

State of Nebraska - INVITATION TO BID CONTRACT

Date	5/31/23	Page	1 of 1
Solicitation Number	6792 OF		
Opening Date and Time	09/26/23	2:00 pm	
Buyer	BRENDA SENSIBAUGH (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

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

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

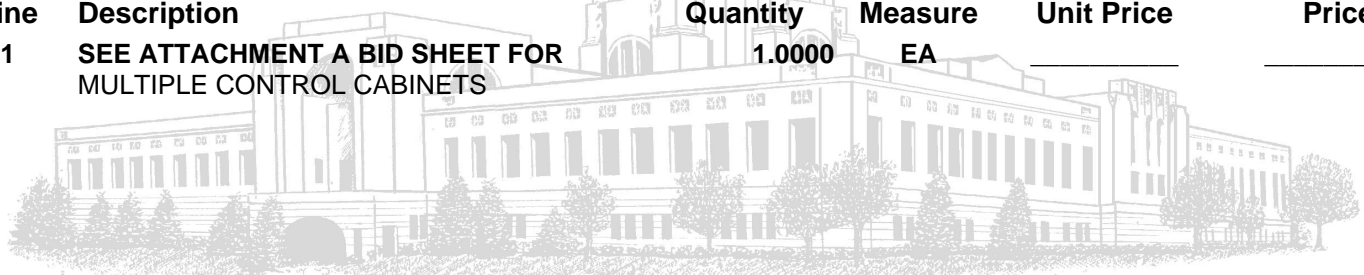
____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

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

(BT 05/31/23)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SEE ATTACHMENT A BID SHEET FOR MULTIPLE CONTROL CABINETS	1.0000	EA	_____	_____



BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % _____ DAYS

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

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

Enter Contact Information Below

VENDOR# _____
VENDOR: _____
Address: _____

Contact _____
Telephone _____
Email _____

MULTIPLE CONTROLLER CABINETS
STATE OF NEBRASKA/NEBRASKA DEPARTMENT OF TRANSPORTATION
INVITATION TO BID
6792 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this bid for a commodity contract, ITB Number 6792 OF for the purpose of selecting a qualified Bidder to provide **MULTIPLE CONTROLLER CABINETS**. A more detailed description can be found in Sections II through VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

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

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

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

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

<https://statecontracts.nebraska.gov>

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

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Contractor must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE PROPOSAL OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

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

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

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**INVITATION TO BID
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GLOSSARY OF TERMS**

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

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

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

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

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

Amendment: A written correction or alteration to a document

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

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

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

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

Bid: An offer, proposal, or quote submitted by a bidder/vendor/contractor in response to a written bid

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

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

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

Business Day: Any weekday, except State-recognized holidays

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

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

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

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

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

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

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

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

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

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

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

Contract Period: The duration of the contract

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

Cooperative Purchasing: The combining of requirements of two (2) or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

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

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

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

Default: The omission or failure to perform a contractual duty

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written bid or contract

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

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

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

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

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

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

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

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

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

Late Bid: A Bid received after the Opening Date and Time

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

INVITATION TO BID 6792 OF

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

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

Must: See "Mandatory"

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

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

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

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

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

Payroll & Financial Center: Electronic procurement system of record

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

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

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

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

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

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

Proposal: An offer, bid, or quote submitted by a bidder/vendor in a response to a written bid

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

Protest: See "Grievance"

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

Quote: See "Bid"

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

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

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

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

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

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

Shall: See “Mandatory”

Should: Expected; suggested, but not necessarily mandatory

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

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

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

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

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

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

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

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

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

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

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

Vendor: Inclusive term for any Bidder or Contractor.

Will: See “Mandatory”

**INVITATION TO BID
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ACRONYM LIST

A: Amperes

ACH: Automated Clearing House

AWS: American Welding Society

ARO: After Receipt of Order

BAFO: Best and Final Offer

BOOTP: Bootstrap Protocol

DAS: Department of Administrative Services

DHCP: Dynamic Host Configuration Protocol

DPST: Double Pole Single Throw

EIA: Electronics Industries Alliance

EVA: Emergency Vehicle Access

FOB: Free on Board

FCA: Fuel Cost Adjustment

FTP: File Transfer Protocol

FU: Flasher Unit

HDSP: High-Density Switch Pack

HV: High voltage

ITB: Invitation to Bid

KA: Kiloamps

KW: Kilowatts

MIG: Metal Inert Gas Welding

N.O.: Normally Open Contact

NDOT: Nebraska Department of Transportation

NEC: National Electrical Code

NIGP: National Institute for Governmental Purchasing

NTCIP: National Transportation communication for ITS Protocol

NTP: Network Time Protocol

PA: Participating Addendum

PCO: Procurement Contracts Officer

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PCB: Printed Circuit Board

PFC: Payroll and Financial Center

POC: Point of Contact

RFI: Request for Information

SDLC: Synchronous Data Link Control

SNMPV3: Simple Network Management Protocol Version 3

SO: Designation of a particular type of cable

SPB: State Purchasing Bureau

SSH: Secure Shell

TEES: See above

TIG: Tungsten Inert Gas Welding

UPS: Universal Power Supply

V: Volts

VAC: Volts Alternating Current

VDC: Volts Direct Current

VSA: Variable Speed Advisory

INVITATION TO BID 6792 OF

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The bid is designed to solicit bids from qualified Bidders who will be responsible for providing **Multiple Controller Cabinets** at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Bid instructions, and Cost Bid Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

ITB: **6792 OF**
Name: Brenda Sensibaugh, PCO
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
 Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materieipurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1)	Release ITB	August 23, 2023
2)	Last day to submit written questions. Upload written questions for 6792 OF electronically via ShareFile to: https://nebraska.sharefile.com/r-r5d40f9fee4104919be002fb24542ec84	September 6, 2023
3)	State responds to written questions through an Addendum to be posted to the Internet at: https://das.nebraska.gov/materiel/bidopps.html#	September 11, 2023

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	ACTIVITY	DATE/TIME
4)	Electronic Bid Opening via Zoom Upload electronic Bid submissions for 6792 OF via ShareFile to: https://nebraska.sharefile.com/r-r938c62c3cbfb4cb2a1ffba774487b745 Zoom Meeting Information https://us02web.zoom.us/j/2629176739?pwd=NkhobXNpOU94UmFmTG1wYmJqTXhpUT09 Meeting ID: 262 917 6739 Passcode: 5VwBuRom	September 26, 2023 2:00 PM Central Time

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any bid provision must be submitted in writing to SPB and clearly marked "ITB Number 6792 OF; **MULTIPLE CONTROLLER CABINETS** Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Questions should be uploaded to ShareFile at

<https://nebraska.sharefile.com/r-r5d40f9fee4104919be002fb24542ec84>

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

It is recommended that Bidders submit questions using the following format:

ITB Section Reference	ITB Page Number	Question

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

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

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

F. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

G. DEVIATIONS FROM THE ITB

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

H. SUBMISSION OF BIDS

The State is accepting electronically submitted bids for this ITB.

IT IS THE BIDDERS' RESPONSIBILITY TO ENSURE ALL BIDS SHALL BE SUBMITTED AS INSTRUCTED BELOW, BE MANUALLY SIGNED IN AN INDELIBLE MANNER OR BY DOCUSIGN AND RECEIVED BY THE DATE AND TIME INDICATED IN THE SCHEDULE OF EVENTS FOR EACH BID SUBMITTED TO BE EVALUATED.

*****DO NOT SUBMIT DOCUMENTS THAT HAVE BEEN SAVED WITH A PASSWORD*****

SUBMITTING DOCUMENTS THAT HAVE BEEN SAVED WITH A PASWORD MAY MAKE IT IMPOSSIBLE FOR SPB TO DOWNLOAD YOUR BID/BID DOCUMENTS, THUS YOUR BID WILL BE NON-RESPONSIVE.

1. ELECTRONICALLY SUBMITTING ELECTRONIC BID(S)

- a. Bidders should upload bid(s) via ShareFile to:
<https://nebraska.sharefile.com/r-r938c62c3cbfb4cb2a1ffba774487b745>
- b. **Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible, but Microsoft Edge is not.**
- c. **After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address so that the bidder will receive a confirmation email confirming the successful upload directly from ShareFile.**
- d. The Bidder is solely responsible for any variance between the copies submitted.
- e. If multiple bids are submitted, the State will retain only the most recently submitted response.

2. OTHER BID DOCUMENTS TO UPLOAD TO SHAREFILE

- a. Any **Proprietary information** (if applicable) should be uploaded as separate and distinct files.
- b. If it is the bidder's intent to submit multiple bids, the bidder must clearly identify each submission separately (see "Electronic ITB File Names" below).
- c. It is the Bidder's responsibility to submit the Electronic Bid(s) and be received by the date and time of the Bid Opening indicated in the Schedule of Events.
- d. **Hardware, software, internet, user, or electronic issues will not excuse a late bid.**

3. ELECTRONIC ITB FILE NAMES

- a. The Bidder should clearly identify the uploaded Bid files.
- b. **Do not submit bid file(s) more than 30 days prior to the Bid Opening. Once file(s) are uploaded they are only available for 30 days.**
- c. **DO NOT ADD ANY LANGUAGE TO THE NAMING CONVENTIONS BELOW. Long titles can make the files difficult to work with AND CAN MAKE YOUR BID/BID DOCUMENTS UNABLE TO DOWNLOAD MAKING YOUR BID NON-RESPONSIVE.**
- d. If the bidder submits the bid/bid documents as **one (1) complete packet (preferred method)**, please use the following naming convention:
 - **6792 OF MULTIPLE CONTROLLER CABINETS <<NAME OF BIDDER>> Bid.**
- e. If the bidder submits the bid/bid documents as separate files, please use the following naming convention(s):
 - **6792 OF MULTIPLE CONTROLLER CABINETS <<NAME OF BIDDER>> Bid, File 1, File 2, File 3, etc.....**

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- f. If multiple bids are submitted for the same ITB number, follow the same naming convention as letter “e”, for example:
- **6792 OF MULTIPLE CONTROLLER CABINETS <<NAME OF BIDDER>>** Bid 2, File 1, File 2, File 3, etc....

Emphasis Should be concentrated on conformance to the ITB. Bids Should be clear and complete. If the bid is not presented clearly or is difficult to discern, in the sole opinion of the State, the State reserves the right to reject the bid

It is the responsibility of the Bidder to check the website often for all information relevant to this ITB to include Addenda and/or Amendments issued prior to the Opening Date and Time. The website address is: <https://das.nebraska.gov/materiel/bidopps.html>.

I. **BID PREPARATION COSTS**

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

J. **FAILURE TO COMPLY WITH ITB**

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

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

K. **BID CORRECTIONS**

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

L. **LATE BIDS**

All bids must be received by SPB by the date and time of the Bid Opening per the Schedule of Events. It is the Bidder's responsibility to ensure timely submission and receipt and the State is not responsible for bids that are late or lost, regardless of cause or fault. No Late Bids will be evaluated. Late Bids may be returned to the bidder if requested by the Bidder within sixty (60) Calendar days after this late bid was submitted and will at the Bidder's expense.

M. **BID OPENING**

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

N. **ITB REQUIREMENTS**

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

1. Original Commodity ITB form signed in an indelible manner or by DocuSign;
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. Completed ITB Form or State's Bid Sheet.

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O. EVALUATION OF BIDS

All bids that are responsive to the solicitation will be evaluated based on the following:

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

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

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

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

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

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

P. BEST AND FINAL OFFER

If BAFO's are requested by the State and submitted by the Bidder, they will be evaluated (using the stated BAFO criteria) and ranked. The State reserves the right to conduct more than one (1) BAFO. The award will then be granted to the lowest responsible Bidder. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a BAFO.

Q. REFERENCE AND CREDIT CHECKS

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

R. AWARD

The State reserves the right to evaluate bids and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the bids, or at any point in the bid process, the State of Nebraska may take one (1) or more of the following actions:

1. Amend the solicitation;

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

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

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

The bid does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

S. SPECIFICATIONS

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

T. CORE LIST AND CATALOG/NON-CORE

1. The State of Nebraska intends to enter into a Contract(s) for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List (items listed in 6792 OF) and additional items identified as a Catalog/Non-Core List. Catalog/Non-Core List items shall be represented by a catalog or current manufacturer price list(s) containing items not called out in the Core List, Specified in Section VI as shown in Attachment A Bid Sheet-
MULTIPLE CONTROLLER CABINETS
2. The Core List shall contain the most repetitively purchased items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List shall be subject to a greater discount than the Catalog/Non-Core item list. The State will not accept substitutions on the products listed on the Core List.
3. The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.
4. Catalog/Non-Core List items are defined as those additional items available from the bidder not listed as part of the Core List. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer bidder's price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period.
5. All items not included on the Core List shall be considered Catalog/Non-Core Items.
6. At the request of the SPB, the bidder shall block availability on certain Catalog/Non-Core items as identified by SPB (i.e., printing, weapons, furniture, vehicles, micrographic equipment/copiers, mail equipment, and office supplies).

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7. Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions.
8. A manufacturer's model/number has been provided for each item, if requested.
9. In those cases where items may have been more than one (1) brand name, the bidder may submit a bid on either brand. Please indicate which brand was proposed. Bidder must complete Attachment A **MULTIPLE CONTROLLER CABINETS** Bid Sheet. 6792 OF BID. Pay special attention to the unit of measure.
10. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the SPB upon request.
11. The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.
12. The percentage discount rate for Catalog/Non-Core items or categories will not decrease during the life of the contract.
13. A firm percentage rate must be quoted by item or category, but a percentage range will not be considered by item or category.
14. Catalog/Non-Core Categories have been identified as follows
 - a. 332LS Cabinet Components excluding core items.
 - b. 336 LS Cabinet Components excluding core items
 - c. ATC Cabinet Components excluding core items
 - d. VSA Cabinet Components excluding core items.
 - e. Auto-gate Cabinet Components excluding core items.
 - f. Camera Tower Cabinet Components excluding core items.
 - g. Components For Signs not include in Section VI LL excluding core items.
15. After award of the contract(s), the bidder shall supply additional copies of the current catalog or price list used for this bid for distribution to any requesting state agency at no charge, within ten (10) business days of request.
16. Additional catalogs and/or price lists may be required and shall be provided without charge.
17. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request and without charge.
18. Usage reports may be requested by the SPB. The reporting period may be determined based on need and may include the following:
 - a. Fill rate information for Core List and Catalog/Non-Core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.
 - b. Usage reports by agency and statewide indicating the numbers of each Core List and Catalog/Non-Core item sold.
19. Any additional report the SPB may deem necessary
20. Bidder will not substitute any Core List item that has been awarded without prior written approval of SPB.

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U. ALTERNATE/EQUIVALENT BIDS

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

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

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

**"LUMP SUM" OR "ALL OR NONE" BIDS SHOULD BE CONSPICUOUSLY MARKED ON THE FIRST PAGE OF THE ITB
AND BID SHEET (IF APPLICABLE)**

W. EMAIL SUBMISSIONS

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

X. BID TABULATIONS

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

Y. REJECTION OF BIDS

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

Z. RESIDENT BIDDER

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

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II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

1. ITB and Addenda;
2. Amendments to the bid;
3. Questions and Answers;
4. Bidder's bid 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 bid and any Questions and Answers, 4) the original bid document and any Addenda, and 5) the Bidder's submitted Bid.

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

B. NOTIFICATION

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

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Communication regarding the executed contract shall be given in writing and deemed to have been delivered via email to the specified Contract Contact information provided on the submitted ITB form with the submitted bid(s). The Vendor should send written notice to the SPB. The State will send notices to the authorized contact provided on the ITB form. 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. PCO REPRESENTATIVE

The State reserves the right to appoint a PCO's Representative to manage [or assist the PCO in managing] the contract on behalf of the State. The PCO's Representative will be appointed in writing, and the appointment document will specify the extent of the PCO's Representative authority and responsibilities. If a PCO's Representative is appointed, the Bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the PCO's Representative. The PCO'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 Bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Bidder. The Bidder 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. SUBSTITUTIONS

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

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

If the Vendor requests to substitute any contracted item and the substitute meets or exceeds the original specifications, the State may accept or reject the substitution.

If the Vendor requests to substitute any contracted item, which meets or exceeds the original specifications, and the cost of the substitute is higher, the State may accept or reject the substitution and price change.

If the State and the Vendor do not agree to the requested substitution and price change, the Contract may be terminated immediately by the State. In the event any product is discontinued or replaced upon mutual consent and prior to delivery during the Contract Period the State reserves the right to amend the contract or purchase order to include the alternate product.

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

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H. VENDOR PERFORMANCE REPORT(S)

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

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

I. NOTICE OF POTENTIAL BIDDER BREACH

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

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

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

In case of breach by the Bidder, 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 bidder. The State may recover from the Bidder 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 Bidder's breach. OR In case of default of the Bidder, the State may contract the service from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

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

K. NON-WAIVER OF BREACH

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

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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 Response (Initial)	NOTES/COMMENTS:

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

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M. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, Bidder 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 Response (Initial)	NOTES/COMMENTS:

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

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O. ASSIGNMENT, SALE, OR MERGER

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

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

The Bidder retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Bidder's business. Bidder 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 Bidder 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 Response (Initial)	NOTES/COMMENTS:

The Bidder 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 Bidder 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 Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party and shall have the burden of proof to justify the request. The other Party may grant 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.

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R. CONFIDENTIALITY

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

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

S. EARLY TERMINATION

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

The contract may be terminated as follows:

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

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III. BIDDER DUTIES

A. INDEPENDENT BIDDER / OBLIGATIONS

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

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

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

The Bidder shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Bidder 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 Bidder's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

With respect to its employees, the Bidder 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 Bidder's employees, including all insurance required by state law;
3. Damages incurred by Bidder'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 Bidder'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 Bidder, its officers, agents, or subcontractors or subcontractor's employees).

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

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

Bidder 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 Bidder 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 Bidder 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 Bidder is an individual or sole proprietorship, the following applies:

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1. The Bidder 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 bid.

2. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Bidder agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Bidder's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Bidder understands and agrees that lawful presence in the United States is required, and the Bidder 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 Bidder 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 Bidders 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 Bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Bidder shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this bid.

D. COOPERATION WITH OTHER BIDDERS

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

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

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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

All Prices, costs, and terms and conditions submitted in the bid shall remain fixed and valid commencing on the opening date of the bid and shall remain firm for the first one hundred eighty (180) days of the contract award.

Requests for an increase must be submitted in writing to SPB. SPB has a minimum of thirty (30) days to review and award any Price increase or decrease (after documentation is approved). Documentation will be required by the State to support the price increase. The State reserves the right to deny any requested price increase.

No price increases are to be billed to the State prior to an Amendment to the Contract, which has been signed and completed by both the State and the awarded bidder, the Amendment is posted to the SPB website and written notice has been given to both the State and the awarded bidder.

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

G. COST CLARIFICATION

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

H. PERMITS, REGULATIONS, LAWS

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

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

J. NOTICE OF POTENTIAL BIDDER BREACH

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

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

K. ANTITRUST

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

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The Bidder 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.

L. CONFLICT OF INTEREST

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

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

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

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

M. STATE PROPERTY

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

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

N. SITE RULES AND REGULATIONS

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

The Bidder 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 Bidder 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 Bidder.

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O. ADVERTISING

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

The Bidder 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.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

Q. DISASTER RECOVERY/BACK UP PLAN

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

The Bidder shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

R. DRUG POLICY

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

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

S. WARRANTY

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

Despite any clause to the contrary, the Bidder 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 Bidder shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Bidder is unable to perform the services as warranted, Bidder shall reimburse Customer the fees paid to Bidder 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.

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IV. PAYMENT

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.”

A. TAXES (Statutory)

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

B. INVOICES

Invoices for payments must be submitted by the Bidder to the Agency requesting the services with sufficient detail to support payment to include the product name, product description, item name, item number, and the name and location of the ordering department or division.

The terms and conditions included in the Bidder'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.

C. INSPECTION AND APPROVAL

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

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

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

D. PAYMENT (Statutory)

Payment will be made by the responsible Agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Bidder 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 Bidder prior to the Effective Date of the contract, and the Bidder hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

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

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

The State's obligation to pay amounts due on the Contract for a fiscal year 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 Bidder 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 Bidder 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 Bidder be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Bidder's performance of this contract upon a thirty (30) day written notice. Bidder 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 Bidder 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 Bidder shall make the Information available to the State at Bidder's place of business or a location acceptable to both Parties during normal business hours. If this

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is not practical or the Bidder so elects, the Bidder 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 bidder be required to create or maintain documents not kept in the ordinary course of bidder's business operations, nor will bidder be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to bidder.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Bidder, the Bidder 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 Bidder agrees to correct any material weaknesses or condition found as a result of the audit.

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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V. SCOPE OF WORK

The Bidder must provide the following information in response to this bid.

A. SCOPE

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

All items proposed shall be of the latest manufacture in production as of the date of the bid 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 **MULTIPLE CONTROLLER CABINETS** 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 bid 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 bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder 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 bid.

B. FUEL COST ADJUSTMENT

(FCA for delivery – Diesel Due to price fuel price volatility, adjustments in pricing both upward and downward, will be required to offset changes in the cost of fuel. The following process will be utilized in order to account for and accommodate fuel price volatility:

The vendor shall set their bid price for the delivered commodity based on fuel prices for the month prior to the bid opening. During the term of the contract, for all orders placed, accommodations for changes in the retail price of fuel will be made for delivery from the manufacturer origin to the destination as follows: The Bidder must specify the origin of the product for each destination. If more than one origin is to be used for a destination, the one closest to the destination will be used for calculating the FCA. In the event that the origin changes during the contract period, the Bidder must furnish documentation to the state confirming such change. The state will be the sole judge as to the validity of the documentation. The origin will not be changed more than once per year. For the purpose of calculating the FCA in this contract, the following formulas and values will be used: The distance (d_i), from the origin to each destination (D_i) will be established by the state. The approximate average fuel economy (E) will be 5 miles/gallon for all vendors and destinations. The calculated amount of fuel (F_i) used for delivery to each destination will be the distance divided by the fuel economy, rounded to the nearest gallon.

$$F_i = d_i/E.$$

Monthly average diesel fuel prices will be based on data from the Nebraska Energy office website on the page titled "Average Monthly Retail On-Highway Diesel Fuel Prices in Nebraska". <https://neo.ne.gov/programs/stats/inf/96.htm> The initial price index (P_0) will be the monthly average for the month prior to the date of the contract. After contract starts, the monthly price (P_m) will be monitored, and monthly adjustments will begin in the month following the contract start date. The amount of the FCA for each destination will be the fuel used (as calculated above) multiplied by the difference (ΔP) between the monthly retail price (P_m) and the initial price index (P_0).

$$\Delta P = P_m - (P_0)$$
$$FCA_i = \Delta P * F_i$$

The State shall calculate the FCA for each destination and include the amount on the invoice for deliveries made. The State will supply an Excel spreadsheet to the vendor with the destinations and all necessary data so that the vendor need only enter the monthly fuel price. All of the calculations will be done automatically to determine the FCA. All invoices dated in a given calendar month shall use the monthly price (P_m) for the preceding month.

D_i = Destination (final point of delivery)
 d_i = Approximate distance from the Origin to each Destination, miles
 E = Approximate Average Fuel Economy, miles/gallon
 F_i = Fuel used for delivery to a particular Destination, gallons
 P_0 = Initial Price Index, \$/gallon
 P_m = Monthly Retail Price, \$/gallon
 $\Delta P = P_m - (P_0)$ = Difference between Monthly Retail Price and Initial Index Price, \$/gallon
 $FCA_i = \Delta P * F_i$ = Fuel Cost Adjustment for a particular Destination, \$

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Example 1:

Origin	D ₂	d ₂	E	F ₂	P ₀	P _m
Kanopolis, KS	Chadron, NE	505 miles	5 miles/gal	$d_2/E = 505/5 = 101$ gal	\$4.00/gal	\$4.42/gal

ΔP
\$4.42
- \$4.00
= \$0.42

FCA ₂
$\Delta P * F_2 = \$0.42 * 101 = \underline{\$42.42}$

Example 2:

Origin	D ₃	d ₃	E	F ₃	P ₀	P _m
Kanopolis, KS	Columbus, NE	230 miles	5 miles/gal	$d_3/E = 230/5 = 46$ gal	\$4.00/gal	\$3.78/gal

ΔP
\$3.78
- \$4.00
= -\$0.22

FCA ₃
$\Delta P * F_3 = -\$0.22 * 46 = \underline{\$10.12}$

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VI. TECHNICAL SPECIFICATIONS

A. BIDDER INSTRUCTIONS

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

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

“NO” response means the Bidder 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 Bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. **Alternative responses 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 Bidder’s alternative is an acceptable alternative.

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Read these specifications carefully.
			2. Any and all exceptions to these specifications must be written on or attached to solicitation response.
			3. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
			4. It is the responsibility of Bidders to obtain information and clarifications as provided below.
			5. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Bidder.
NOTES/COMMENTS:			

C. 332 LS TRAFFIC SIGNAL CONTROLLER CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Model 332LS Traffic Signal Controller Cabinets and all equipment shall comply with the State of California Department of Transportation TEES dated November 05, 2020 and all Errata publications to present date later with the following exceptions: https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/tees/tees2020.pdf
			a. The cabinet shall be furnished with one (1) Model 2010E CMU or equivalent. Please specify make and model of conflict monitor: _____
			b. The Output File #1LX shall incorporate a sixteen (16) channel Red Monitoring/Programming Board wired for Red Circuit Monitoring on all vehicle and pedestrian phases.
			c. The Red Monitoring Programming Board shall utilize a twenty (20)-pin ribbon cable for connectivity to the Red Monitor interface on the 2010ECLip CMU.

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			d. The Red Monitoring Programming Board shall be installed on the rear panel of the Output File #1LX.
			e. The Red Monitoring Programming Board shall be accessible for programming without removing the rear panel.
			f. Channel programming selects between the Load switch output and AC+.
			g. Channel programming shall be accomplished utilizing male jumper plugs.
			h. A clear plastic cover shall be installed to protect any contact being made with the Red Monitoring Programming Board.
			i. The cabinet shall not include the Output File #2LX.
			j. The Power Distribution assembly shall be a PDA #2LX.
			k. The cabinet shall be furnished with a full complement of Model 204 Flashers and Flash Relays.
			l. A nineteen (19) inch rack mount Pull-Out Drawer Assembly shall be included and installed above the Input File 1.
			m. All plates, brackets, frames, wiring, and other components pertaining to the cabinet shall be assembled at the factory.
			n. Cabinet and all equipment shall be listed on the current Caltrans QPL dated September 8, 2021, or later.
			o. Controller unit supported shelves in rack (One (1) unit rack space above pull-out drawer).
			p. The cabinet shall be furnished with one hundred twenty (120) V Monitored Power Strip.
			q. The Monitored Power Strip housing shall be metal.
			r. The power strip shall be a 1U horizontal rack mounted device.
			s. The device shall have mounting flanges to support installation in two (2) and four (4) post racks.
			t. The device hardware shall allow for front or rear rack mount installation.
			u. The front display panel display shall be LCD.
			v. The front panel shall display PDU output current in amps.
			w. The power strip shall be a minimum of fifteen (15) amps.
			x. The power strip shall have a minimum of six (6) receptacles.
			y. The power strip shall be NEMA 5-15P.
			z. Output capacity shall be 1.44kW@120V / 15A total capacity.
			aa. The device shall have a SNMP/Ethernet interface trap.
			bb. The device shall provide alert notifications via email or SNMP traps that offer immediate event notification.
			cc. The device shall support HTTP, HTTPS, Device software protocols, SMTP, SNMPv2, SNMPv3, Telnet, SSH, FTP, DHCP, BOOTP, NTP protocols.
			dd. The device shall have software (at no additional cost) to remotely monitor status of the power strip.
			ee. The device software shall have tiered access privileges to allow an administrator and a guest to login via web browser for remote monitoring.
			ff. The device software and vendor shall provide the software updates and enhancements.
			gg. The device shall have the ability to set user specified alarm and notification thresholds.

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			hh. The device shall be able to be monitored remotely via network or secure web browser interface.
			ii. The device shall be operational in five percent (5%) to ninety-five percent (95%) relative humidity (non-condensing).
			jj. The device shall be rated for outdoor operation.
			kk. The power strip shall have a minimum warranty of two (2) years.
NOTES/COMMENTS:			

D. 336 LS TRAFFIC SIGNAL CONTROLLER CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The Model 336 LS Traffic Signal Controller Cabinets and all equipment shall comply with The State of California Department of Transportation TEES dated November 5, 2020, and all Errata publications to present date later with the following exceptions: https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/tees/tees2020.pdf
			a. The cabinet shall be furnished with one (1) Model 2010 EClip Monitor Unit (CMU) or equivalent. Please specify make and model of conflict monitor: _____
			b. The Output File #1LX shall incorporate a sixteen (16) channel Red Monitoring Programming Board wired for Red Circuit Monitoring on all vehicle and pedestrian phases
			c. The Red Monitoring Programming Board shall utilize a twenty (20) pin ribbon cable for connectivity to the Red Monitor interface on the 2010EClip CMU.
			d. The Red Monitoring Programming Board shall be installed on the rear panel of the Output File #1LX.
			e. Channel programming selects between the Load switch output and AC+.
			f. Channel programming shall be accomplished utilizing male jumper plugs.
			g. A clear plastic cover shall be installed to protect any contact being made with the Red Monitoring Programming Board.
			h. Shall be a PDA #2LS.
			i. The cabinet shall be furnished with a full complement of Model 204 Flashers and Flash Relays.
			j. A nineteen (19) inch rack mount Pull-Out Drawer Assembly shall be included and installed above the Input File I. The drawer shall be capable of supporting fifty (50) lbs.
			k. All plates, brackets, frames, wiring, and other components pertaining to the cabinet shall be assembled at the factory.
			l. Cabinets and all equipment shall be listed on the current Caltrans QPL dated December 4, 2019, September 8, 2021, or later.
			m. Controller unit supported shelves in rack (one (1) unit rack space above pull-out drawer).
			n. Two (2) mounting brackets, Pelco Products, Inc. part number SE=0126 or equivalent, shall be furnished with each cabinet.

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			Please specify make and model of mounting brackets: _____
			o. The bottom of the cabinet housing shall be enclosed.
			p. Fabricate and install nut blocks for the mounting brackets as shown on the NUT BLOCK DETAIL in the Cabinet Housing Modification for Mounting Bracket Drawing.
			q. The cabinet shall be furnished with one hundred twenty (120) V Monitored Power Strip.
			r. The device housing shall be metal.
			s. The power strip shall be a 1U horizontal rack mounted device.
			t. The device shall have mounting flanges to support installation in two (2) and four (4) post racks.
			u. The device hardware shall allow for front or rear rack mount installation.
			v. The front display panel display shall be LCD.
			w. The front panel shall display PDU output current in amps.
			x. The power strip shall be a minimum of fifteen (15) amps.
			y. The power strip shall have a minimum of six (6) receptacles.
			z. The power strip shall be NEMA 5-15P.
			aa. Output capacity shall be 1.44kW@120V / 15A total capacity.
			bb. The device shall have a SNMP/Ethernet interface trap.
			cc. The device shall provide alert notifications via email or SNMP traps that offer immediate event notification.
			dd. The device shall support HTTP, HTTPS, Device software protocols, SMTP, SMPTv1, SNMPv2, SNMPv3, Telnet, SSH, FTP, DHCP, BOOTP, NTP protocols.
			ee. The device shall have software to remotely monitor status of the power strip.
			ff. The device software shall have tiered access privileges to allow an administrator and a guest to login via web browser for remote monitoring.
			gg. The device software and vendor shall provide the software updates and enhancements.
			hh. The device shall have the ability to set user specified alarm and notification thresholds.
			ii. The device shall be able to be monitored remotely via network or secure web browser interface.
			jj. The device shall be operational in five (5) to ninety-five (95) percent non-condensing relative humidity.
			kk. The device shall be rated for outdoor operation.
			ll. The power strip shall have a minimum warranty of two (2) years.

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NOTES/COMMENTS:

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VII. ATC CABINET SPECIFICATIONS

A. ATC CABINETS GENERAL REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. ATC Cabinet shall adhere to the following requirements:
			a. The cabinet subassemblies shall be in compliance with ATC 5301 v02.02 standard.
			b. The subassemblies in the cabinet shall be removable with simple hand tools such as a screwdriver, and without removing any other equipment.
			c. The cabinet shall be capable of remaining in flashing operation with Input Assembly, Output Assembly, Cabinet Power Supply, and Controller removed.
			d. Any components over fifty (50) V with exposed terminals shall be protected from incidental contact per NEC requirements.
			e. All equipment in the cabinet shall be clearly and permanently labeled.
			f. All marker strips shall be made of material that can be easily written on using a pencil or ballpoint pen.
			g. Marker strips shall be located immediately below the item they are to identify and must be clearly visible with the items installed.
			h. Top and Bottom Card guides shall be provided for the plug-ins.
			i. The cabinet shall support connection of additional equipment via SDLC port including but not limited to Wavetronix Click 650/656
			j. The cabinet shall be configured to allow the agency to select between one hundred twenty (120) VAC or forty-eight (48) VDC operation by the installation of the desired Power Supply and Output Terminal Assembly.
NOTES/COMMENTS:			

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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VIII. ATC 352 CABINET SPECIFICATIONS

A. MODEL 352 ATC CABINETS COMPOSITION

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The model 352 ATC Cabinet Composition shall be furnished and ready for operation.
			2. MODEL 352 ATC Cabinet Composition shall adhere to the following requirements Unless otherwise specified:
			a. Housing 1B per Caltrans TEES dated November 5, 2020.
			b. Slide out Drawer/Shelf.
			c. Mounting Cage number one (1) per Caltrans TEES dated November 5, 2020.
			d. Service Assembly.
			e. Service Panel.
			f. Model 2216 24HV Cabinet Power Supply.
			g. One hundred twenty (120) V Monitored Power Strip.
			h. Input Assembly to have twenty-four (24) detector channels.
			i. Field Input Panel.
			j. Output Assembly.
			k. DC Power/Communication Bus.
			l. Model 2220 Auxiliary Display Unit.
NOTES/COMMENTS:			

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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IX. ATC 356 CABINET SPECIFICATIONS

A. MODEL 356 ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The model 356 ATC Cabinet Composition shall be furnished and ready for operation.
			2. MODEL 356 ATC Cabinet Composition shall adhere to the following requirements Unless otherwise specified:
			a. Housing two (2) per Caltrans TEES dated November 5, 2020.
			b. Slide-out Drawer/Shelf.
			c. Mounting Cage number two (2) per Caltrans TEES dated November 5, 2020.
			d. Service Assembly.
			e. Service Panel.
			f. Model 2216-24HV Cabinet Power Supply.
			g. One hundred twenty (120) V Monitored Power Strip.
			h. Input Assembly to have twenty-four (24) detector channels.
			i. Field Input Panel.
			j. Output Assembly.
			k. Field Output Panel.
			l. DC Power/Communication Bus.
			m. Model 2220 Auxiliary Display Unit.
NOTES/COMMENTS:			

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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B. ASSEMBLIES AND FILES FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. All assemblies and files shall be mounted on the cage mounting rails.
NOTES/COMMENTS:			

C. CABINET SHIPPING REQUIREMENTS FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The cabinets shall be delivered mounted on a plyboard shipping pallet, and the pallet shall be bolted to the cabinet base.
			2. The cabinet shall be enclosed in a slipcover cardboard packing shell.
			3. The housing doors shall be blocked to prevent movement during transportation
NOTES/COMMENTS:			

D. STAINLESS STEEL FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. All bolts, nuts, washers, screws (size eight (8) or larger), hinges and hinge pins shall be stainless steel unless otherwise specified.
NOTES/COMMENTS:			

E. CAGE MOUNTING FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. A cage mounting clear area for the controller unit shall be provided.
			2. The area shall extend one and one half (1.5) inches in front of the front EIA mounting angles and sixteen (16) inches behind the front EIA mounting angles.
NOTES/COMMENTS:			

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F. HOUSING FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The housing for the ATC Cabinets shall include, but not limited to, the following:
			a. Enclosure.
			b. Doors.
			c. Latches/Locks.
			d. Hinges and Door Catches.
			e. Police Panel.
			f. Ventilation.
			g. Gasketing.
			h. Cage Supports and Mounting.
NOTES/COMMENTS:			

G. HOUSING CONSTRUCTION FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. WATERPROOFING:
			a. The housing shall be rainproof/waterproof. The top of the enclosure shall be crowned to prevent standing water.
			2. DOORS:
			a. The housing shall have single front and rear doors, each equipped with locks.
			3. FABRICATING:
			a. The enclosure doors, lifting eyes, gasket channels, police panel, and all supports to be welded to the enclosure doors and shall be fabricated of aluminum sheet with a minimum thickness of 0.125-inch.
			b. Bolted on supports shall be either the same material and thickness as the enclosure -or- a minimum of 0.105-inch steel.
			c. The side panels and filter shall shall be fabricated aluminum sheet with a minimum thickness of 0.080-inch.
			4. EXTERIOR:
			a. All exterior seams and doors for enclosure shall be continuously welded and smooth.
			b. All edges shall be filed to a minimum radius of 0.03125-inch.

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			c. Cabinet welds shall be done by gas Tungsten arc TIG process only.
			5. ER5356 aluminum alloy bare weld electrodes conforming to AWS A5.10 requirements shall be used for welding on aluminum.
			6. Procedures, welders, and welding operators shall conform to the requirements and practices in AWS B3.0 and C5.6 for aluminum.
			7. Internal cabinet welds shall be done by either gas metal arc MIG -or- Tungsten arc TIG process.
NOTES/COMMENTS:			

H. HOUSING FOR ALUMINUM SURFACES OF ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. POWDER COATING:
			a. The cabinets shall be Powder Coated with a coating no less than 2 mils thick
			b. Color shall be aluminum finish, Federal Standard 595C #17178
			2. ENCLOSURE DOOR FRAMES:
			a. Shall be double flanged out on all four (4) sides
			b. Shall have strikers to hold tension on an form a firm seal between the door gasketing and the frame. .
			3. ENCLOSURE DOOR FRAMES:
			a. The dimension between the door edge and the enclosure external surface when the door edge is closed and locked shall be 0.156 (+/-0.08) inch.
			4. GASKETING:
			a. Shall be provided on all door openings and shall be dust tight
			b. . If Neoprene is used, the matting surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the matting metal surface.
			5. GASKETS:
			a. Shall be 0.25-inch minimum thickness closed cell neoprene or silicone (BOYD R-10480 o- equivalent).
			b. Shall be permanently bonded to the metal.
			c. A Gasket Top Channel shall be provided to support the top gasket on the door to prevent gasket gravitational fatigue.

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NOTES/COMMENTS:

I. HOUSING FOR THE CAGE BOTTOM, SUPPORT MOUNTING ANGLES, SIDE CAGE SUPPORTS, SPACER BRACKETS, AND LIFTING EYES OF THE ATCCABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Cage bottom support mounting angles shall be provided on either side of cabinet, level with the bottom edge of the door opening, for horizontal support and bolt attachment.
			2. Side cage supports shall be provided for the upper cage bolt attachments.
			3. Exterior bolt heads shall be tamperproof.
			4. Spacer brackets between the side cage supports and the cage shall be a minimum thickness of 0.188 for aluminum or 0.105 for steel.
			5. LIFTING EYES:
			a. The housing shall be provided with two (2) lifting eyes for placing the cabinet on its foundation.
			b. Each eye opening shall have a minimum diameter of 0.75-inches.
			c. Each eye shall be able to support a weight load of 1,000 lbs.

NOTES/COMMENTS:

J. HOUSING DOOR LATCHES AND LOCKS FOR ATCCABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. LATCHING HANDLES:
			a. The latching handles shall have provision for padlocking in the closed position.
			b. An additional 4.0-inch minimum gripping length shall be provided.
			c. Each handle shall be a minimum of 0.75-inch diameter stainless steel with a minimum of 0.5 in shank.
			d. To clear the lock and key the padlocking attachment shall be placed at 4.0 inch from the handle shank center.
			e. An additional 4.0-inch minimum gripping length shall be provided.
			2. LATCHING MECHANISM:
			a. The latching mechanism shall be a three (3)-point draw roller type.
			b. The push rods shall be turned edgewise at the outward supports and have a cross section of a minimum 0.25 in thick by 0.75 inch wide.

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			3. LOCKS AND HANDLES:
			a. When the door is closed and latched, the door shall be locked.
			b. The locks and handles shall be on the right side of the front door and left side of the rear door.
			c. The locks and handles shall be on the right side of the front door and left side of the rear door.
			d. The lock and lock support shall be rigidly mounted on the door.
			e. In the locked position, the bolt throw shall extend a minimum of 0.25 ± 0.03125 inch into the latch Cam area.
			f. A seal shall be provided to prevent dust or water entry through the lock opening.
			4. LOCKS:
			a. The locks shall be Corbin two (2) type, or equivalent.
			b. One (1) key shall be supplied with each lock.
			c. The keys shall be removable in the locked position only.
			5. BOLTS:
			a. The locks shall have rectangular, spring-loaded bolts.
			b. The bolts shall have a 0.281-inch throw and shall be 0.75 inch wide by 0.75 inch thick with a tolerance of ±0.035 inch.
			6. CENTER LATCH CAM:
			a. The center latch cam shall be fabricated with a minimum thickness 0.1875-inch steel or aluminum.
			b. The bolt surface shall horizontally cover the cam thickness.
			c. The cam shall be structured to only allow the door to open when the handle is moved toward the center of the door.
			7. ROLLERS:
			d. Rollers shall have a minimum diameter of 0.875 inch with nylon wheels and steel ball bearings.

NOTES/COMMENTS:

K. HOUSING CONSTRUCTION VENTILATION FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Housing Construction Ventilation to include but not limited to:
			2. INTAKE.
			3. EXHAUST.

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			4. FILTRATION.
			5. FAN ASSEMBLY.
			6. ENVIRONMENTAL CONTROLS.
			7. FRONT DOOR:
			a. The front door shall be provided with louvered vents. The louvered vent depth shall be a maximum of 0.25 inch.
			b. A removable and reusable air filter shall be housed behind the door vents.
			c. The filter filtration area shall cover the vent opening area.
			d. A filter shell shall be provided that fits over the filter providing mechanical support for the filter.
			e. The shell shall be louvered to direct the incoming air downward.
			f. The shell sides and top shall be bent over a minimum of 0.25 inch to house the filter.
			g. The filter resident in its shell shall be held firmly in place with a bottom bracket and a spring-loaded upper clamp. NO INCOMING AIR SHALL BYPASS THE FILTER.
			h. The bottom filter bracket shall be formed into a waterproof sump with drain holes to the outside housing.
			8. INTAKE AND EXHAUST AREAS:
			a. The intake, including the filter with shell, and exhaust areas shall pass a minimum of sixty (60) cu. Ft. of air per minute for housing #1 and twenty-six (26) cu. Ft. of air per minute for housing #2.
			9. ELECTRIC FAN:
			a. The housing shall be equipped with an electric fan with ball or roller bearings and a capacity of at least one hundred (100) cu. Ft. of free air delivery per minute.
			b. The fan shall be mounted within the housing and vented.
			10. TEMPERATURE CONTROLLING:
			a. The fan shall be controlled by a thermostat and shall be manually adjustable to turn on between thirty-two degrees (32°) F and one hundred forty degrees (140°) F with a differential of not more than twenty degrees (20°) F between automatic turn on and off.
			b. The fan circuit shall be protected at one hundred twenty five percent (125%) of the fan motor ampacity. The manual adjustment shall be graded in an increment scale of twenty degrees (20°) F.
			c. The Thermostat shall be an Omega KT01101141900 or equivalent.
			11. FILTER:
			a. The filter shall be sixteen (16) inch wide by twelve (12) inch high by 0.875 inch thick.
			b. The filter shall be an ECO-AIR Product E35S or equivalent.
NOTES/COMMENTS:			

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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L. HOUSING HINGES & DOOR CATCHES FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Housing Hinges & Door Catches, to include but not limited to:
			2. INTAKE.
			3. EXHAUST.
			4. FILTRATION.
			5. FAN ASSEMBLY.
			6. ENVIRONMENTAL CONTROL.
			7. LEAVE HINGES:
			a. Two (2)-bolts per leave hinge shall be provided to bolt the enclosure to the door.
			b. Housing 1B shall have four (4) hinges and Housing two (2) shall have three (3) hinges.
			c. Each hinge shall be a minimum of three and one half (3.5) inches long and have a fixed pin.
			d. The pin ends shall be welded to the hinge and ground smooth.
			e. The pins and bolts shall be covered by the door edge and not accessible when the door is closed.
			8. FRONT AND REAR DOORS:
			a. Shall be provided with catches to hold the door open at both ninety (90) and one hundred eighty (180) degrees, ± ten (10) degrees.
			b. The catch minimum diameter shall be 0.375 inches for plated steel, 0.375 inches for aluminum rods, or 0.25 inches for Stainless steel.
			c. The catches shall be capable of holding the door open at ninety (90) degrees in a sixty (60)-mph wind acting at an angle perpendicular to the plane of the door.
NOTES/COMMENTS:			

M. HOUSING CONSTRUCTION OF THE POLICE PANEL ASSEMBLY FOR ATCCABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. POLICE PANEL ASSEMBLY:
			a. A police panel assembly shall be provided to allow the police officers limited access to intersection control.
			b. including switches shall not extend into the cabinet more than two and one half (2.5) inches.
			2. POLICE PANEL DOOR:
			a. Shall be equipped with a lock. The lock shall be keyed for a master police key.

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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			b. One (1) key shall be furnished with each police lock. Each police key shall have a minimum shaft length of at least one and three quarters (1.75) inches.
			3. TOGGLE POWER SWITCHES:
			a. The police panel shall contain 2 DPST Toggle Power Switches. One (1) switch shall be labeled "SIGNALS ON/OFF" and the other shall be labeled "FLASH/AUTO".
			4. FRONT AND BACK OF THE PANEL:
			a. The front and back of the panel shall be enclosed with a rigid metal covering so that no parts having line voltage are exposed.
			5. PANEL ASSEMBLY:
			a. The panel assembly shall have a drain to prevent water collecting within the assembly. The drain shall be channeled to the outside.
NOTES/COMMENTS:			

N. STANDARD EIA NINETEEN (19) INCH RACK CAGE FOR ATCCABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The Standard EIA nineteen (19)-inch Rack Cage shall be installed inside the housing for mounting of the controller unit and cabinet assemblies as follows:
			2. EIA RACK PORTION:
			a. The EIA rack portion of the cage shall consist of two (2) pair of continuous, adjustable equipment mounting angles.
			b. The angle nominal thickness shall be either 0.1345 in plated steel or 0.105 in Stainless Steel.
			c. The angles shall be tapped with ten (10) to thirty-two (32) threads with EIA universal spacing.
			d. The angles shall comply with Standard EIA RS-310-D and shall be supported at the top and bottom by either welded or bolted support angles which form a cage.
			3. CLEARANCE:
			a. Clearance between rails for mounting assemblies shall be seventeen and three quarters (17.75) inches.
			4. ANGLES:
			a. Two (2) steel supporting angles extending from the front rails to the back rails shall be supplied to support the controller unit.
			b. The angles shall be designed to support a minimum of fifty (50) lbs. each.
			c. The horizontal side of each angle shall be a minimum of three (3) inches and be vertically adjustable.
			5. CAGE:

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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			a. The cage shall be bolted to the cabinet at four (4) points, via the housing cage supports and associated spacer brackets, two (2) bolts at the top and two (2) bolts at the bottom of the rails.
			6. CAGE POSITION:
			a. The cage shall be centered within the cabinet.
NOTES/COMMENTS:			

O. ATC CABINET SUBASSEMBLIES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. All ATC Cabinet components shall be in compliance with ATC 5301 v02.02 standard.
			2. OUTPUT ASSEMBLY:
			a. The Output Assembly shall be a 3U high rack mounted assembly.
			b. Shall accommodate eight (8) Model 2202 High-Density Switch Pack/Flasher Units (HDSP/FU), providing a total of forty-eight (48) output channels.
			c. Shall accommodate one (1) Model 2218 SIU to provide interface and control via system SB1/SB2.
			d. Shall accommodate one (1) Model 2212-HV CMUip.
			e. Shall include a hinged front panel with the following items:
			A.
			i. Stop Time Switch.
			ii. Auto / Flash Switch.
			iii. Four (4) Circuit Breakers and a twenty-four (24) VDC Bypass Switch that shall be a momentary pushbutton switch that, when pressed, energizes the 24 VDC to the HDSPs during Flash Mode.
			iv. The button shall be labeled "24 VDC BYPASS" and shall be located on the front of the Output Assembly. This allows a technician to momentarily apply twenty-four (24) VDC power to the HDSPs while in a Flash condition.
			f. The Front Panel shall be attached with thumb screws to allow access to the wiring.
			g. Circuit breakers shall be rated at five (5) A.
			h. The breakers shall be Carling Technologies "B" Series -or- approved equivalent.
			i. Each breaker shall protect two (2) HDSPs.
			j. The breakers shall be protected by a flip-up cover to protect against accidental activation.
			k. Shall utilize four (4) twenty-four (24)-pin connectors, Molex 39-38-8240 to interface the HDSP outputs to the Field Output Panel.

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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NOTES/COMMENTS:

P. ATC CABINET SUBASSEMBLIES-5301 v02.02 STANDARD

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. All ATC Cabinet components shall comply with ATC 5301 v02.02 standard.
			2. FIELD OUTPUT PANEL:
			a. Shall be coupled with the Output Assembly to provide pluggable connectors for the signal output field terminals, flash programming, and flash transfer relays.
			b. Shall house Eight (8) Model 21H HDFTRs and Eight (8) FPBs. NOTE: HDFTRs and FPBs shall be provided to control and select the color during flashing operation (red, yellow, or dark).
			c. HDSP Suppressors shall be provided at the field terminals for the protection of the HDSP. These suppressors shall plug-in to the backside of the FOP.
			d. Each HDFTR position shall be labeled with the number of its associated HDSP (one (1) through sixteen (16)). Each FPB position shall be labeled with the number of its associated channel (one (1) through sixteen (16)).
			e. Shall be provided with sixteen (16) six (6)-position Phoenix Contact Terminal Blocks, Model 1777765 plugs and 1720615 sockets.
			f. Each Field Terminal Block socket shall be labeled with the number of its associated channel (one (1) through sixteen (16)).
			g. Additional labels shall be provided to clearly indicate which terminals correspond to the red, yellow, and green switch pack outputs.
			h. Shall be mounted across the EIA rails and shall swing down using thumbscrews to provide access to the HDSP Suppressors and wiring for the FOP.
			i. Shall utilize eight (8), twelve (12)-pin connectors, Molex 39-28-8120, to interface the HDSP outputs to the FOP.
			j. The cables shall be long enough to allow the FOP to swing down with no interference.

NOTES/COMMENTS:

Q. ATC CABINET 24 CHANNEL INPUT ASSEMBLIES-

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. INPUT ASSEMBLY:
			a. shall be a 3U high rack mounted assembly providing twelve (12) slots of 22/44 pin PCB sockets for utilizing input devices such as loop detectors, AC and DC isolators, and EVA equipment.

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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			b. Shall accommodate one (1) Model 2218 SIU to provide interface and control between the Controller and the input devices via system 581/582.
			c. Shall house twelve (12), two (2)-channel detection modules up to twenty-four (24) channels.
			d. Shall utilize twelve (12), ten (10)-position Phoenix Contact terminal blocks, model 1757093 plugs and 1755817 sockets for the detector input field terminals.
			e. The twenty-four (24)-Channel FIP shall be coupled with the twenty-four (24)-Channel Input Assembly.
			f. The FIP shall provide a convenient landing point with barrier type terminal blocks for the field input wires in place of utilizing the pluggable connectors on the back of the input file directly.
			g. The FIP shall have positions for landing twenty-four (24), two (2)-wire inputs and their associated earth ground wires. The landing points shall be barrier type single row terminal blocks with eight (8) to thirty-two (32) size nickel-plated brass terminal screws. The terminal blocks shall be Cooper Bussman model A38220804.
			h. Each input terminal position shall be labeled with its associated channel number as well as terminals A, B, and ground for each channel.
			i. The FIP shall have positions for twelve (12) pluggable Detection Module Suppressors. The Detection Module Suppressors shall be supplied with the cabinet.
			j. The FIP shall be mounted across the EIA rails, and it shall swing down using thumbscrews to provide access to the back of the assemblies mounted in the opposite side.

NOTES/COMMENTS:

R. ATC CABINET SERVICE ASSEMBLIES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The Service Assembly shall be modular. It shall house: one (1) Model 2202-HV HDSP/FU, Pluggable Cabinet Suppressor-Filter, convenience outlet with integrated UPS sockets, four HDFU output fuses, five (5) Circuit Breakers and a Raw AC utility power input terminal block having five (5) screw terminals.
			2. The circuit breakers shall provide the following functions: Main-30A, Clean AC Power 15A, Raw AC Power 15A, Output Assembly 15A, HDFU 15A.
			3. The circuit breakers shall be Carling Technologies "B" series or approved equivalent.
			4. Circuit Breakers shall be protected by flip-up covers to protect against accidental activation.
			5. Service Assembly shall be 3U in height and mounted across the EIA rails.

NOTES/COMMENTS:

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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S. 120 V MONITORED POWER STRIP FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The 120 V Monitored Power Strip housing shall be metal.
			2. The 120 V Monitored Power Strip shall be a 1U rack mounted assembly with mounting flanges to support installation in two (2) and four (4) post racks.
			3. The 120 V Monitored Power Strip hardware shall allow for front or rear rack mount.
			4. The front panel display shall be LCD.
			5. The front panel shall display PDU output current in amps.
			6. The power strip shall be a minimum of fifteen (15) amps.
			7. The power strip shall have a minimum of six (6) receptacles.
			8. The power strip plug type shall be NEMA 5-15P.
			9. Output capacity shall be 1.44 kW@ 120 V / 15 A total capacity.
			10. The device shall have a SNMP/Ethernet interface.
			11. The device shall provide alert notifications via email or SNMP traps which offer immediate event notification.
			12. The device shall support HTTP, HTTPS, Device software protocols, SMTP, SNMPv1, SNMPv2, SNMPv3, Telnet, SSH, FTP, DHCP, BOOTP, NTP protocols.
			13. The device shall have software to remotely monitor status of the power strip.
			14. The device software shall have tiered access privileges to allow an administrator and a guest to login via web browser for remote monitoring.
			15. The device software and vendor shall provide the software updates and enhancements.
			16. The device shall have the ability to set user specified alarm and notification thresholds.
			17. The device shall be able to be monitored remotely via network or secure web browser.
			18. The device shall be operational in five percent (5%) to ninety five percent (95%) non-condensing relative humidity.
			19. The 120 V Monitored Power Strip shall be rated for outdoor operation.
			20. The power strip shall have a minimum warranty of two (2) years.

NOTES/COMMENTS:

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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T. SLIDE-OUT DRAWER/SHELF FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. A telescoping slide out drawer shall be built per Caltrans TEES dated November 5, 2020, requirements. See https://dot.ca.gov/programs/traffic-operations/tees .
			2. The drawer shall be capable of supporting a minimum of fifty (50) lbs.
NOTES/COMMENTS:			

U. SERVICE PANEL FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. A side panel shall be provided and mounted on the nineteen (19) inch rack on the right side when viewing from the rear of the cabinet.
			2. The panel shall be a minimum of .080 inches thick and shall be silkscreened to label the components.
			3. THE PANEL SHALL INCLUDE THESE ITEMS:
			a. A thirteen (13)-position minimum neutral bus.
			b. A thirteen (13)-position minimum equipment ground bus.
			c. The cabinet MC.
NOTES/COMMENTS:			

V. ATC CABINET PLUGINS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Model 2202-HV HDSP/FU shall be EDI iPack 2202-HV or approved equivalent.
			2. Model shall be EDI CMUip-2212-HV or approved equivalent.
			3. Model 2218 SIU shall be EDI SIU-2218 or approved equivalent.
			4. Model 2220 ADU shall be EDI ADU-2220 or approved equivalent.
			5. Model 2216-24-HV CPS shall meet or exceed standard ATC 5301 v.0202 requirements.
			6. Model 21H HDFTR.
			7. The HDFTR shall be a Struthers-Dunn Model 21XBXHL-48VDC or approved equivalent.

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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			8.	The HDFTR shall have a hermetically sealed cover and shall be moisture proof.
			9.	The HDFTR shall be filled with dry nitrogen to protect contacts from corrosion and to prevent condensation.
			10.	The HDFTR shall have a cupronickel cover that is salt water resistant.
			11.	The HDFTR contacts shall be rated at ten (10) Amps@ 120 VAC.
			12.	The HDFTR shall have an LED indicator to display contact transfer status.

NOTES/COMMENTS:

W. MAIN CONTACTOR FOR THE ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The MC shall be a combination solid-state and electromechanical relay in parallel and shall be rated at sixty (60) Amps @ one hundred twenty (120) VAC and SO Amps @ two hundred forty (240) VAC. The coil of the MC shall be rated at forty-eight (48) VDC.
			2. The MC shall be equipped with input indicator and shall have SPST- N.O. contacts.
			3. The MC shall be hermetically sealed.
			4. The MC shall be easily accessible without removing any covers or panels.
			5. The MC shall be mounted on the service panel for access to the wiring and to view the LED indicator.

NOTES/COMMENTS:

X. CABINET SUPPRESSOR-FILTER FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The cabinet shall be equipped with a pluggable Cabinet Suppressor-Filter, mounted in the Service Assembly.
			2. The pluggable Cabinet Suppressor-Filter shall be an EDCO Model SHA-1250 ITS, or approved equivalent.
			3. The unit shall incorporate the use of warning and failure indicators and shall have a dry relay contact remote sensing circuit. The unit shall be modular and pluggable with a twelve (12)-position Beau 5412 connector.
			4. The unit shall be rated at continuous service current of fifteen (15) Amps and maximum clamp voltage of three hundred ninety (390) Vac. The unit shall filter noise and spike from ten (10) KHz to twenty-five (25) MHz and shall have a peak surge current of forty-eight (48) KA.

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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NOTES/COMMENTS:

Y. DETECTION MODULE SUPPRESSOR FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The Detection Module Suppressor shall be Hesco model HE6LC-6, or Asco Power model MRA-6LC-6, or approved equivalent.
			2. The Detection Module Suppressor shall be modular and pluggable.
			3. The unit shall be epoxy encapsulated and equipped with six (6)-position 5.08 mm Phoenix Contact or approved equivalent connector.
			4. The unit shall be able to protect six (6) circuits.
			5. The device operating voltage shall be seventy-five (75) VAC and clamping voltage shall be one hundred thirty (130) VDC.
			6. The device dimensions shall be two (2) inches High by 0.7 inches Wide by 1.2 inches Deep.

NOTES/COMMENTS:

Z. HDSP PROTECTOR FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The HDSP Protector shall be modular and pluggable. The unit shall be a Hesco HE103C-9, Asco MPA303-9, or approved equivalent.
			2. The unit shall be epoxy encapsulated and equipped with nine (9)-position 5.08 mm Phoenix Contact connector or approved equivalent.
			3. The unit shall be able to protect six (6) circuits.
			4. The device operating voltage shall be one hundred twenty (120) VAC and clamping voltage shall be three hundred forty (340) VAC.
			5. The unit dimensions shall be two (2) inches High by 0.7 inches Wide by 1.2 inches Deep.

NOTES/COMMENTS:

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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AA. TESTING FOR ATC CABINETS ASSEMBLIES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Each cabinet assembly shall be tested as a complete entity under signal load.
			2. The cabinet shall be assembled and tested by the manufacturer or authorized local distributor to ensure proper component integration operation.
NOTES/COMMENTS:			

BB. COMPONENT REQUIREMENTS FOR ATC CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. SERVICE ASSEMBLY COMPONENTS:
			a. One (1) each one (1)-HDFU,
			b. One (1) each Model 2202-HV HDFU Cabinet Suppressor-Filter.
			2. OUTPUT ASSEMBLY COMPONENT:
			a. One (1) each Model 2218 SIU.
			b. One (1) each Model 2212-HV CMUip.
			3. FIELD OUTPUT PANEL COMPONENT:
			a. Eight (8) each Model 21H HDFTR.
			b. Eight (8) each HDSP Suppressor.
			c. Sixteen (16) each Red Flash Program Block.
			d. Four (4) each Yellow Flash Program Block.
			e. Four (4) each White Flash Program Block.
			4. INPUT ASSEMBLY COMPONENT:
			a. Twenty-four (24)-Channel.
			b. One (1) each Model 2218 SIU.
			5. FIELD INPUT PANEL COMPONENT:

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			a. Twenty-four (24)-Channel.
			b. Twelve (12) each Detection Module Suppressor.
			6. CABINET COMPONENT:
			a. DC Power/Communications Bus.
			b. One (1) each one hundred twenty (120) V Monitored Power Strip.
			c. One (1) each Model 2220 ADU.
			d. One (1) each Model 2216-24HV.

NOTES/COMMENTS:

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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X. VSA CABINETS

A. VSA CONTROLLER CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. "VSA CONTROLLER CABINET" – The Bidder shall furnish a cabinet that meets the following requirements:
			a. VSA cabinet shall meet NEMA Standards publication TS 4-2005, Hardware Standards for DMS, with NTCIP requirements as stated in the Design Standards Section.
			b. VSA Controller Cabinet Power Service will be ordered by NDOT for each cabinet site. Service will be one hundred twenty (120) V single phase with a minimum of thirty (30) AMP circuit.
NOTES/COMMENTS:			

B. VSA CONTROLLER STANDARD ALUMINUM 332-SERIES CABINET ENCLOSURE COMPONENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Two (2) full-sized doors, one (1) front door and one (1) rear door.
			2. Three (3)-point locking system with Corbin locks and stainless-steel handles.
			3. Two (2)-position bar stops on the bottom of each door.
			4. Removable self-standing nineteen (19) in rack assembly.
			5. Two (2) fluorescent lights, one (1) at the top of each door opening.
			6. Shelves for batteries.
			7. Pull-out drawer/shelf for laptop and other documents.
			8. Rack mounted power strip with surge suppression.
			9. Power block with circuit breakers to disconnect loads located in the cabinet.
NOTES/COMMENTS:			

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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C. VSA CONTROLLER CABINET UPS SYSTEM

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. A rack mounted UPS System to supply power to the sign during a utility service failure and ensure this system provides sufficient power to operate for a minimum of twenty-four (24) hours under the following conditions:
			a. LEDs are driven and one hundred percent (100%) brightness.
			b. Thirty percent (30%) of the Pixels are on.
			c. Ambient temperatures range from negative thirty-four (-34) to positive seventy-four (+74) degrees C.
			d. Only critical components should be powered for maximum efficiency during power interruptions.
			e. Ensure the UPS system provides uninterrupted power to the circuits powering the VSLS and beacons.
			f. Provide a network management module for remote monitoring.
			g. Provide a system with four (4) batteries in a series consisting of twelve (12) V, sealed, deep cycle, zero maintenance, AGM batteries, or a forty-eight (48)-V system.
			h. Provide multiple battery banks as required.
			i. Provide means to ensure batteries function under inclement conditions (battery cooling fans/ heating pads, etc.).
			j. Provide a battery run time chart with temperature compensation to verify the run time with the correlating power rating of the sign that meets the above stated battery backup time requirements along with the submission of your bid.
			k. If the battery run time chart and temperature compensation is not submitted with your bid, it must be submitted within five (5) days of a request from SPB.
NOTES/COMMENTS:			

D. VSA CONTROLLER MATERIAL REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. CABINET: Skyline 332 Control Cabinet Ground Mount Drawing number 332-CC-GM or unit that meets or exceeds requirement. Brand and model number bidding: _____
			2. SKYLINE DMS CONTROLLER: Skyline DMS Controller or unit that meets or exceeds requirements.

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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			<p>Brand and model number bidding:</p> <p>_____</p>
			<p>3. BEACON DRIVER RELAY.</p>
			<p>4. VSA DISPLAY DRAWING: Skyline five (5) by seven (7) Character Matrix seventy (70) mm Slimline Model number VSLLED-SN-1-70C-2 5x7-30C-I+GMC or unit that meets or exceeds requirements. Brand and Model number bidding:</p> <p>_____</p>
			<p>5. AC SURGE SUPPRESSOR: Tripp Lite Surge Protector Model number ISOBAR12ULTRA or unit that meets or exceeds requirements. Brand and model number bidding:</p> <p>_____</p>
			<p>6. Eaton Ethernet Surge Suppressor: Model numbers ZB24596 and ZB24598 or unit that meets or exceeds requirements. Brand and model number bidding:</p> <p>_____</p>
			<p>7. Cooper AC Surge Protector: Model number ZD1670 or unit that meets or exceeds requirements. Brand and model number bidding:</p> <p>_____</p>
			<p>8. BBU CONTROLLER: Alpha FXM 350 or unit that meets or exceeds requirements. Brand and model number bidding:</p> <p>_____</p>
			<p>9. BBU BATTERIES: Alpha Cell XTV Model number 195XTV or unit that meets or exceeds requirements. Brand and model number bidding:</p> <p>_____</p>
<p>NOTES/COMMENTS:</p>			

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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XI. AUTOGATE CABINETS

A. AUTOGATE CABINETS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The following are material requirements, construction details, testing and methods of measurement necessary to construct an Automated Gate Controller Cabinet:
			a. Bidder shall supply new materials only.
			b. All materials and installations shall comply with the Underwriter's Laboratory and National Electric Code.
			c. Components, accessories, and hardware shall combine to form an operational assembled product.
			d. All Manufacturers manuals, instructions and warranties shall be transferred to NDOT.
			e. Material shall operate in an environment of negative fifty degrees (-50) F to plus one hundred twenty-two degrees (+122) F and relative humidity of five percent (5%) to ninety five percent (95%) (noncondensing) without the assistance of fan-forced cooling.
NOTES/COMMENTS:			

B. AUTOGATE CABINET CONTROLLER CABINET MATERIAL

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The cabinet shall have a single door capable of being locked by a standard pad lock.
			2. The cabinet shall be 60"x24"x18" in size.
			3. Cabinet shall incorporate back-panels on the back and sides.
			4. The internal equipment and arrangement in the cabinet shall be per the drawings.
			5. All automated gate controller cabinets shall be the same size.
			6. The cabinet shall be sealed and non-ventilated, without fans, vents, lights, or louvers.
			7. Cabinets shall have an integral sun shield on the top of the cabinet.
			8. Cabinets shall be aluminum or stainless steel. Painted steel shall not be acceptable.
			9. The cabinet internal ground shall consist of one (1) or more ground bus-bars permanently affixed to the cabinet and allow for connection to a grounding electrode.
			10. AC neutral and equipment ground wiring shall return to the bus-bars.
			11. Each copper ground bus-bar shall have a minimum of twenty (20) connector points.
			12. Each connector point shall be capable of securing at least one (1) number One (1) AWG conductor.

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			13. All cabinets shall be subjected to a twenty-four (24)-hour burn-in period prior to shipping. The test shall apply power to the main terminals for a continuous twenty-four (24) hour period.
			14. Cabinets shall conform to NEMA Four (4) classification.
			15. Cabinet shall allow entry for conduit on the bottom surface.
NOTES/COMMENTS:			

C. AUTOGATE CABINET PROGRAMMABLE LOGIC CONTROLLER

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The PLC shall have a minimum of twenty (20) onboard one hundred twenty (120) V AC digital input points and twelve (12) one hundred twenty (120) V AC digital output points.
			2. The PLC shall have onboard Ethernet/IP communications.
			3. The PLC shall be one hundred twenty (120) V AC powered.
			4. The PLC I/O shall be capable of further expansion via DIN-rail mounted digital I/O modules with one hundred twenty (120) V AC voltage level.
			5. All I/O points shall be wired from the PLC I/O modules to terminal blocks or interposing relays as indicated by the drawings.
			6. Physical device outputs shall be wired to the normally open contact of these relays unless otherwise indicated.
NOTES/COMMENTS:			

D. AUTOGATE CABINET TERMINAL BLOCKS AND DIGITAL SIGNALS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Terminal blocks shall be UL rated for 600V, 30A minimum.
			2. Terminal blocks shall have a compression-style screw clamp connection.
			3. Terminal blocks shall be capable of accepting number twelve (12) AWG wire.
			4. Terminal blocks directly associated with digital I/O signals shall be two-tier with pre-manufactured jumper bars for distribution of common signals
			5. All terminal blocks shall be designed for DIN rail mounting. Extra deep fifteen (15) mm DIN rail shall be used.
			6. Bidder shall provide terminal block end sections and end stops for a complete installation.
			7. Terminal blocks shall be provided with snap-on label strips. Stick-on labeling is not acceptable.
			8. Bidder shall clearly label all terminal blocks in every control panel; unlabeled terminal blocks are not acceptable.

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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			9. Terminal blocks shall be Allen-Bradley, Phoenix Contact, or Weidmuller.
NOTES/COMMENTS:			

E. AUTOGATE CABINETS INTERPOSING RELAYS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Relays shall be plug-in style with a DIN-rail mountable base.
			2. Relays shall have LED-based on/off indication.
			3. Relays shall be used for all digital outputs from the PLC.
			4. Relays shall be SPDT with one hundred twenty (120) VAC or twenty (24) VDC coils as shown in the plans.
			5. Relays shall be Allen-Bradley 700-HK series, IDEC RJ series, or unit that meets or exceeds requirements. Brand and model number bidding: _____
NOTES/COMMENTS:			

F. AUTOGATE CABINET PUSHBUTTON CONTROL STATION

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. MATERIAL:
			a. Metal or Plastic.
			2. CONTACTS:
			a. Two (2) Normally Open.
			3. CONTACT RATING:
			a. Five (5) A @ one hundred twenty (120) VAC.
			4. OPERATION:
			a. One (1) Momentary Pushbutton shall be factory labeled "UP".
			b. One (1) Momentary Pushbutton shall be factory labeled "DOWN".
			5. Pushbutton Terminations:

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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			a. Screw Clamp
			6. PUSHBUTTON STATIONS:
			a. Each pushbutton station shall have an engraved phenolic nameplate mounted above it to indicate which gate it controls. Stickers shall not be acceptable.
			b. Pushbutton Stations shall be Square D, Allen-Bradley, or unit that meets or exceeds requirements. Brand and model number bidding: _____

NOTES/COMMENTS:

G. AUTOGATE CABINET AC UPS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. VOLTAGE OUTPUT:
			a. One (1) hundred twenty (120) VAC.
			2. POWER OUTPUT:
			a. Seven hundred fifty (750) VA.
			3. OUTPUT CONNECTIONS:
			a. NEMA 5-15R.
			4. WAVEFORM TYPE:
			a. Stepped approximately to a sinewave.

NOTES/COMMENTS:

H. AUTOGATE CABINET MOLDED-CASE CIRCUIT BREAKER

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. MANUFACTURERS:
			a. Eaton Corporation: Cutler-Hammer Products
			b. General Electric Co: Electrical Distribution & Control Division
			c. Square D/Group Schneider

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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			2. THERMAL-MAGNETIC CIRCUIT BREAKERS:
			a. Inverse time-current element for low-level overloads.
			b. Instantaneous magnetic trip element for short circuits.
			3. MOLDED-CASE CIRCUIT BREAKER, FEATURES & ACCESSORIES:
			a. NEMA AB 1, with interrupting capacity to meet available fault currents.
			b. Verify that accessories retained are available and appropriate for circuit breaker types and ratings specified.
			c. Standard Frame Sizes, trip ratings, and number of poles.
			d. Lugs: Mechanical style with compression lug kits suitable for number, size, trip ratings, and conductor material.
			e. Molded Case Switches shall have molded-case circuit breaker with fixed, high-set instantaneous trip only, and short-circuit withstand rating equal to equivalent breaker frame size interrupting rating.
			4. ENCLOSURE:
			a. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.
NOTES/COMMENTS:			

I. AUTOGATE CABINET FLASHER CONTROLLER

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Flasher shall be solid state or relay socket based.
			a. If flasher is relay socket based, the relay base shall be included.
			2. Flasher shall be panel or DIN-rail mounted.
			3. Wire connections shall be screw or clamp type.
			4. Coil voltage shall be one hundred twenty (120) VAC. Contact rating shall be ten (10) amps @ one hundred twenty (120) VAC.
			5. Controller shall be two (2) pole and sixty (60) flashes per minute.
NOTES/COMMENTS:			

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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J. AUTOGATE CABINET RADIO SCANNER / DTMF COMPONENT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Component requires one (1) one hundred twenty (120) V ac outlet for power. Size of the component is approximately eleven inches (11") by twelve inches (12") by four inches (4") thick.
NOTES/COMMENTS:			

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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XII. CAMERA TOWER CABINETS

A. CAMERA TOWER CAMERA SITE CABINET

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Bidder shall supply new materials only.
			2. All materials and assemblies shall comply with the Underwriter's Laboratory and National Electric Code.
			3. Components, accessories, and hardware shall combine to form one (1) operational assembled product.
			4. All Manufacturers manuals, instructions and warranties shall be transferred to NDOT.
			5. Material shall operate in an environment of negative fifty (-50) degrees F to plus one hundred twenty-two (+122) degrees F with a relative, non-condensing, humidity of zero percent (0%) to ninety five percent (95%) without the assistance of fan-forced cooling.
NOTES/COMMENTS:			

B. CAMERA TOWER CONTROLLER CABINET MATERIAL

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The cabinet shall have a single locking door keyed to the State's standard number Two (2) key.
			2. The cabinet shall be 36" X 24" X 17" to hold all necessary equipment and shall incorporate back-panels on the back and sides.
			3. The internal arrangement of equipment in the cabinet shall be per the Camera tower detail drawings 1 & 2
			4. The cabinet shall be sealed and shall not be ventilated by the use of fans, vents, louvers, or other means.
			5. Equipment cabinets shall be provided with an integral sun shield.
			6. Equipment cabinets shall be aluminum or stainless steel. Painted steel shall not be acceptable.
			7. Each copper ground bus-bar shall have a minimum of twenty (20) connector points.
			8. Each connector point shall be capable of securing at least one (1) number ten (10) AWG conductor.
			9. AC neutral and equipment ground wiring shall return to the bus-bars.
			10. Cabinets shall conform to NEMA four (4) classification requirements.
NOTES/COMMENTS:			

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

**INVITATION TO BID
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C. CAMERA TOWER CONTROLLER CABINET LIGHTNING SUPPRESSION

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. At a minimum, lightning suppression devices shall be installed to protect the following:
			a. Video cable between camera and server.
			b. Camera PTZ.
			c. 24-volt camera power.
			d. Network cables.
			e. Main power and rack mount 12-plug strip.
			2. Lightning suppression shall be Atlantic Scientific, Tripp-Lite, Polyphaser, Citel, or approved equivalent.
NOTES/COMMENTS:			

D. CAMERA TOWER CONTROLLER CABINET MOLDED-CASE CIRCUIT BREAKER

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Manufacturers: A.
			a. Eaton Corporation, Cutler -Hammer Products.
			b. General Electric Co., Electrical Distribution & Control Division.
			c. Square D/Group Schneider.
			2. NEMA AB 1, with interrupting capacity to meet available fault currents.
			3. THERMAL-MAGNETIC CIRCUIT BREAKERS:
			a. Inverse time-current element for low- level overloads and instantaneous magnetic trip element for short circuits.
			4. MOLDED-CASE CIRCUIT-BREAKER FEATURES AND ACCESSORIES:
			a. Verify that accessories retained below are available and appropriate for circuit-breaker types and ratings specified.
			b. Standard frame sizes, trip ratings, and number of poles.
			c. Mechanical style lugs with compression lug kits suitable for number, size, trip ratings, and conductor material.
			5. MOLDED-CASE SWITCHES:
			a. Molded-case circuit breaker with fixed, high-set instantaneous trip only, and

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			b. short-circuit withstand rating equal to equivalent breaker frame size interrupting rating.
			6. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.
NOTES/COMMENTS:			

E. CAMERA TOWER CONTROLLER CABINET GROUNDING AND BONDING

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. APPLICATION:
			a. In raceways, use insulated equipment-grounding conductors.
			b. Equipment Grounding Conductor Terminations to use bolted pressure clamps.
			2. EQUIPMENT GROUNDING CONDUCTORS:
			a. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.
			b. Install equipment-grounding conductors in all feeders and circuits.
			c. Common Ground Bonding with Lightning Protection System shall support electrical power system ground connection directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode.
			3. CONNECTIONS:
			a. Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be compatible.
			b. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
			c. Make connections with clean, bare metal at points of contact.
			d. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
			e. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps
			f. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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			g. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.
			h. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated
			i. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A
			j. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor
			k. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable
			4. GROUNDING CONDUCTORS:
			a. Insulated with green-colored insulation.
			b. ISOLATED GROUND CONDUCTORS:
			i. Insulated with green-colored insulation with yellow stripe.
			ii. On feeders with isolated ground, use colored tape, alternating bands of green and yellow tape to provide a minimum of three bands of green and two bands of yellow.
			c. GROUNDING ELECTRODE CONDUCTORS:
			i. Stranded cable
			d. UNDERGROUND CONDUCTORS:
			i. Bare.
			ii. Tinned.
			iii. Stranded.
			iv. unless otherwise indicated.
			e. BARE COPPER CONDUCTORS:
			i. Solid Conductors: ASTM B 3.
			ii. Assembly of Stranded Conductors: ASTM B 8.
			iii. Tinned Conductors: ASTM B 33.
			5. Sizes and types below are typical. Adjust to suit Project conditions and requirements.
			6. COPPER BONDING CONDUCTORS:

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			a. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG copper conductor, 1/4 inch in diameter.
			b. Bonding Conductor: No. 4 or No. 6 AWG, stranded copper conductor.
			c. Bonding Jumper: Bare copper tape, braided bare copper conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
			d. Tinned Bonding Jumper: Tinned-copper tape, braided copper conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
			7. GROUNDING BUS:
			a. Bare, annealed copper bars of rectangular cross section, with insulators.
			8. CONNECTOR PRODUCTS:
			a. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items
			b. Bolted Connectors: UL Listed Ground Bolted-pressure-type connectors, or compression type
NOTES/COMMENTS:			

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XIII.ADDITIONAL SPECIFICATIONS FOR ALL CABINETS LISTED ABOVE

A. ACCEPTABLE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Products bid must be as specified on each line included in the specifications of this ITB
			2. Equipment bid shall be the latest current model(s) in production as of the date of the ITB, be of proven performance, under standard design, complete as regularly advertised and marketed, and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below.
			3. Used, demonstrator, prototype, or discontinued equipment is not acceptable.
			4. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL equipment proposed.
			5. Literature should be complete and the latest published.
			6. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document.
NOTES/COMMENTS:			

B. ENERGY STAR PRODUCTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The bidder must provide products that earn the Energy Star and meet the Energy Star specifications for energy efficiency. The bidder is encouraged to visit https://www.energystar.gov/ for complete product specifications and updated lists of qualifying products.
NOTES/COMMENTS:			

C. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Bidder shall not impose minimum order requirements.
			2. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract.

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			3. Bidder shall not impose minimum order requirements.
			4. Estimated annual usage 332 LS Cabinets- See attachment A Bid Sheet Multiple Cabinets.
			5. Estimated annual usage 336 LS Cabinets- See attachment A Bid Sheet Multiple Cabinets.
			6. Estimated annual usage ATC Cabinets- See attachment A Bid Sheet Multiple Cabinets.
			7. Estimated annual usage Camera Cabinets See Attachment A Bid Sheet Multiple Cabinets.
			8. Estimated annual usage Autogate Cabinets- See attachment A Bid Sheet Multiple Cabinets.
			9. Estimated annual usage VSA Cabinets- See attachment A Bid Sheet Multiple Cabinets.

NOTES/COMMENTS:

D. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The bidder shall, upon request at any time by the State as determined by the State, provide a usage report of this contract by state agencies and political subdivisions.
			2. Information will include, but is not limited to:
			a. Agency/political subdivision name.
			b. Item name.
			c. Item number.
			d. Dollar amount.
			e. Fill rate information for Core List and Catalog/Non-Core items.
			f. Number of orders received
			g. Orders processed
			h. Back orders
			i. Partially filled orders
			j. Any additional report the SPB may deem necessary.

NOTES/COMMENTS:

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

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E. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Delivery desired withing thirty (30) calendar days ARO(s).
			2. The awarded Bidder(s) will maintain sufficient inventory to process and deliver within thirty (30) calendar days ARO.
			3. There will be no minimum order requirements. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Bidder will immediately notify the appropriate NDOT department, division or person that placed the order of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Bidder will be held responsible for any/all excess cost.
			4. 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 (BIDDER AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Delivery hours are from 7:00 A.M. to 3:30 P.M. Monday through Friday, excluding Saturdays, Sundays and State and Federally observed holidays.
			2. The Awarded bidder is to provide delivery location twenty-four (24) hours' notice before a delivery is made.
			3. The list of delivery locations below may not be an "all-inclusive list". Alternate delivery locations may be added during the lifetime of the contract.
			a. NDOT Operations Division Warehouse 5001 S 14 th Street Lincoln, NE 68512-1248
			b. NDOT 302 Superior Street Lincoln, NE 68521-2481
			c. NDOT 4425 S 108 th Street Omaha, NE 68145-0461
			d. NDOT Norfolk Maintenance Yard 1001 Alaska Ave Norfolk, NE 68701-2201
			e. NDOT 3305 W. Old Potash Hwy. Grand Island NE 68802-1488
			f. NDOT 140375 Rundell Rd Gering, NE 69341-0220
			g. NDOT North Platte District Shop 2400 West 14 Street North Platte NE 69101

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			h. NDOT 38764 Highway 6 McCook, NE 69341
			i. NDOT 736 E. 4th Street Ainsworth, NE 69210
NOTES/COMMENTS:			

G. PACKAGING

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

H. ORDERS

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

I. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
			2. A guarantee of satisfactory performance by the bidder and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this ITB.
			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.

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NOTES/COMMENTS:

J. GRAY MARKET PRODUCTS PROHIBITION

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The State will not accept Gray Market Products for this bid. 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:

K. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.
			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this bid for the entire warranty period.

NOTES/COMMENTS:

L. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The Bidder 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 Bidder made in its response to the bid, (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 bid or for which the State has relied on the Bidder'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 Bidder will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Bidder. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Bidder 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:

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****