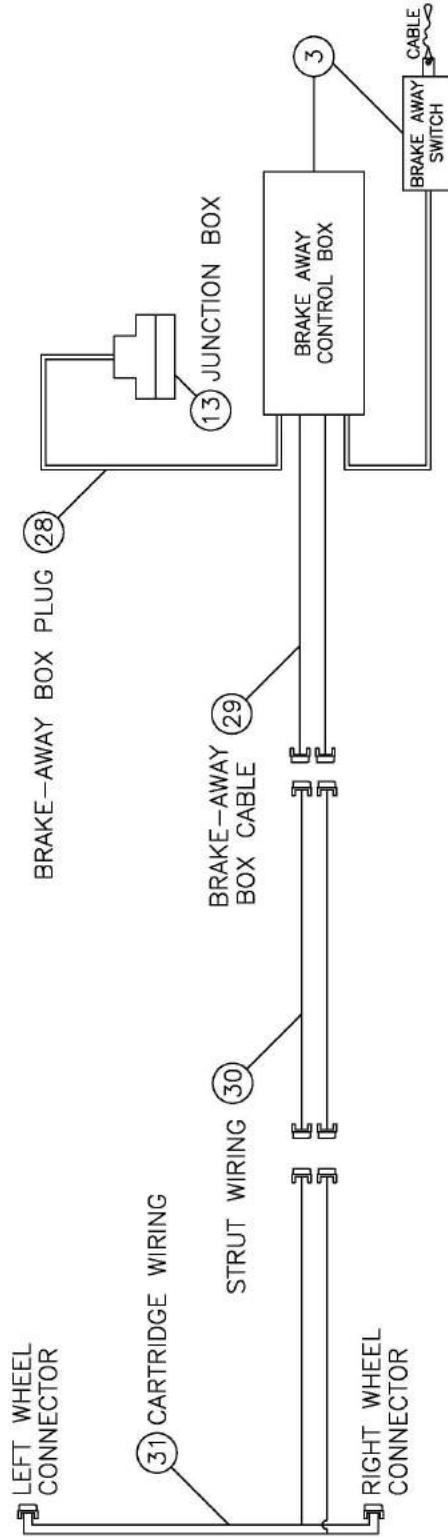
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CHECKED BY:	DATE:
APPROVED BY:	DATE:

SIZE: B	DWG NO: 916	REV: E
SCALE: 1/1	SHEET: 1 OF 1	

NOTES: UNLESS OTHERWISE SPECIFIED.

BRAKE WIRING SCHEMATIC

BRAKE WIRING PARTS		
ITEM	DESCRIPTION	PN
3	BRAKE SWITCH ENGAGER	13154
13	JUNCTION BOX	10518
28	BRAKE-AWAY PLUG	13275
29	BRAKE-AWAY BOX CABLE	13273
30	BRAKE STRUT WIRING	13276
31	CARTRIDGE/RIGHT WHEEL/LEFT WHEEL CONNECTOR	13274



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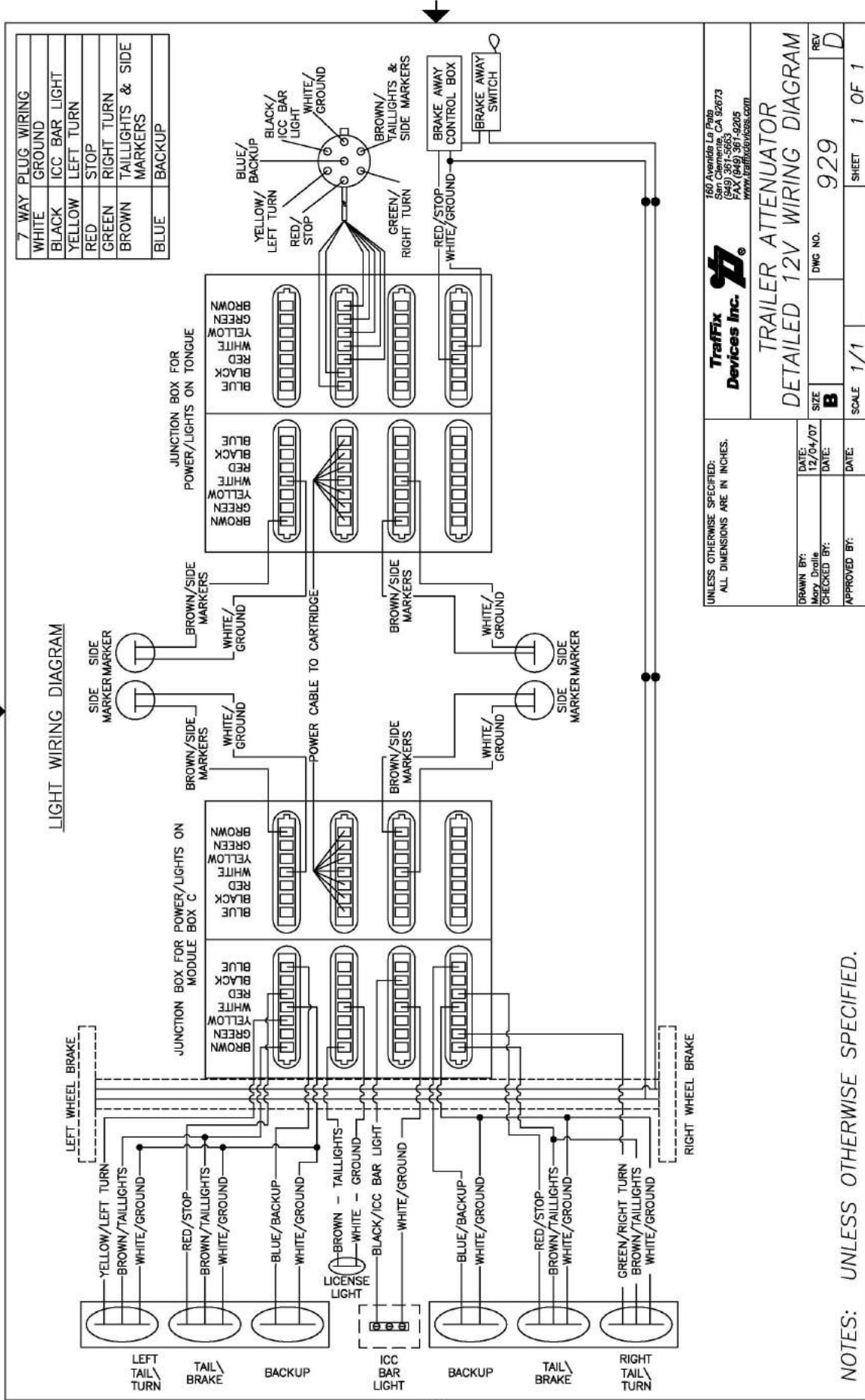


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**TA BRAKE WIRING
DIAGRAM**

DRAWN BY:	DATE: 11/01/07	SIZE: B	DWG NO. 921	REV: C
CHECKED BY:	DATE:	SCALE: NTS	SHEET: 1 OF 1	
APPROVED BY:	DATE:			

NOTES: UNLESS OTHERWISE SPECIFIED.



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Devices Inc.

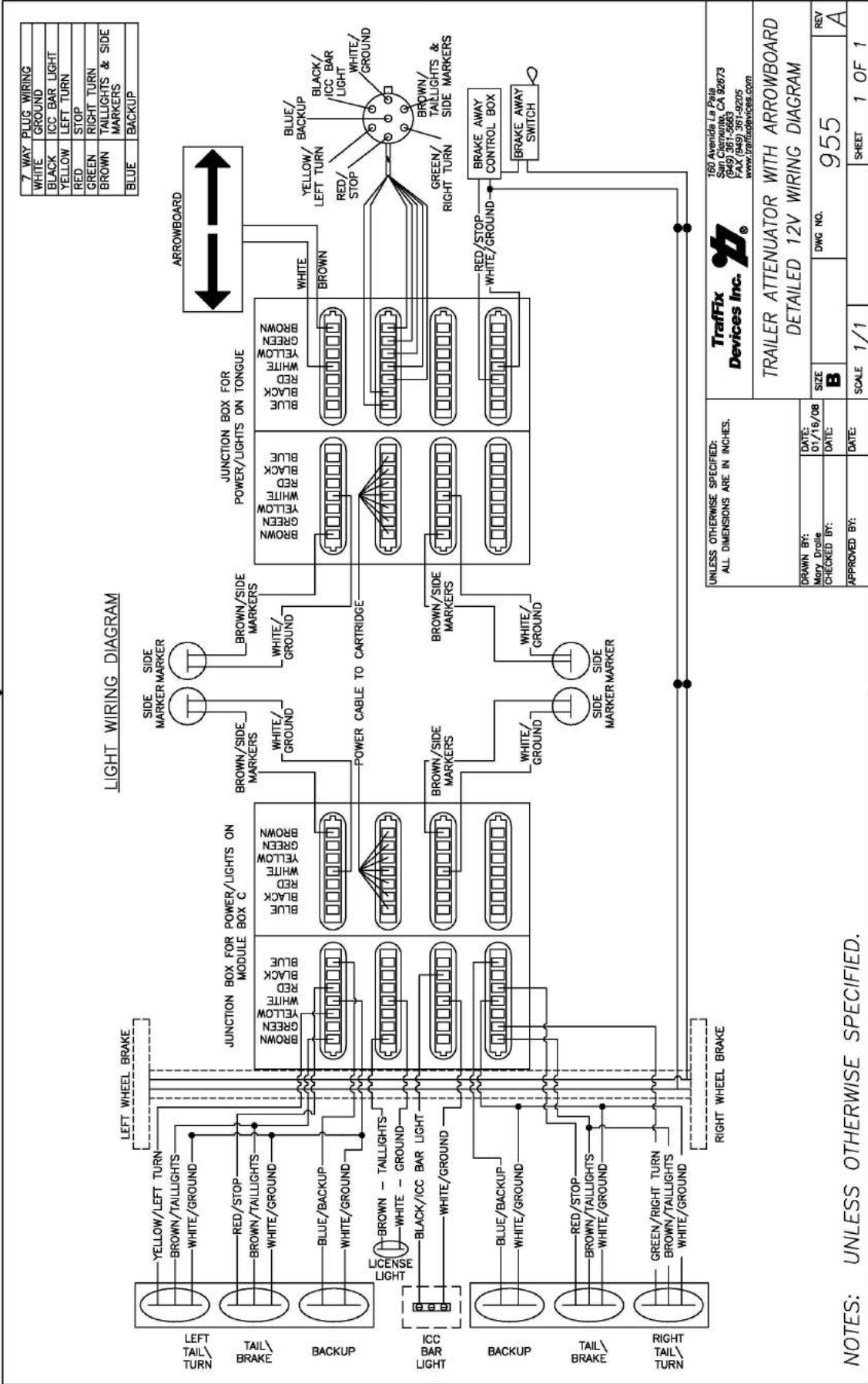
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San Clemente, CA 92673
(949) 361-5663
FAX (949) 361-9206
traffix@traffix.com

**TRAILER ATTENUATOR
DETAILED 12V WIRING DIAGRAM**

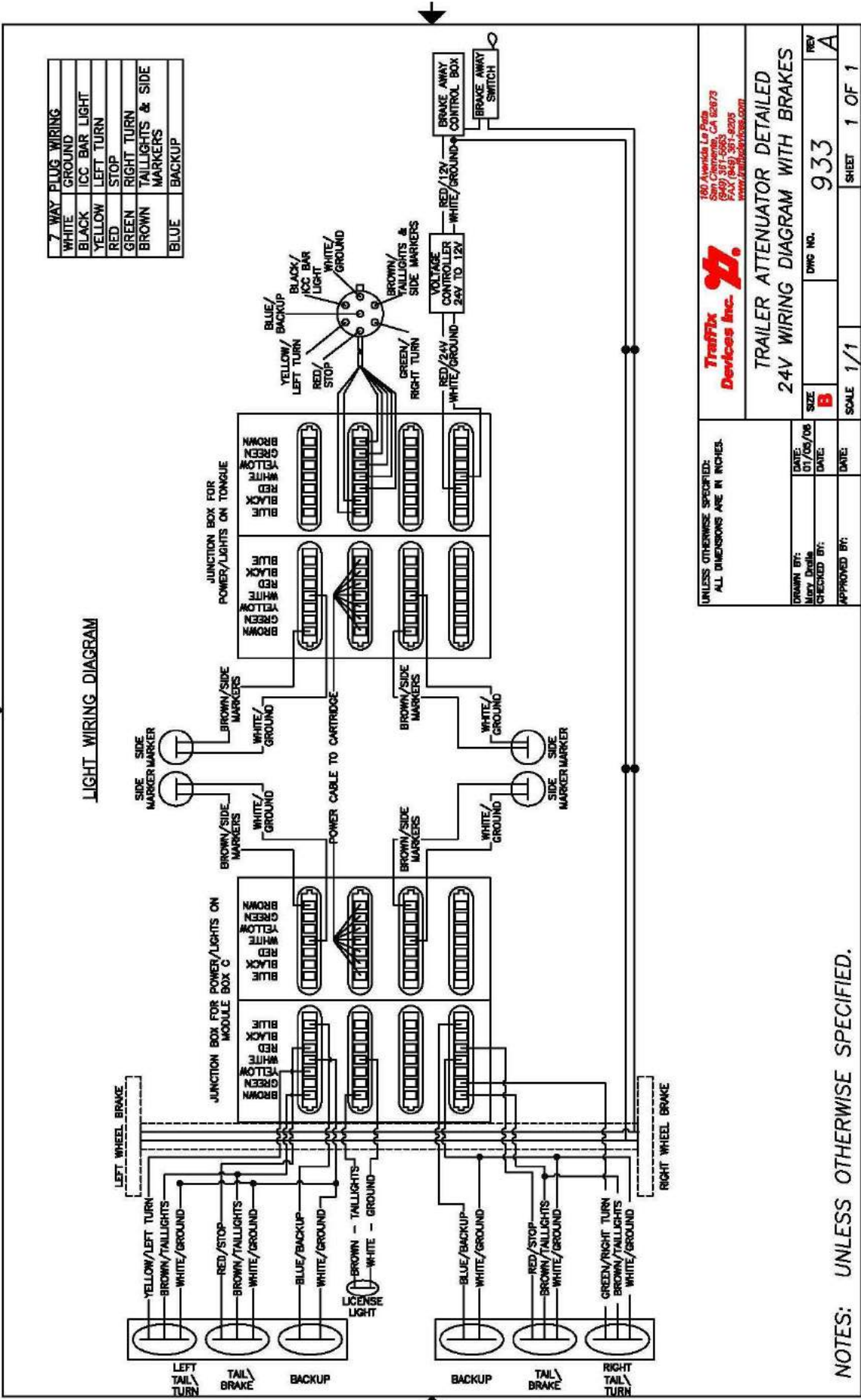
DRAWN BY: Mary Drollie	DATE: 12/04/07	SIZE B	DWG NO. 929	REV D
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APPROVED BY:	DATE:			

NOTES: UNLESS OTHERWISE SPECIFIED.

SCALE 1/1
SHEET 1 OF 1



NOTES: UNLESS OTHERWISE SPECIFIED.



7 WAY PLUG WIRING
WHITE GROUND
BLACK ICC BAR LIGHT
YELLOW LEFT TURN
RED STOP
GREEN RIGHT TURN
BROWN TAILLIGHTS & SIDE MARKERS
BLUE BACKUP

LIGHT WIRING DIAGRAM

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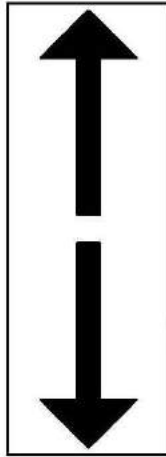
TRAILER ATTENUATOR DETAILED
24V WIRING DIAGRAM WITH BRAKES

DRAWN BY: Mary DeBils	DATE: 01/05/08	SIZE B	DWG NO. 933	REV A
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APPROVED BY:	DATE:			

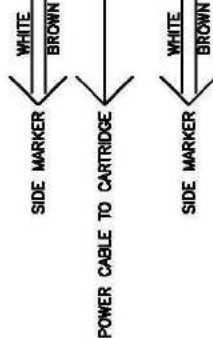
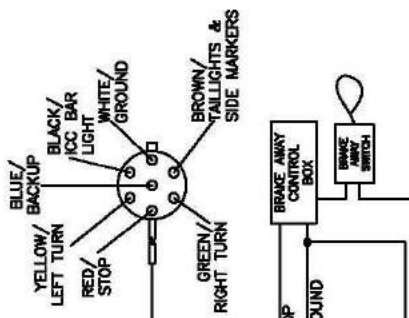
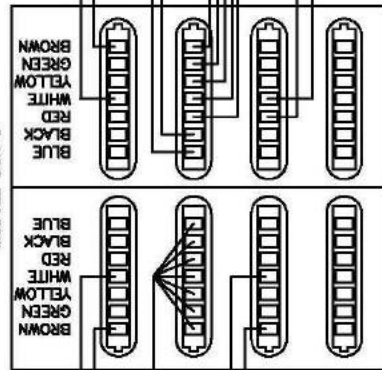
NOTES: UNLESS OTHERWISE SPECIFIED.

7 WAY PLUG WIRING
WHITE
BLACK
YELLOW
RED
GREEN
BROWN
BLUE

ARROWBOARD WIRING DIAGRAM



JUNCTION BOX FOR POWER/LIGHTS ON MODULE BOX C



BRAKE CABLE

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TRAILER ATTENUATOR WITH ARROWBOARD WIRING DIAGRAM

DRAWN BY: Mey. DeMa	DATE: 11/30/07	SIZE B	DWG NO. 940	REV —
CHECKED BY:	DATE:	SCALE 1/1	SHEET 1 OF 1	
APPROVED BY:	DATE:			

NOTES: UNLESS OTHERWISE SPECIFIED.

TA Limited Warranty

TraFFix Devices warrants to the purchaser that the Scorpion II Trailer Attenuator (TA) is free from any defects in materials and workmanship. If this product proves to be defective in material or workmanship during the period of this warranty, TraFFix Devices will repair or replace, at its option, the defective product free of charge. The period of this warranty is the one year period beginning from the date the purchaser puts the unit into service or one year from the date of purchase.

To obtain warranty service, the purchaser or distributor must first fill out a warranty authorization form and email same to TraFFix Devices to have our technical services department evaluate the problem and recommend repair procedures. **TraFFix Devices will then issue a signed warranty work approval form** to authorize the distributor or customer to repair or replace any items, which TraFFix Devices deems to have been defective. All replacement parts claimed to be defective will be invoiced at the time of shipment, and upon receipt and evaluation a credit memo will be issued.

This warranty does not extend to any failure of the Scorpion II TA caused by misuse, abuse or material alteration of this product, or any negligence in connection with the installation, service, or use of this product. For the correct installation, service, or use of this product refer to the installation manual, the operator's deployment instructions, and the operator's checklist.

Warranty Authorization Form

Company Name _____

Address _____

Phone/E-Mail _____

Name of Customer _____

Date _____

Serial number of TA near controller outlet: _____

List part numbers of replacement or repair items:

9. Describe the problem and reason for failure: _____

10. Email this form with any pictures. Then phone TraFFix Devices technical services.

Phone: (949) 361-5663

E-mail: orders@traffixdevices.com

Important Contact Information

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Southeast Territory

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Larry Hudoff

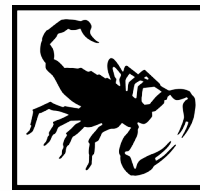
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Scorpion II®

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PAT #6,024,341 #6,581,992 B1 #6,926,324 B1 #7,243,964 B1
#7,438,337 B1 #6,092,959 #6,491,920D1

Engineered Products for Safer Highways

**Scorpion II® TL-3 Trailer Attenuator
MASH Tested, Passed and Eligible**



10002-TL3M-12TA
(Arrowboards, Uprights Sold Separately)

- The FIRST and ONLY Trailer Attenuator eligible for MASH, TL-3.
- FHWA Eligibility Letter, CC-138.
- Infinite weight tested and eligible allows the Scorpion II® Trailer to be used on heavy host vehicles (minimum 12,000 lbs.), with no upper weight limit.
- Scorpion II® remained attached to the host vehicle and pintle hook during all impact testing.
- Telescoping Anti-Rotational System (TARS) minimizes Scorpion II Trailer rotation during angled and offset impacts, preventing trailer separation from host vehicle.
- No additional hardware required for connection to host vehicle.
- The Scorpion II® proven modular design crushes in progressive stages allowing quick and economical replacement of damaged parts.
- LED Lights standard on all Scorpion II® Trailer Attenuators.
- The unique curved design gives full width protection to the back of the host vehicle and shields the deadly “coffin corners” of the truck.
- Rear axle placement improves trailer stability and prevents the tail from “bottoming out” on driveways and uneven surfaces.
- MASH tested and eligible with optional display panel, which can be easily attached to Scorpion II® Trailer Attenuator.

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PRODUCT BULLETIN



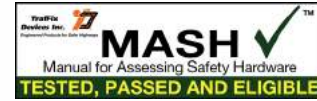
Scorpion II®

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PAT #6,024,341 #6,581,992 B1 #6,028,324 B1 #7,243,904 B1
#7,438,337 B1 #6,092,959 #6,491,920 B1

Scorpion II TL-3 Trailer Attenuator
MASH Tested, Passed and Eligible



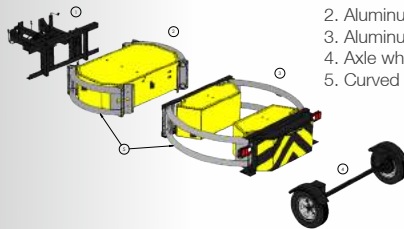
Scorpion II TL-3 Trailer Attenuator Specification

The Trailer Attenuator (TA) is a mobile crash cushion designed with a trailer tongue and axle/wheel that connects directly to the support vehicle's trailer connection and from a lunette eye on the attenuator. The TA can be used on support vehicles with a minimum actual/curb weight of 12,000 lbs with no upper weight limit (infinite weight). The TA has overall dimensions of 17.8 ft (5.4 m) x 8 ft (2.4 m) x 4.3 ft (1.3 m) with ground clearance of 12.0 in ± 1.0 in (305 mm ± 25 mm). The TA consists of three main components: the trailer tongue, front Strut, and rear Cartridge. The trailer tongue is positioned nearest to the support vehicle, the Strut is bolted to the tongue and Cartridge. The Cartridge is the rear most component, furthest away from the support vehicle. The trailer tongue acts as a standard single point connection under normal towing conditions. The trailer tongue is designed with an integral Telescoping Anti-Rotation System (TARS) that is activated when the TA is impacted. The forward sliding action occurs during an impact, upon completion of the full telescoping action the outboard anti-rotation supports come into contact with support vehicle frame plate which in turn prevents angular rotation about the rear of the host vehicle. The Strut consists of four outboard convex aluminum tubes forming an aluminum structural weldment. The aluminum structural weldments bolt directly to the TARS tongue and the rear Cartridge. The structural assembly encompasses the aluminum crush Module D. The Cartridge consists of four outboard convex aluminum tubes forming an aluminum structural weldment. The aluminum structural weldments bolt directly the Struts steel angles and rear trailer diaphragm. The TA uses a Cartridge Trailer Diaphragm with an axle/wheel attachment for towing the TA. The structural assembly encompasses the two-aluminum crush Module C's. Attached to the rear most end of the Cartridge is the single crush Module A.

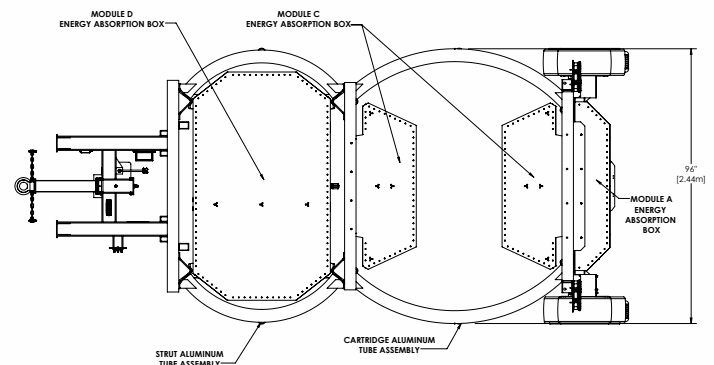
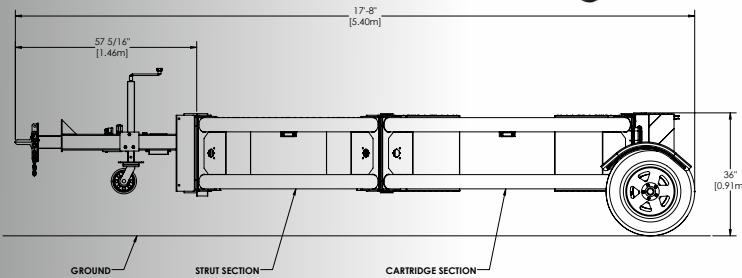


Scorpion II® TL-3 Trailer Attenuator with Display Panel Impacted by 5,006 lbs (2,271 kg) Pick-Up Truck

TL-3 SPECIFICATIONS	
Length:	17.8 ft (5.4 m)
Width:	7.8 ft (2.4 m)
Height from the ground:	12.0 in ± 1.0 in (304.8 mm ± 25.4 mm)



1. Steel tongue section including TARSTM
2. Aluminum strut section
3. Aluminum cartridge section
4. Axle wheel assembly
5. Curved re-directing aluminum tubes



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