

State of Nebraska - INVITATION TO BID ONE TIME PURCHASE

Date	1/9/23	Page	1 of 2
Solicitation Number	6754 OF		
Opening Date and Time	01/27/23 2:00 PM		
Buyer	JULIE DABYDEEN (AS)		

DESTINATION OF GOODS

NET - PAWNEE CITY
NE-99 NORTH OF BURCHARD, NE
CALL BOB VOS 308-991-7443 TO SCHEDULE
DELIVERY
LINCOLN NE 68503-1409

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

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

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

One Time Purchase to supply and deliver LED Red/White Obstruction Lighting System for K33AC Translator Tower to the State of Nebraska as per the attached specifications.

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

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

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

(1/5/23 sc)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	RED/WHITE OBSTRUCTION LIGHT SYSTEM - HARDWARE	1.0000	EA	<u>22,150⁰⁰</u>	<u>22,150⁰⁰</u>
2	INSTALLATION	1.0000	EA	<u>24,420⁰⁰</u>	<u>24,420⁰⁰</u>

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: NA % NA DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 90-120 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here 
(Authorized Signature Mandatory - Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR# 2305509
VENDOR: PRECISION COMMUNICATIONS LLC
Address: 506 INDUSTRIAL ROAD
GRAVE OLC 79349

Contact RON SCALFANI
Telephone 918-736-8084
Email pcic@pcitower.com

State of Nebraska - INVITATION TO BID ONE TIME PURCHASE

Date	1/9/23	Page	2 of 2
Solicitation Number	6754 OF		
Opening Date and Time	01/27/23 2:00 PM		
Buyer	JULIE DABYDEEN (AS)		

DESTINATION OF GOODS

NET - PAWNEE CITY
 NE-99 NORTH OF BURCHARD, NE
 CALL BOB VOS 308-991-7443 TO SCHEDULE
 DELIVERY
 LINCOLN NE 68503-1409

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	DISASSEMBLY/REMOVAL	1.0000	EA	<u>16,280⁰⁰</u>	<u>16,280⁰⁰</u>
4	FREIGHT	1.0000	EA	<u>500⁰⁰</u>	<u>500⁰⁰</u>



II. TERMS AND CONDITIONS

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

The Contractor should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. Upon notice of Intent to Award, the Contractor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Contractor's proposal. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

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

B. NOTIFICATION

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

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

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

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

C. NOTICE (POC)

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

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

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

H. VENDOR PERFORMANCE REPORT(S)

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

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the

default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

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

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

K. NON-WAIVER OF BREACH

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

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.

L. SEVERABILITY

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

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.

M. INDEMNIFICATION

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

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. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

N. ATTORNEY'S FEES

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

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.

O. ASSIGNMENT, SALE, OR MERGER

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

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

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

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

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

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

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.

R. CONFIDENTIALITY

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

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

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and

Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the solicitation response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PRICES

Prices quoted shall be net, F.O.B. Destination – Pre-Paid and Add for transportation and delivery charges to the destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the solicitation is cancelled.

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

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

F. COST CLARIFICATION

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

G. PERMITS, REGULATIONS, LAWS

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

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

H. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or with in one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

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

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

4. WORKERS' COMPENSATION INSURANCE

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

authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

5. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. State of Nebraska shall be included as additionally insured."	

6. EVIDENCE OF COVERAGE

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

Agency: Nebraska State Purchasing Bureau
 Attention: Julie Dabydeen
 1526 K Street Suite 130
 Lincoln NE 68508

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

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

7. DEVIATIONS

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

J. ANTITRUST

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

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

K. CONFLICT OF INTEREST

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

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

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

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

L. STATE PROPERTY

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

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

M. SITE RULES AND REGULATIONS

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

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

N. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods and services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

O. DRUG POLICY

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

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.

P. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Email invoices to accounting@nebraskapublicmedia.org. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves

the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. SCOPE OF WORK

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

A. SCOPE

It is the intent of this solicitation to issue a purchase order for the procurement and installation of a FAA-compliant Dual Medium-Intensity LED E2 Obstruction Lighting System per the attached specifications as a one-time purchase. It is expected that the awarded vendor will work in conjunction with the product manufacturer representatives to ensure that all installation is performed to the manufacturer's standards.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the (LED red/white obstruction lighting system for K33AC translator tower) whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the proposal for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the proposal document. If manufacturer's information necessary to show compliance with these specifications is not attached to the proposal document, the Contractor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the proposal.

K33AC TOWER SPECIFICATIONS AND REGISTRATION NUMBER

Tower is 464' Top of Steel, 499' Overall Height AG

Structure coordinates: 40-11-01.0N 96-21-05.0W (NAD 83)

Work Site/Tower located at the following physical address: NE Hwy-99 2.5 miles north of Burchard, NE 68323

Antenna Structure Registration Number: 1029927

The contractor will coordinate the system's power requirements and interface with site manager and/or site manager's licensed electrician for electrical connections for power and controller.

The installation scheduling and tower work shall be coordinated closely with the site manager and/or operations manager.

Upon completion of the project, the bidder shall provide tower profile schematic drawing showing locations of all wiring components including both wire support as well as flash head junction box locations, wire size, and color.

TESTING UPON COMPLETION:

Upon completion, the entire obstruction lighting system shall be thoroughly functionally tested and approved by the installing distributor/manufacturer and NPM before acceptance is given of the system and the work. Testing to be done in coordination between manufacturer, installing distributor, and subject to review and approval by site manager. System must be fully operational and FAA compliant upon completion of installation with all parties signing off on system acceptance.

VI. TECHNICAL SPECIFICATIONS

A. CONTRACTOR INSTRUCTIONS

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

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

"NO" response means the Contractor cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Contractor's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Contractor's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

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

C. TECHNICAL SPECIFICATIONS: K25OG TOWER LIGHTS

YES	NO	NO & PROVIDE ALTERNATIVE	
YES			1. Fully FAA compliant all-LED red/white obstruction lighting system for the NET K33AC 499-foot overall AGL broadcast tower. ASR # 1029927
YES			2. Bidder responsible for disassembly and removal off site of existing red incandescent obstruction lighting system and system control.
YES			3. New installation is to be consistent with style E2 in FAA Advisory Circular 70/7460-1M. This document can be found at https://www.faa.gov/documentLibrary/media/Advisory_Circular/Advisory_Circular_70_7460_1M.pdf

YES			4. The installation shall be performed by personnel either trained or supervised in installing LED Medium Intensity tower lighting systems.
YES			5. This installation must include all components necessary for a fully functional lighting system including ice protection.
YES			6. Existing electrical conduit is not intended to be reused. Contractor must include removal of old conduit and installation of new conduit.
YES			7. The contractor shall provide system operational training to customer personnel upon completion of system installation. This training shall include system overview information and complete operation and troubleshooting procedures, including documentation of same.
			8.
YES			9. The system base controller supplied shall provide functional control of all lighting modes and have the capability to program and operate the entire lighting system from local and remotely. Monitoring of each beacon and AOL shall be provided and will record and report operational EVENTS and ALARMS. The controller shall have Form C dry contacts for remote alarm annunciation, SNMP or HTTP, and an integrated display shall allow complete monitoring of each flash head and module status.
YES			10. Installation scheduling and tower work shall be coordinated closely with the site manager and/or operations manager on duty.
YES			11. Upon completion of project, bidder will provide a tower profile schematic drawing showing locations of all wiring components including both wire support as well as flash head junction box locations, wire size, and wire color.
YES			12. Testing to be done in coordination between manufacturer, installing distributor, and subject to review and approval by site manager. System must be fully operational and FAA compliant upon completion of installation with written sign off from all parties.
YES			13. The contractor will coordinate the system's power requirements and interface with NPM and/or NPM's licensed electrician for electrical connections for tower power and controller.
YES			14. The Contractor must also provide system operational training to site manager upon completion of system installation. Training must include system overview information and complete operation and troubleshooting procedures, including documentation.
NOTES/COMMENTS:			

D. TECHNICAL SPECIFICATION: TOWER LIGHTING INSTALLATION CREW

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

Y			5. Contractor's crew adheres to OSHA's best recommended practices: https://www.osha.gov/Publications/OSHA3877.pdf
Y			6. For bidding distributor(s) provide name of Tower Installation Crew company that will be used for this project: SELF-PRECISSION IS A CERTIFIED DIALIGHT INSTALLER
Y			7. For bidding tower company(s) provide name of Distributor that will be used for this project: SELF-PRECISSION IS AN AUTHORIZED DIALIGHT DISTRIBUTOR
NOTES/COMMENTS:			

E. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
Y			1. Delivery desired within ninety (90) days and complete installation required one hundred twenty (120) days after delivery. At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
NOTES/COMMENTS:			

F. DELIVERY LOCATIONS / INSTRUCTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
Y			1. K33AC translator site: 2.5 miles north of Burchard, NE on State highway 99, Coordinates (40-13-11.0N 095-39-56.0W)
Y			2. Contact Operations Manager Robert Vos at 308-991-7443 at least three (3) business days prior to delivery.
Y			3. Contractor will be expected to provide equipment and crew necessary for delivery and/or off-loading of product(s.) Site manager will not provide equipment or crew for off-loading products at site.
Y			4. No loading dock at site.
NOTES/COMMENTS:			

G. PACKAGING

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

H. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
Y			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.
Y			2. A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this proposal invitation.
Y			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

I. GRAY MARKET PRODUCTS PROHIBITION

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

J. WARRANTY

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

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

NOTES/COMMENTS:

Form A
Contractor Contact Sheet
Invitation To Bid Number 6754 OF

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

Preparation of Solicitation Contact Information	
Contractor Name:	PRECISION COMMUNICATIONS LLC
Contractor Address:	506 INDUSTRIAL ROAD GROVE OK 74344
Contact Person & Title:	RON SCALFANI DIR of ENGINEERING
E-mail Address:	rci@pcitower.com
Telephone Number (Office):	918-786-8084
Telephone Number (Cellular):	918-964-1128
Fax Number:	918-786-8827

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

Communication with the State Contact Information	
Contractor Name:	SAME AS ABOVE
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	



Letter of Transmittal

ITB 6754 OF Light System K33AC Translator Tower

State of Nebraska
State Purchasing Bureau
C/O Julie Dabydeen
1526 K Street, Suite 130
Lincoln, NE 68508

Greetings,

Thank you for the opportunity to submit this proposal to provide materials and installation of a LED Red/White obstruction lighting system and decommission of the existing system for the K33AC Translator tower. Precision Communications is a premier broadcast tower service company and a distributor of Dialight obstruction lighting products and a certified Dialight installer.

Since completing the KUON lighting system replacement in 2021, we have completed almost a dozen more installations throughout the country. A big factor in our on site success is the pre-installation testing we do in house. Once we receive in the lighting system, we wire it up, program it to its needed configuration and burn test it for at least 24 hours, ensuring no issues with the photocell workings as the controls switch between day, twilight and night modes. We also document the part numbers of the individual components for long term warranty. And this greatly streamlines the installation for our field technicians.

We are grateful for the opportunity to submit this turnkey proposal for the scope of work outlined below. Please let us know if you have any follow-up questions with regards to this proposal submission.

Ron Scalfani
Director of Engineering
Precision Communications

Scope of Work

New Dialight E2 Avian Compliant Lighting System Lighting System with INEM- \$22,150

- Precision Communications will provide a fully FAA compliant all-LED red/white obstruction lighting system for the K33AC broadcast tower. We will install a Dialight Vigilant LED Medium Intensity L864/L865 FAA compliant E2 avian lighting kit including the Integrated Network Card with Embedded Monitoring (INEM) module. The installation will be performed by highly trained personnel in both installing LED Medium Intensity tower lighting systems and all other tower related services.

A technical overview of materials and systems components is provided in ITB 6754 of Precision Communications File 4 of 4

Installation of New Dialight E2 Avian Compliant Lighting System- \$22,420

- Precision Communications will install new lighting system on the K33AC translator tower. The installation will be performed by highly trained personnel in both installing LED Medium Intensity tower lighting systems and all other tower related services.

Disassembly/Removal Existing - \$16,280

- While onsite and rigged, Precision Communications will remove and dispose of the existing lighting system and all its components on the K33AC tower.

Freight- \$500

- Precision Communications will provide for the shipment of the new lighting kit to the K33AC site.

Warranty

- In addition to the warranty as stated in the ITB, at the end of the first year of service, a “parts only” warranty will extend an additional four years (labor and freight not included).

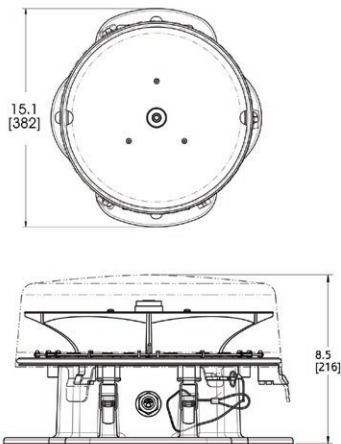
Other

- Precision crew will be working under a written rigging plan and following OSHA best practices, as well as industry safety standards. Precision Safety manual and protocols are available upon your request.
- Precision Communications will provide system operational training to customer upon completion of project. Training will include overview, troubleshooting, and documentation.
- Precision Communications to provide a tower schematic drawing showing locations of all wiring components, junction box locations, wire size, and wire color.
- Precision Communications will provide testing of system and ensure system is fully operational.

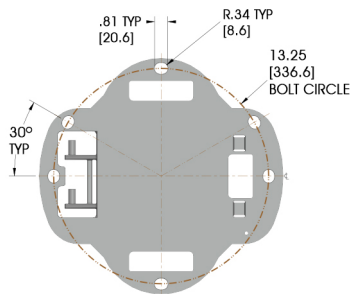
Total Turnkey Price-\$63,350

Vigilant® LED Medium Intensity System L-864 / L-865

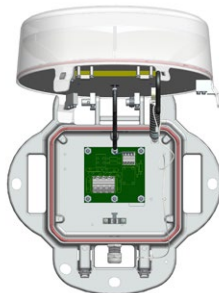
Medium Intensity (Red / White) System - Infrared (IR) or GPS models available



Dimensions in inches [mm]



Flip top design for simple installation



Certifications & Compliance

- FAA AC 150/5345 - 43H
- FAA EB No. 67D
- IP66
- Transport Canada Standard 621
- ICAO Annex 14
- DGAC Mexico

Features & Benefits

- 5 year warranty
- ETL verified to FAA standards
- Superior surge and lightning protection
- Patented optics for minimal down light / ground scatter
- Remote monitoring options available
- Integrated controller with LCD backlit display
- Universal 120–277 VAC input or 48 VDC input
- IP66/NEMA 4X outdoor rated enclosure
- GPS synchronized controller available
- Provisions for padlock on the enclosure

Cable

- Recommended UV rated 4 conductor cable with metal foil and braid. 14AWG (2.08 mm²) for lengths up to 680' (207 m) or 12AWG (3.31 mm²) for lengths above 680' (207 m).
- Complete kits available: D1, E1, E1+1, E2, D2, E2+1 and D2+1

Technical Information:

Flash head weight:	21 lbs (9.5 kg)
Operating voltage:	120-277 VAC 50/60 Hz or 48 VDC power factor corrected supply
Supply voltage ranges:	Nominal ± 10%
Effective intensity:	White Day - 20,000 cd White Night - 2,000 cd Red Night - 2,000 cd
Flash head power:	White Day - 36 W (system = 75 w) White Night - 4 W (system = 10 w) Red Night - 12 W (system = 25 w)
Power factor:	> 0.9
Operating temperature:	-40 °F to +131 °F (-40 °C to +55 °C)
Synchronization:	Multiple unit sync from single controller
All values typical unless otherwise stated (tolerance ± 10%)	

US Patents: #7,208,881 | #7,568,821 | #7,604,380 | #7,777,424 | #9,423,086 | #9,476,548 | #9,581,309

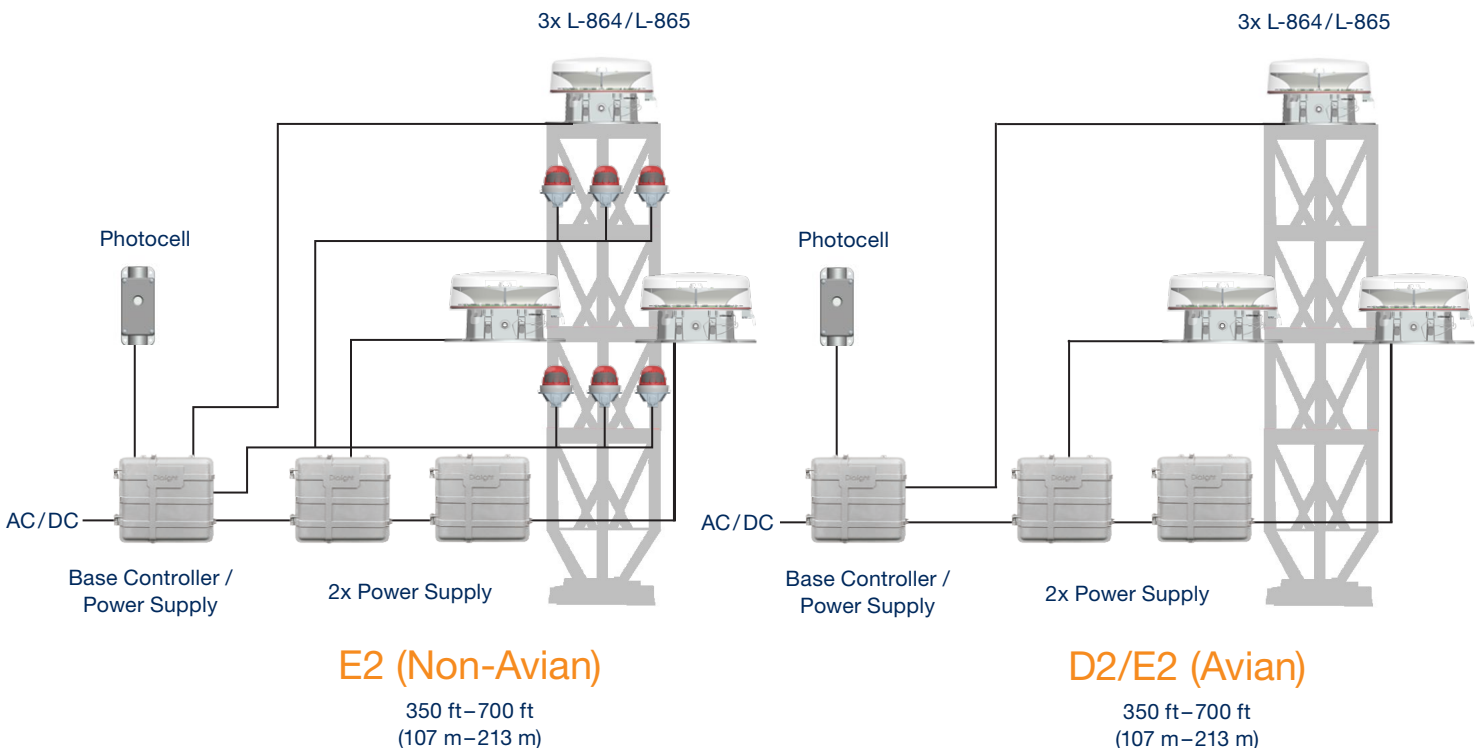
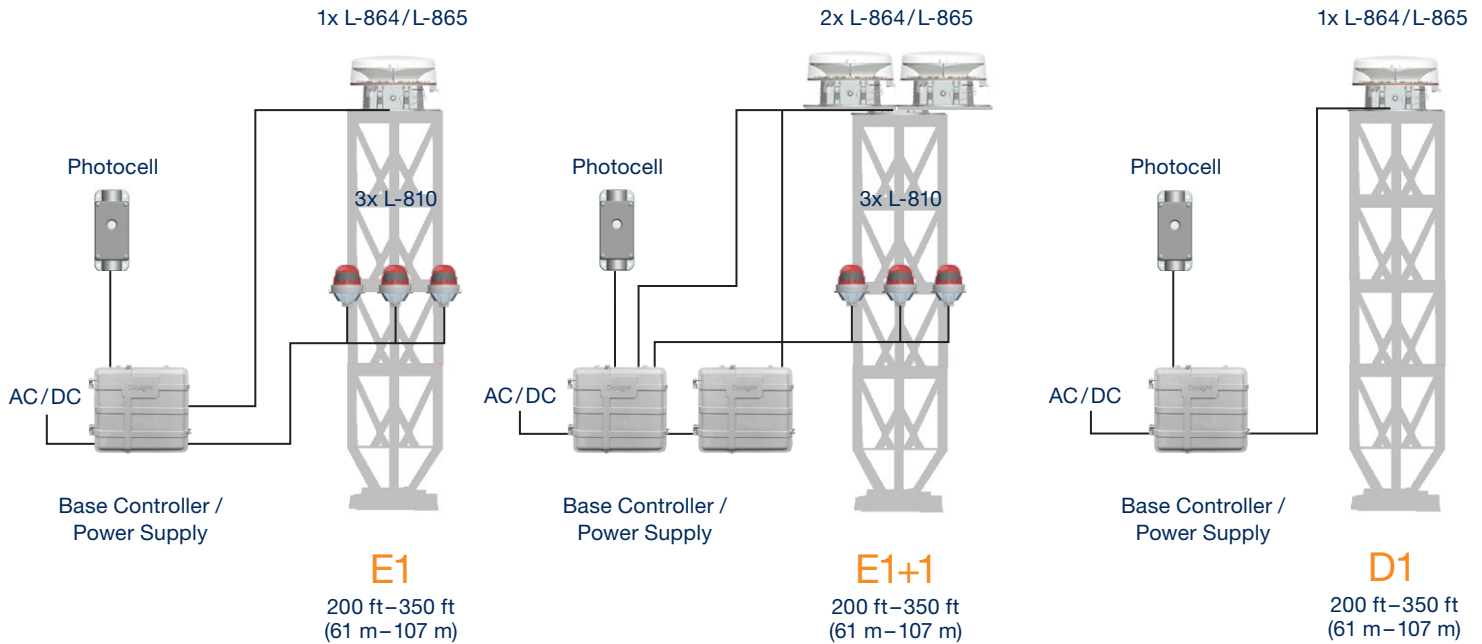
Vigilant® LED Medium Intensity System L-864 / L-865

Medium Intensity (Red / White) System - Infrared (IR) or GPS models available

FAA Type D & E

Application

Dialight's LED based dual (Red/White) obstruction system is ideal for D & E style FAA communication tower types and can be used to mark other structures as well. The operation of the lights is configurable and fully monitored. The side markers can be run in steady burn or flashing mode. The lights are ETL verified to the FAA requirements.



Vigilant® LED Medium Intensity System L-864 / L-865

Medium Intensity (Red / White) System - Infrared (IR) or GPS models available

LED Flash Head (L-864 / L-865)

Part Number	Description
D1RWFH409	Dual Red/White Medium Intensity Flash Head
D1CWFH409	Dual Red/White Medium Intensity Flash Head w/ IR*

LED Side Markers L-810 & L-810 (F)

Input	Part Number	Description
12-48 VDC	RTO1R18001	L-810 Low Intensity Side Marker: DC Input
12-48 VDC	RTOCR08001	L-810 Low Intensity Side Marker w/ IR: DC Input*

Controllers

Input	Part Number	Description
120-277 VAC	D1RWCTR409	Dual Red/White Medium Intensity Controller: AC Input
120-277 VAC	D1CWCTR409	Dual Red/White Medium Intensity Controller w/ IR: AC Input
120-277 VAC	D1RWCTR409GPS	Dual Red/White Medium Intensity Controller GPS: AC Input
48 VDC	D1RWCTR449	Dual Red/White Medium Intensity Controller: DC Input
48 VDC	D1CWCTR449	Dual Red/White Medium Intensity Controller w/ IR: DC Input

Power Supply

Input	Part Number	Description
120-277 VAC	D1RWPS9409	Dual Red/White Medium Intensity Power Supply: AC Input
120-277 VAC	D1CWPS9409	Dual Red/White Medium Intensity Power Supply w/ IR: AC Input
48 VDC	D1RWPS9449	Dual Red/White Medium Intensity Power Supply: DC Input
48 VDC	D1CWPS9449	Dual Red/White Medium Intensity Power Supply w/ IR: DC Input

Photocell

Part Number	Description
D2566000PEC	Photocell: Single 3/4" NPT Entry
D2566001PEC	GPS System Photocell: Two 3/4" NPT Entries

GPS Antenna

Part Number	Description
D1RWANT01	GPS Antenna

Cable

Tower Height	Description
up to 680ft (207 m)	14 AWG (2.08mm ²) UV rated 4 conductor cable with metal foil and braid
above 680ft (207 m)	12 AWG (3.31 mm ²) UV rated 4 conductor cable with metal foil and braid

*Optically compliant to FAA Engineering Brief 98

** Intertek verified FAA compliant system numbers D1xWC1xx09SYS (System numbers not for order).



Application

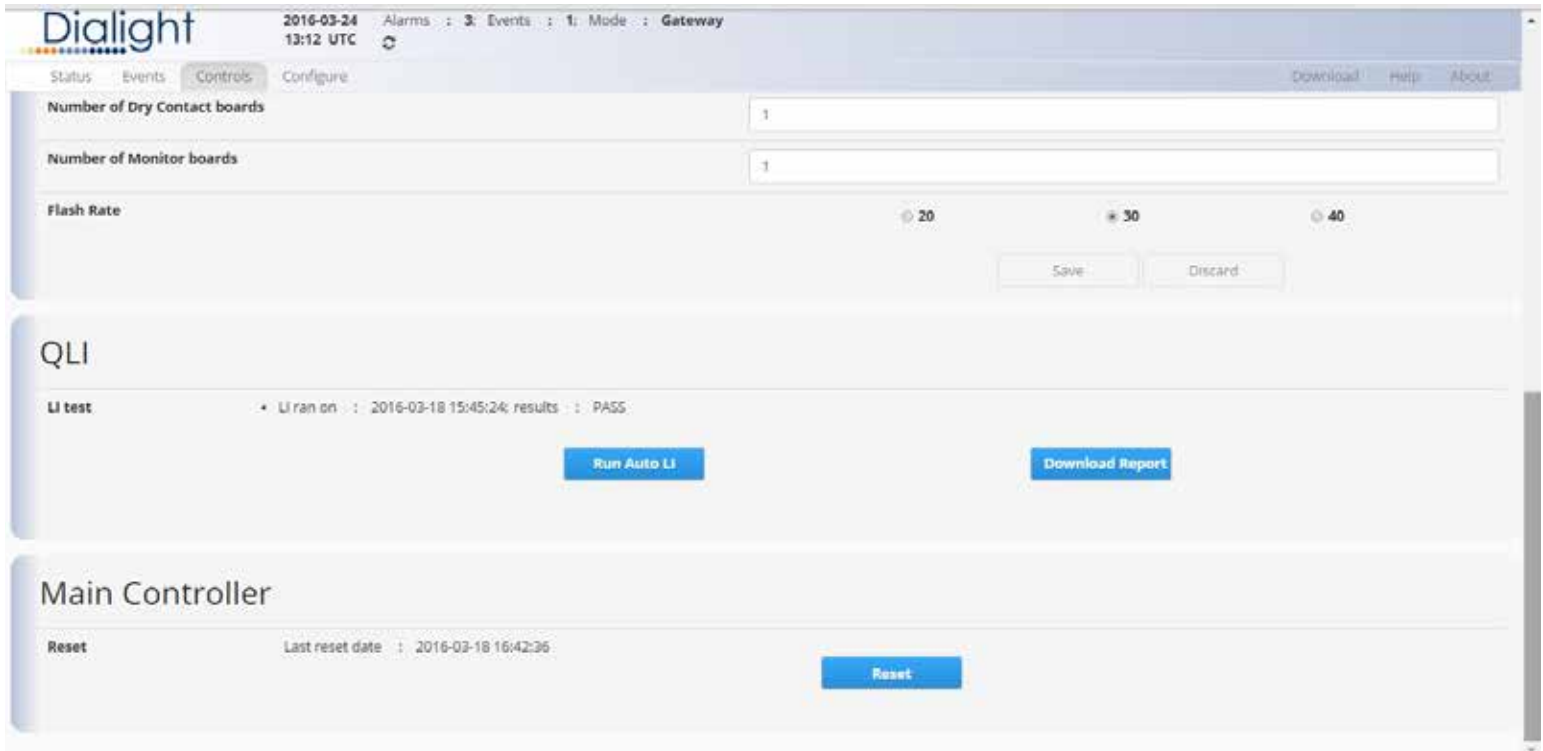
Dialight's Integrated Network Card with Embedded Monitoring (INEM) operates in conjunction with the red (L-864 / L-810) or dual (L-864 / L-865) medium intensity controllers. INEM is an Ethernet / cellular based monitoring system allowing for remote control and monitoring via cloud based software. INEM is offered with wireless modem connectivity and SNMP traps as well.

Features & Benefits

- Web interface to configure and control lighting system
- User friendly Graphical User Interface (GUI)
- Optional cellular modem
- Remote lighting inspections
- Remote system programming for software updates
- Alarm / event logging
- Data reports
- Seem-less switching between Ethernet and wireless modem connectivity based on availability
- Local wifi to access / configure system - pending
- Provisions for battery back up connectivity with low voltage disconnect

INEM Control and Monitoring System





Remote or On-Site Web Interface Provides:

- Lighting system status and diagnostics
- Configuration options
- Control of lighting system
- Ability to change modes
- Initiation of lighting inspections
- Data reports

Part Number	Description	Voltage
DNEM-01N	INEM control / monitoring system	120 - 240V AC
DNEM-04N	INEM control / monitoring system	+/- 48V DC

...Dialight



Dialight Obstruction LED Solutions

High, Medium & Low Intensity Products



APRIL 2019

DIALIGHT IS THE INNOVATION AND MARKET LEADER IN **LED OBSTRUCTION SOLUTIONS** FOR MORE THAN 20 YEARS

TRUSTED

Every Dialight LED Obstruction system is fully certified and compliant with FAA, ICAO, and international standards, for dependability and performance you can trust.



DIFFERENTIATED

Dialight offers the industry's most comprehensive, energy-efficient and reliable line of LED-based obstruction solution systems in the world. Our precision patented optics ensure maximum safety with minimal ground scatter for community-friendly illumination.



CONVENIENT

Dialight systems offer a small, light-weight flash head for ease of installation, while our low-maintenance fixtures virtually eliminate tower climbs and unplanned site visits for years, dramatically reducing maintenance costs and non-compliance risk.



INTELLIGENT

Dialight controlled LED Obstruction solutions can be seamlessly integrated into existing operation and control centers while providing additional valuable information, both locally and remotely.



FEATURES & BENEFITS

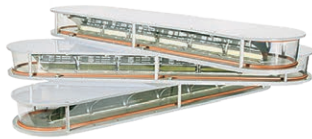
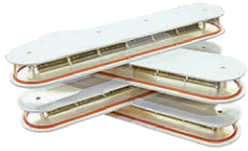
- 5 year warranty
- Resistant to shock and vibration
- High impact polycarbonate lens with UV, scratch and chemical resistant coating
- Reduction in tower climbs for lower maintenance costs/unplanned site visits
- Smallest flash head in the industry
- Community friendly lighting system utilizing patented optics

Dialight's LED Technology Innovations Over the Years

First ever FAA certified LED obstruction light

Vigilant® LED Based L-864/L-856 High Intensity System

Vigilant® LED Based L-810 Red Obstruction Light



2011 (White)

Current (Red/White)

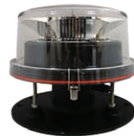


1999

Current



Vigilant® LED Based L-864 Red Beacon



2001

Current



Vigilant® LED Based L-864/L-865 Flashing Dual (Red/White) System

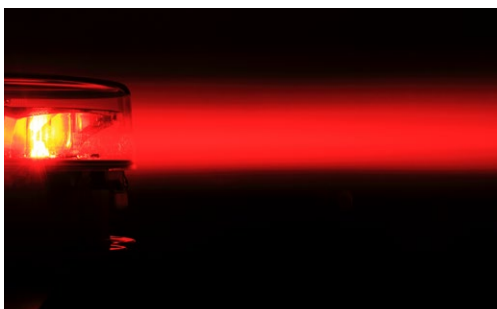


2007

Current

Patented Optics

Minimum ground scatter for a "community-friendly" lighting system



Dialight Timeline

First ever FAA certified LED:

1999	2001	2007	2011	2012
L810	L864	L864/L865	L856	L864/L856

Dialight (LSE: DIA.L) is leading the energy efficient LED lighting revolution around the world for industrial and hazardous areas as well as for transportation and infrastructure applications. For 40 years we have been committed to the development of LED lighting solutions that enable organizations to vastly reduce energy use and maintenance needs, improve safety, ease disposal and reduce CO2 emissions.

Table of Contents



High Intensity Products

Vigilant® D266 LED High Intensity System L-864/L-865

4–5



Medium Intensity Products

Vigilant® D1RW LED Medium Intensity System L-864/L-865

6–8

Vigilant® D5R LED Medium Intensity L-864

9–10



Low Intensity Products

Vigilant® RTO LED Low Intensity L-810

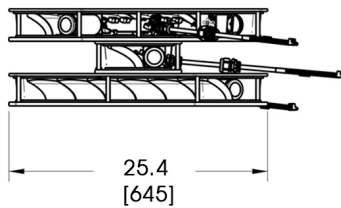
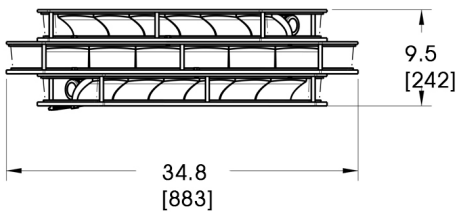
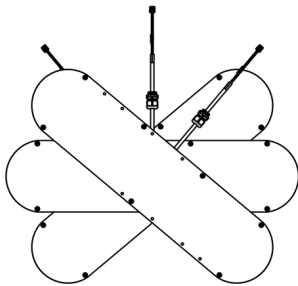
11

Vigilant® 860 LED Low Intensity L-810

12

Vigilant® LED High Intensity System L-864 / L-856

High Intensity (Red / White) System



Dimensions in inches [mm]

Certifications & Compliance

- FAA AC 150/5345 - 43H
- FAA EB No. 67D
- IP66
- Transport Canada Standard 621
- ICAO Annex 14
- DGAC Mexico

Features & Benefits

- 5 year warranty
- ETL verified to FAA standards
- Superior surge and lightning protection
- Controller can be mounted at the base of the structure
- IP66/NEMA 4X outdoor rated enclosures
- Low power consumption
- IP66 rated light fixtures
- Impact and vibration resistant
- Provision for padlock on the enclosure
- Patented optics for minimal down light/ground scatter
- Dry contacts for alarm monitoring/status
 - › Photocell alarm
 - › Sync alarm
 - › White mode alarm
 - › Red mode alarm
 - › Communication
 - › Operation mode (day/night)
 - › Power fail

Technical Information:

- Flash head weight:** 63 lbs (30 kg)
- Operating voltage:** 208–277 VAC 50/60 Hz
- Effective intensity:**
 - White Day - 270,000 cd
 - White Twilight - 20,000 cd
 - White Night - 2,000 cd
 - Red - 2,000 cd
- Wattage:**
 - White Day - 220 W
 - White Twilight - 40 W
 - White Night - 30 W
 - Red - 30 W
- Power factor:** > 0.9
- Ambient temperature:** -40 °F to +131 °F (-40 °C to +55 °C)
- Synchronization:** Multiple unit sync from single controller

All values typical unless otherwise stated (tolerance ± 10%)

US Patents: #7,281,821 | #9,423,086 | #9,581,309 (other patents pending)

Part Number	Description	Voltage	Certification/Compliance
D266-A57-270	Flash head (120°) and power supply	208–277 VAC	FAA/TC/ICAO
D266-A57-CTRAC	Base controller w/ display	208–277 VAC	FAA/TC/ICAO
D256-6000-PEC	Day/Twilight/Night photocell w/ enclosure and 3/4 inch conduit entry	—	FAA/TC/ICAO
D266KITSTDAOL	Aviation obstruction light (AOL) & power supply kit for FAA, Types C & F	208–277 VAC	FAA/TC/ICAO

*Intertek verified FAA compliant system number D266A57SYS (system number not for order)

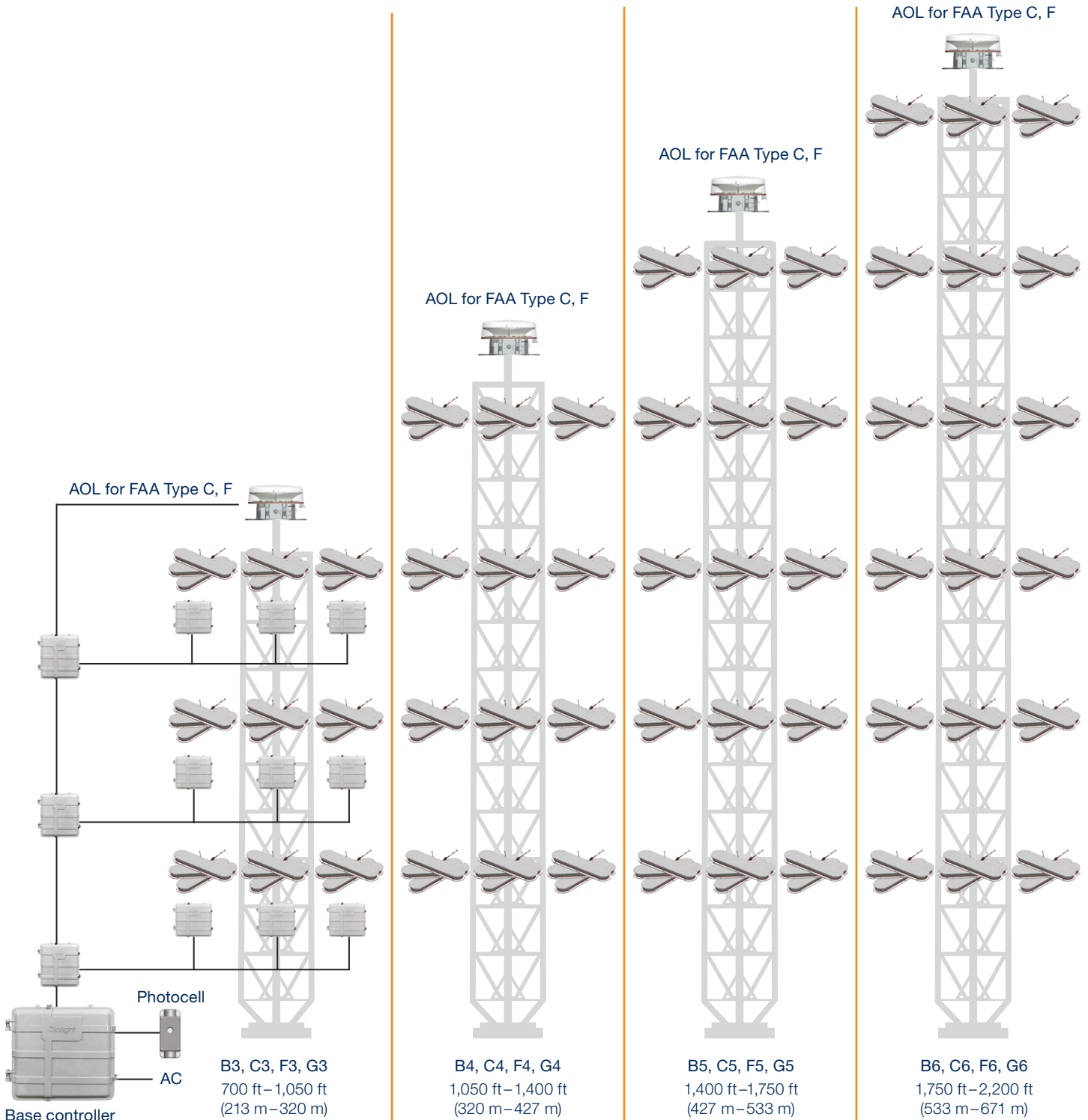
Vigilant® LED High Intensity System L-864 / L-856

High Intensity (Red / White) System

FAA Type B, C, F & G

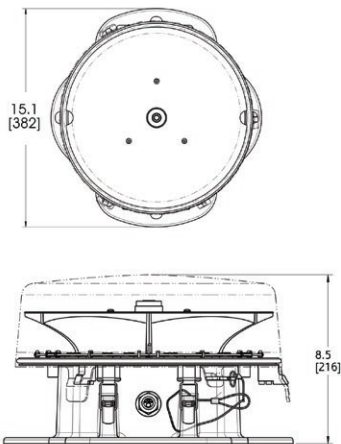
Application

The Dialight Vigilant® High Intensity Red/White System is the first all LED L-864 / L-856 unit designed for the lighting of communication towers, chimneys, smoke stacks, broadcast towers and other tall obstructions to aerial navigation, as specified by the FAA and ICAO.

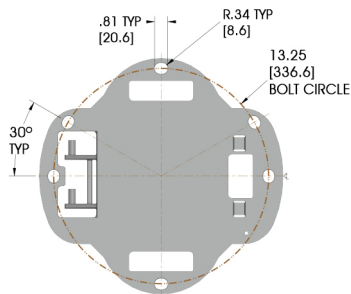


Vigilant® LED Medium Intensity System L-864 / L-865

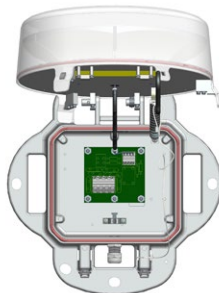
Medium Intensity (Red / White) System - Infrared (IR) or GPS models available



Dimensions in inches [mm]



Flip top design for simple installation



Certifications & Compliance

- FAA AC 150/5345 - 43H
- FAA EB No. 67D
- IP66
- Transport Canada Standard 621
- ICAO Annex 14
- DGAC Mexico

Features & Benefits

- 5 year warranty
- ETL verified to FAA standards
- Superior surge and lightning protection
- Patented optics for minimal down light / ground scatter
- Remote monitoring options available
- Integrated controller with LCD backlit display
- Universal 120–277 VAC input or 48 VDC input
- IP66/NEMA 4X outdoor rated enclosure
- GPS synchronized controller available
- Provisions for padlock on the enclosure

Cable

- Recommended UV rated 4 conductor cable with metal foil and braid. 14AWG (2.08 mm²) for lengths up to 680' (207 m) or 12AWG (3.31 mm²) for lengths above 680' (207 m).
- Complete kits available: D1, E1, E1+1, E2, D2, E2+1 and D2+1

Technical Information:

Flash head weight:	21 lbs (9.5 kg)
Operating voltage:	120-277 VAC 50/60 Hz or 48 VDC power factor corrected supply
Supply voltage ranges:	Nominal ± 10%
Effective intensity:	White Day - 20,000 cd White Night - 2,000 cd Red Night - 2,000 cd
Flash head power:	White Day - 36 W (system = 75 w) White Night - 4 W (system = 10 w) Red Night - 12 W (system = 25 w)
Power factor:	> 0.9
Operating temperature:	-40 °F to +131 °F (-40 °C to +55 °C)
Synchronization:	Multiple unit sync from single controller
All values typical unless otherwise stated (tolerance ± 10%)	

US Patents: #7,208,881 | #7,568,821 | #7,604,380 | #7,777,424 | #9,423,086 | #9,476,548 | #9,581,309

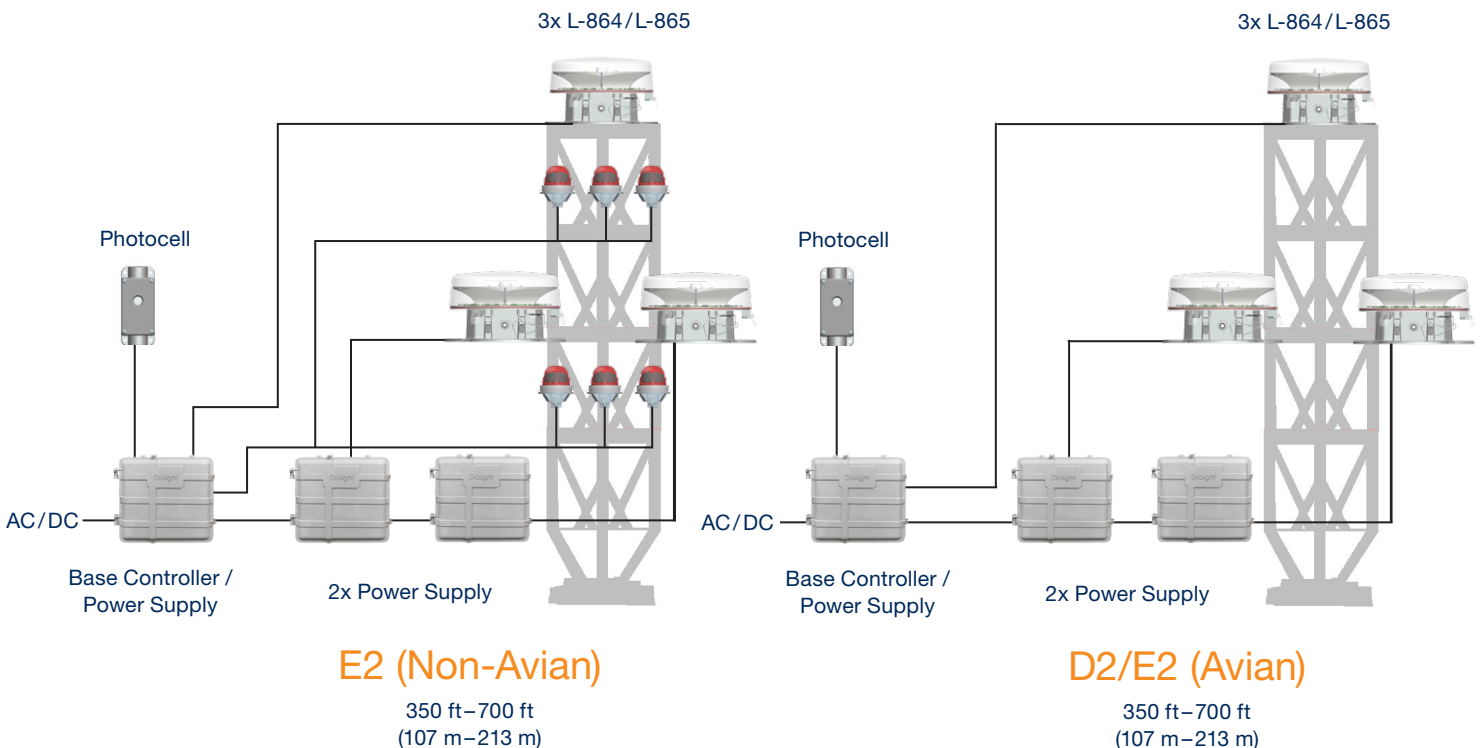
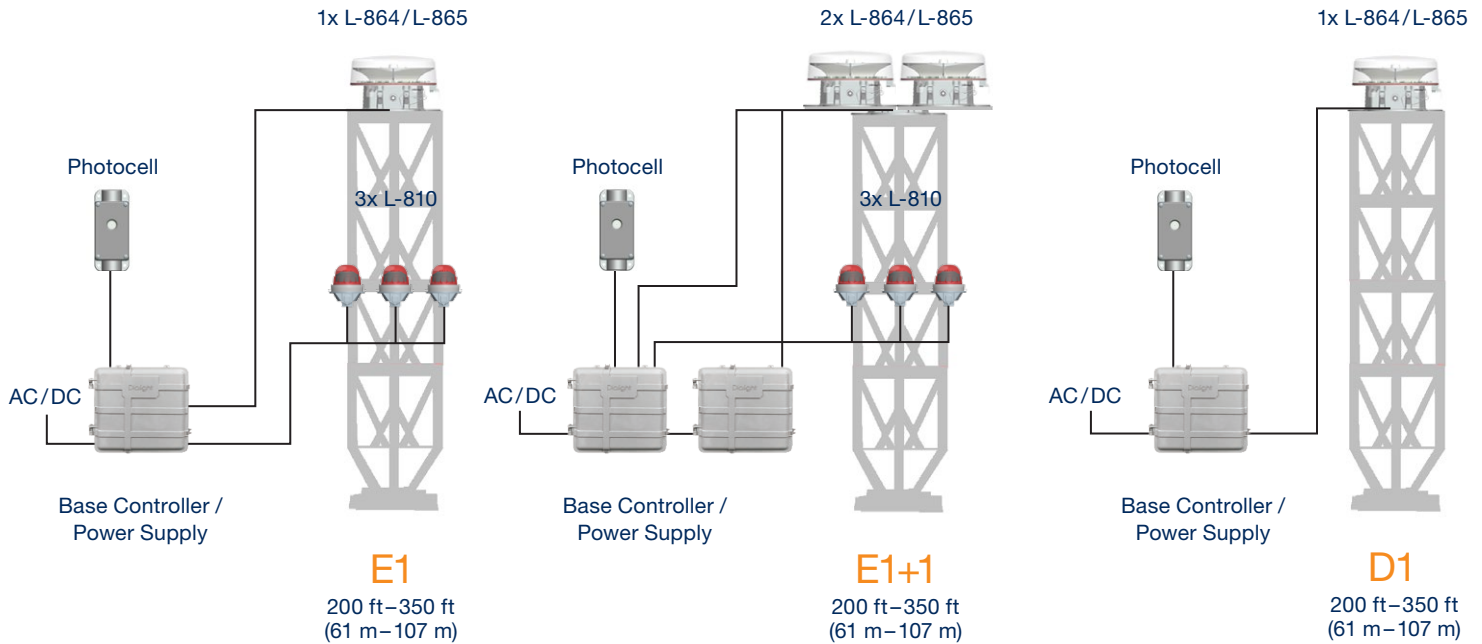
Vigilant® LED Medium Intensity System L-864 / L-865

Medium Intensity (Red / White) System - Infrared (IR) or GPS models available

FAA Type D & E

Application

Dialight's LED based dual (Red/White) obstruction system is ideal for D & E style FAA communication tower types and can be used to mark other structures as well. The operation of the lights is configurable and fully monitored. The side markers can be run in steady burn or flashing mode. The lights are ETL verified to the FAA requirements.



Vigilant® LED Medium Intensity System L-864 / L-865

Medium Intensity (Red / White) System - Infrared (IR) or GPS models available

LED Flash Head (L-864 / L-865)

Part Number	Description
D1RWFH409	Dual Red/White Medium Intensity Flash Head
D1CWFH409	Dual Red/White Medium Intensity Flash Head w/ IR*

LED Side Markers L-810 & L-810 (F)

Input	Part Number	Description
12-48 VDC	RTO1R18001	L-810 Low Intensity Side Marker: DC Input
12-48 VDC	RTOCR08001	L-810 Low Intensity Side Marker w/ IR: DC Input*

Controllers

Input	Part Number	Description
120-277 VAC	D1RWCTR409	Dual Red/White Medium Intensity Controller: AC Input
120-277 VAC	D1CWCTR409	Dual Red/White Medium Intensity Controller w/ IR: AC Input
120-277 VAC	D1RWCTR409GPS	Dual Red/White Medium Intensity Controller GPS: AC Input
48 VDC	D1RWCTR449	Dual Red/White Medium Intensity Controller: DC Input
48 VDC	D1CWCTR449	Dual Red/White Medium Intensity Controller w/ IR: DC Input

Power Supply

Input	Part Number	Description
120-277 VAC	D1RWPS9409	Dual Red/White Medium Intensity Power Supply: AC Input
120-277 VAC	D1CWPS9409	Dual Red/White Medium Intensity Power Supply w/ IR: AC Input
48 VDC	D1RWPS9449	Dual Red/White Medium Intensity Power Supply: DC Input
48 VDC	D1CWPS9449	Dual Red/White Medium Intensity Power Supply w/ IR: DC Input

Photocell

Part Number	Description
D2566000PEC	Photocell: Single 3/4" NPT Entry
D2566001PEC	GPS System Photocell: Two 3/4" NPT Entries

GPS Antenna

Part Number	Description
D1RWANT01	GPS Antenna

Cable

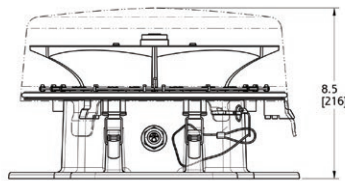
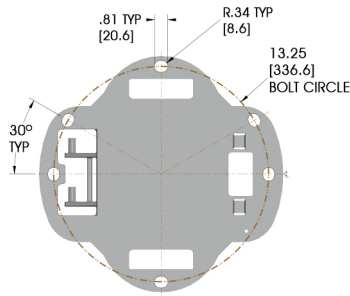
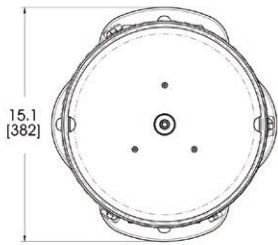
Tower Height	Description
up to 680ft (207 m)	14 AWG (2.08mm ²) UV rated 4 conductor cable with metal foil and braid
above 680ft (207 m)	12 AWG (3.31 mm ²) UV rated 4 conductor cable with metal foil and braid

*Optically compliant to FAA Engineering Brief 98

** Intertek verified FAA compliant system numbers D1xWC1xx09SYS (System numbers not for order).

Vigilant® LED Based L-864

Medium Intensity (Red) Beacon - Infrared (IR) models available



Dimensions in inches [mm]

Certifications & Compliance

- FAA AC 150/5345 - 43H
- FAA EB No. 67D
- IP66
- Transport Canada Standard 621
- ICAO Annex 14
- DGAC Mexico

Features & Benefits

- 5 year warranty
- ETL verified to FAA standards
- Superior surge and lightning protection
- Patented optics for minimal down light/ground scatter
- IP66/NEMA 4X outdoor rated enclosures
- Remote monitoring options available
- Provisions for padlock on the enclosure
- 6kV of surge protection
- Shock and vibration resistant

Technical Information:

Flashhead weight:	18 lbs (8.2 kg)
Flash rate:	20, 30, or 40 (±1%)
Effective intensity:	2,000 cd
Wattage:	3.3 W (16.7% duty circle) - standard 7.0 W (16.7% duty circle) - IR models 20 flashes per minute with 0.5 sec. on time
Operating temperature:	-40 °F to +131 °F (-40 °C to +55 °C)
Power factor:	> 0.9
All values typical unless otherwise stated (tolerance ±10%)	

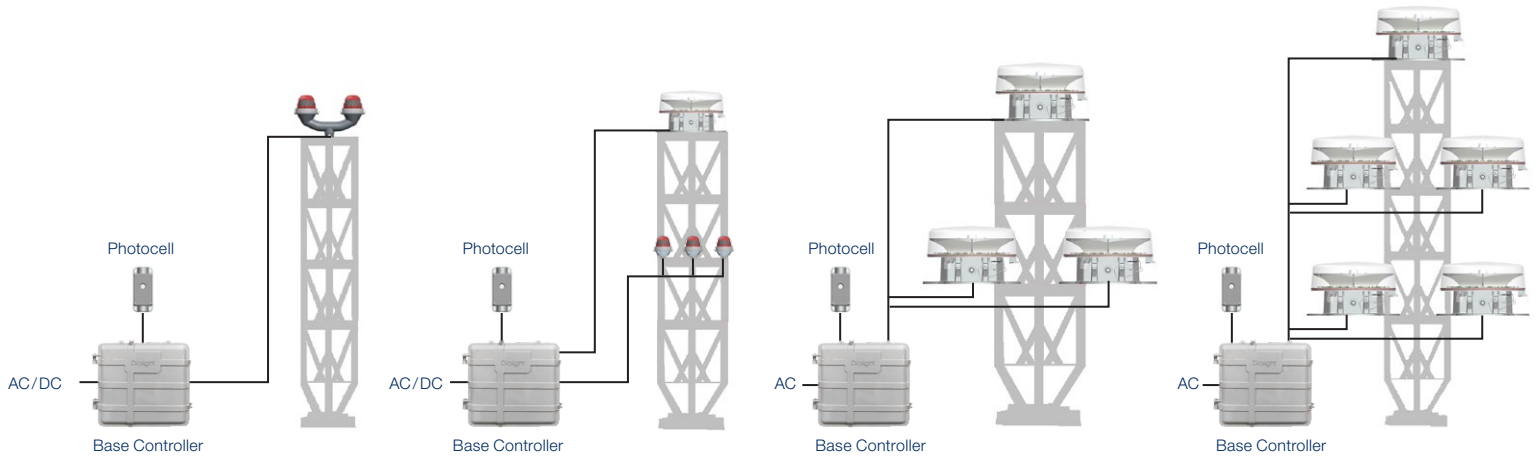
US Patents: # 7,281,821 | #7,568,821 | #9,423,086 | #9,423,086 | #9,476,548
#9,581,309 (other patents pending)

Part Number	Description	Notes	Certification / Compliance
Standard Models			
D564A13001	L-864 Red Beacon	120-240 VAC	FAA (TC) L-864
D564A54001	L-864 Red Beacon	24-48 VDC	FAA (TC) L-864
RTO1R07001	L-810 Low Intensity Side Marker - single	120-240 VAC	FAA (TC) L-810
RTO1R07002	L-810 Low Intensity Side Marker - double	120-240 VAC	FAA (TC) L-810
RTO1R18001	L-810 Low Intensity Side Marker - single	12-48 VDC	FAA (TC) L-810
RTO1R18002	L-810 Low Intensity Side Marker - double	12-48 VDC	FAA (TC) L-810
RTO1R07001EU	ICAO Low Intensity Side Marker - single	120-240 VAC	ICAO only, 32 cd
RTO1R07002EU	ICAO Low Intensity Side Marker - double	120-240 VAC	ICAO only, 32 cd
Photocell			
D2566000PEC	Photocell: Single 3/4" NPT Entry	—	FAA (TC) L-864
Controllers			
D5RB55CCTR	A0/A1 Red Controller (24-48 VDC)	2 outputs	FAA (TC) L-864/L-810
D5RB77CCTR	A0/A1 Red Controller (AC system)	2 outputs	FAA (TC) L-864/L-810
D5RE77CCTR	A2-A3 Non-Avian (A2-A6 Avian) Red Controller (AC system)	12 outputs	FAA (TC) L-864/L-810
D5RG77CCTR	A2-A6 Avian or Non-Avian Red Controller (AC system)	18 outputs	FAA (TC) L-864/L-810
Infrared (IR) Models			
D564R13001	L-864 Red Beacon w/ IR	120-240 VAC	FAA (TC) L-864
RTOCR07001	L-810 Low Intensity Side Marker w/ IR - single	120-240 VAC	FAA (TC) L-810
RTOCR07002	L-810 Low Intensity Side Marker w/ IR - double	120-240 VAC	FAA (TC) L-810

* Intertek verified FAA compliant system numbers D5R1x0xSYS (System numbers not for order) | * Optically compliant to FAA Engineering Brief 98

Vigilant® LED Based L-810/L-864 & L-810/L-864 (F)

Red-Only Medium and Low Intensity Systems - Infrared (IR) models available

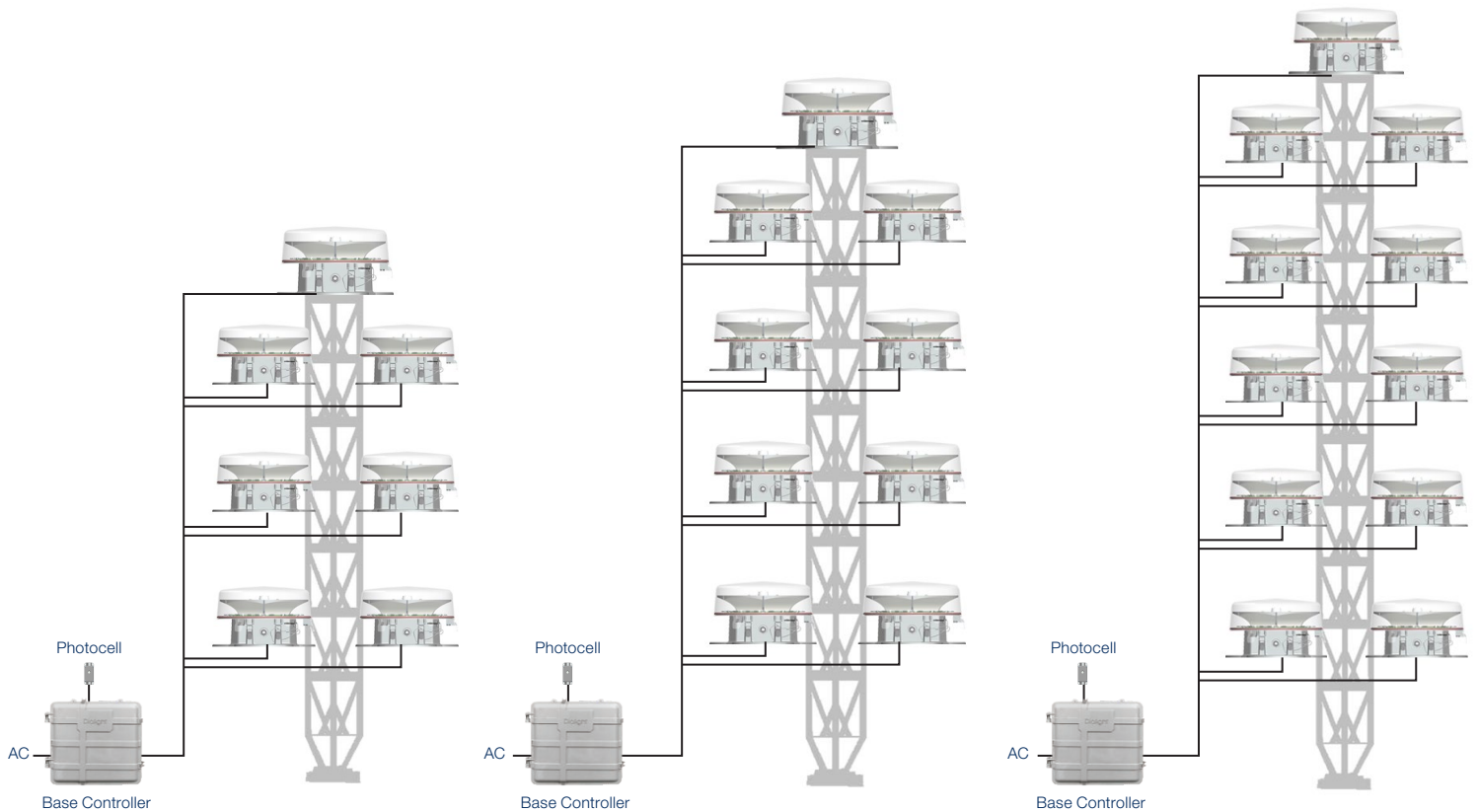


A0 (Avian)
0 ft - 150 ft
(0 m - 46 m)

A1 (Avian)
150 ft - 350 ft
(46 m - 107 m)

A2 (Avian)
350 ft - 700 ft
(107 m - 213 m)

A3 (Avian)
700 ft - 1,050 ft
(213 m - 320 m)



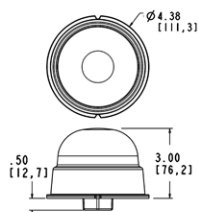
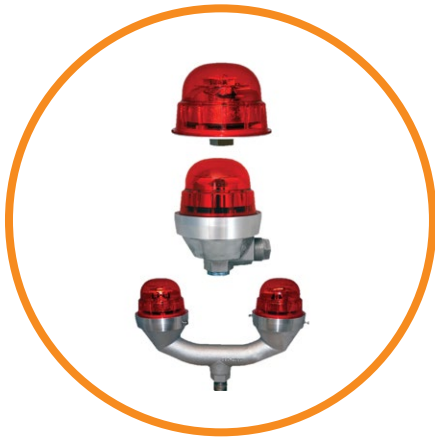
A4 (Avian)
1,050 ft - 1,400 ft
(320 m - 427 m)

A5 (Avian)
1,400 ft - 1,750 ft
(427 m - 533 m)

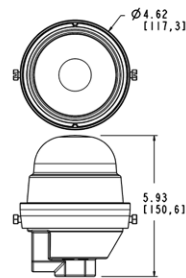
A6 (Avian)
1,750 ft - 2,200 ft
(522 m - 671 m)

Vigilant® LED Based L-810 & L-810 (F)

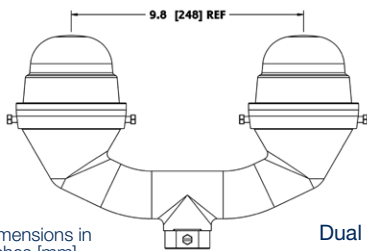
Low Intensity (Red) RTO Side Marker - Infrared (IR) models available



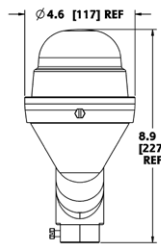
Retro-fit Unit



Single Fixture



Dual Fixture



Dimensions in inches [mm]

Certifications & Compliance

- FAA AC 150/5345 - 43H
- FAA EB No. 67D
- IP66
- German Air Traffic Control Notices for Pilots Part I, 6 January 2005
- Transport Canada Standard 621
- ICAO Annex 14
- DGAC Mexico
- Nachrichten für Luftfahrer Teil I Langen, 6. Januar 2005

Features & Benefits

- ETL verified to FAA standards
- Superior surge and lightning protection
- Controllers available for all applications
- Compact, low power design
- Ideal for towers, stacks, wind turbines, buildings, etc.
- 360 degree coverage for each flash head
- Shock and vibration resistant
- Lighting kits available for standard towers

Technical Information:

- Unit weight:** 1.25 lbs (0.56 kg) (Retro unit)
2.00 lbs (0.91 kg) (Single unit)
4.60 lbs (2.09 kg) (Dual unit)
 - Supply voltage ranges:** Nominal ±10%
 - Power factor:** > 0.9 (All AC units)
 - Operating temperature:** -40 °F to +131 °F (-40 °C to +55 °C)
 - Input AC frequency:** 50/60 Hz
- All values typical unless otherwise stated (tolerance ± 10%)

US Patent #7,604,384 | # 9,423,086 | #9.423,086

Part Number	Description	Voltage	Certification / Compliance	Wattage
RTO1R06001	Single Fixture	277 VAC	FAA (TC) L-810(F)	8.0
RTO1R07001	Single Fixture	120-240 VAC	FAA (TC) L-810(F)	6.5
RTO1R08001	Single Fixture	12-48 VDC	FAA (TC) L-810(F)	3.5
RTO1R18001	Single Fixture - Low Power	12-48 VDC	FAA (TC) L-810(F)	1.5
RTO1R06002	Dual Fixture	277 VAC	FAA (TC) L-810(F)	8.0
RTO1R07002	Dual Fixture	120-240 VAC	FAA (TC) L-810(F)	6.5
RTO1R08002	Dual Fixture	12-48 VDC	FAA (TC) L-810(F)	3.5
RTO1R18002	Dual Fixture - Low Power	12-48 VDC	FAA (TC) L-810(F)	1.5
RTO1R07004	Single Side Marker Retro-fit Fixture	120-240 VAC	FAA (TC) L-810(F)	6.5
RTO1R08004	Single Side Marker Retro-fit Fixture	12-48 VDC	FAA (TC) L-810(F)	3.5
RTO1R18004	Single Side Marker Retro-fit Fixture - Low Power	12-48 VDC	FAA (TC) L-810(F)	1.5
RTOCR07001	Single Fixture Red/Infrared (IR)	120-240 VAC	FAA (TC) L-810(F)	5.5
RTOCR08001	Single Fixture Red/Infrared (IR)	12-48 VDC	FAA (TC) L-810(F)	5.0
RTOCR07002	Dual Fixture Red/Infrared (IR)	120-240 VAC	FAA (TC) L-810(F)	5.5
RTOCR08002	Dual Fixture Red/Infrared (IR)	12-48 VDC	FAA (TC) L-810(F)	5.0
RTOCR07004	Single Side Marker Retro-fit Fixture Red/Infrared (IR)	120-240 VAC	FAA (TC) L-810(F)	5.5
RTOCR08004	Single Side Marker Retro-fit Fixture Red/Infrared (IR)	12-48 VDC	FAA (TC) L-810(F)	5.0
RTO1R07001EU	Single Fixture	120-240 VAC	ICAO only, 32cd	6.5
RTO1R07002EU	Dual Fixture	120-240 VAC	ICAO only, 32cd	6.5
RTO1R07004EU	Single Side Marker Retro-fit Fixture	120-240 VAC	ICAO only, 32cd	6.5

*Optically compliant to FAA Engineering Brief 98

Vigilant® LED Based L-810

Low Intensity (Red) Light

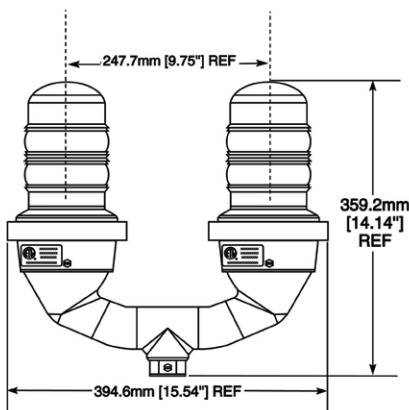
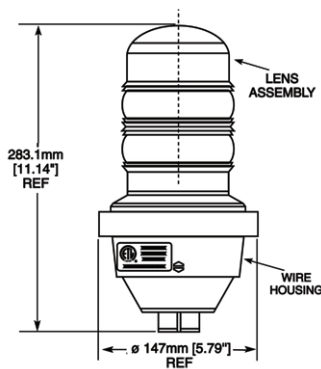


Certifications & Compliance

- IP66
- Transport Canada Standard 621
- ICAO Annex 14
- CASA

Features & Benefits

- Superior surge and lightning protection
- Controllers available for all applications
- Ideal for towers, stacks, wind turbines, buildings, etc.
- 360 degree coverage for each flash head
- Shock and vibration resistant
- Lighting kits available for standard towers
- 6kV of surge protection



Dimensions in inches [mm]

Technical Information:

Unit weight:	7.14 lbs (3.23 kg) (Single unit) 16.06 lbs (7.28 kg) (Dual unit)
Wattages:	15 W/120mA (120 VAC) ± 10% 16 W/120mA (230 VAC-60 Hz) ± 15% 16 W/(230 VAC - 50 Hz) 24 W/2.0A (12 VDC - Standard) 20 W/920mA (24 VDC) 13 W/275mA (48 VDC)
Voltage amp:	44 VA (120 VAC) ± 10% 67 VA (230 VAC) ± 15%
Operating temperature:	-67 °F to +131 °F (-55 °C to +55 °C)
All values typical unless otherwise stated (tolerance ± 10%)	

US Patent #6,425,678 (other patents pending)

Part Number	Description	Voltage
860-1R01-001	Single Fixture	120 VAC
860-1R02-001	Single Fixture	230 VAC
860-1R03-001	Single Fixture	12 VDC
860-1R04-001	Single Fixture	48 VDC
860-1R05-001	Single Fixture	24 VDC
860-1R01-002	Dual Fixture	120 VAC
860-1R02-002	Dual Fixture	230 VAC
860-1R04-002	Dual Fixture	48 VDC
860-4R02-001-EU	Single Fixture	230 VAC
860-1R02-002-EU	Dual Fixture	230 VAC
860-6R01-001	Single Fixture	120 VAC
860-6R01-002	Dual Fixture	120 VAC

North American HQ

1501 Route 34 South
Farmingdale, NJ 07727
Tel: 732-919-3119
Fax: 732-751-5778
info@dialight.com

EMEA Technical Centre

Ejby Industrivej 91 B
2600 Glostrup
Tel: +45 8877 4545 (Denmark)
Tel: +44 1638 666541 (UK)
Tel: +49 89 12089 5713 (Germany)
Tel: +33 3 23 22 62 58 (France)
sales-europe@dialight.com

Houston

16830 Barker Springs Rd
Ste 407
Houston, TX 77084
Tel: 732-919-3119
Fax: 281-492-1531
info@dialight.com

Middle East

Level 42
Emirates Towers (Office Tower)
Sheikh Zayed Road
Dubai, United Arab Emirates
Fax: +971 (0) 4319 7686
Tel: +971 (0) 4319 7686

Australia

38 O'Malley Street
Osborne Park, WA 6017
Tel: +61 (0) 8 9244 7600
Fax: +61 (0) 8 9244 7601
info@dialight.com.au

Southeast Asia

33 Ubi Avenue 3
#07-72 Vertex (Tower A)
Singapore 408868
Tel: +65 6578 7157
Fax: +65 6578 7150
enquiry@dialight.com.sg

Brazil

Alameda Mercurio,
225 – American Park Empresarial NR
Indaiatuba – SP – 13347– 662
Tel: +55 (19) 3113-4300
Fax: +55 (19) 3113-4300
brasil@dialight.com

All values are design or typical values when measured under laboratory conditions. The lighting efficiency statements contained herein are calculated on a lumen per watts basis when comparing fixtures with similar features. All information provided is accurate as of the date of publication, is subject to change without notice and does not form part of any contract with dialight. Dialight does not warrant or represent that its products are fit for any particular purpose and has no responsibility for the inappropriate/unauthorised/non-approved use of any Dialight products by the end user.

Dialight reserves the right to make changes at any time in order to supply the best product possible.

The most current version of this document will always be available at: www.dialight.com