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Corporate Profile

Hitachi Kokusai Electric Comark LLC

TECHNICAL PROPOSAL



Leaders

in Digital System Solutions

UHF/VHF/FM

MPEG-2 / H.264 / HEVC/IP

ATSC / DVB-T2 / ISDB-T/HD Radio

PARALLAX

EXACT Exciter

COMARK DIGITAL SERVICES

Contents

1.0	<i>Bidder Identification and Financial Statements</i>	3
2.0	<i>History with the State of Nebraska and NETC</i>	3
3.0	<i>Contract Performance</i>	3
4.0	<i>Bidders Corporate Experience - Background and Profile</i>	3
5.0	<i>Similar Project Experience and Subcontractor Information</i>	4
6.0	<i>Core Competencies</i>	5
7.0	<i>Technical Approach</i>	5
8.0	<i>Personnel and Management Approach</i>	6
9.0	<i>Awards</i>	8
10.	<i>Significant Accomplishments</i>	8
11.	<i>The Facility</i>	14
12.	<i>Manufacturing</i>	16
13.	<i>Quality Assurance</i>	18
14.	<i>Customer Service</i>	21
A.	<i>6903 Z1 Attachment A</i>	22
B.	<i>6903 Z1 RPF Sections 11 through VI</i>	23
C.	<i>Certificate of Good Standing</i>	48
D.	<i>Site Map</i>	49

1.0 *Bidder Identification and Financial Statements*

Hitachi Kokusai Electric Comark LLC, dba Comark Communications

Comark is located at 104 Feeding Hills Road, Southwick MA 01077 and is incorporated in the state of Delaware, a Incorporation document, a W-9 and financial statements are included at the end of the Technical Proposal. Comark was incorporated in 1972 and has been providing similar services for more than 50 years.

2.0 *History with the State of Nebraska and NETC*

Corporate and Employee relationships with the State

Business between Comark and the State started in 1994 when Comark installed an analog IOT transmitter at KHNE. This unit was converted to digital in 2002 when Comark supplied KPNE, KYNE, KLNE, KMNE, KRNE, KUON and KTNE with new digital IOT transmitters. We have continuously participated in bids for equipment and services over that time, the most recent being the VideoFlow bid #6832.

3.0 *Contract Performance*

Comark has no employees that have been associated with NETV and we have never had a contract terminated due to default.

4.0 *Bidders Corporate Experience - Background and Profile*

About Comark Communications

For over 50 years Hitachi Kokusai Electric Comark (hereinafter COMARK®) has been synonymous with broadcast expertise and innovation. A trusted partner to the world's leading broadcasters, COMARK has pioneered many developments that have shaped the industry, leading innovation in IOT & MSDC-IOT technology, transistorized solid-state technology, Digital Adaptive Pre-correction (DAP), and also winning multiple Emmy® Awards; and gaining numerous patents in technologies that have become fundamental to broadcasting. COMARK is now building on this great heritage with the release of an entire new range of transmission products for terrestrial television broadcasting, and state-of-the-art products for scientific/industrial RF applications. With thousands of active COMARK transmission systems deployed worldwide and a global support presence, COMARK plans to continue to develop technologies for the future, with efficiency and performance initiatives for improving coverage and saving power.

Corporate History

Comark Industries was started in 1972 in Westfield MA by Richard E. Fiore Sr. where it specialized in RF components and RF systems for the TV and radio broadcast market. These products were sold directly to broadcasters and also through UHF Television transmitter manufacturers including Townsend, CCA Electronics, and Harris.

The original **Comark Communications** was formed in 1978 specifically to design and manufacture UHF television transmitters (analog). At the time, Comark Communications was competing directly with RCA, Townsend, Harris, and Pye TVT (a division of Marconi). Incidentally, the Pye TVT transmitter line was sold to Varian and eventually to Harris Broadcast. Comark Communications and Comark Industries were merged in 1980 and were relocated to the current facility at 104 Feeding Hills Rd., Southwick, MA.

Comark Communications Inc. was acquired by Thomson-CSF in 1986, and then Thomson-CSF (later renamed Thales) sold the broadcast transmitter group to Thomson/Technicolor at the end of 2005. Parter Equity a German Investment Bank purchased the Thomson business from Technicolor in the 2nd quarter of 2011 as part of the wholesale divestiture of Thomson/Technicolor's broadcast and media businesses in Europe and the US. In late 2012, Richard Fiore led a management buyout of the company. In 2014 and again in 2015, Hitachi Kokusai Electric Inc. invested into Comark Communications LLC. In early 2018, Comark became a fully owned entity of Hitachi. The company has conducted business under several brand names including COMARK, Thomcast, Thales Broadcast & Multimedia, Grass Valley and most recently Thomson Broadcast.

5.0 *Similar Project Experience and Subcontractor Information*

1. Iowa Public television (IPTV) – As the prime contractor, Design, Install, Test and Maintain a nine (9) site Hub and Spoke IP delivery system between the Des Moines Hub and the nine (9) transmitter sites. Responsibilities included the design of an IPTV bi-directional 100Mbps fiber feeds to deliver ATSC 1.0 and ATSC 3.0 MPTS streams to the IPTV transmitter sites, all IP subnet definitions, total IP address plan/matrix for each piece of equipment on the network, firewall incorporation, and return path test and monitoring and SLA management. Documentation included as-built drawings, floor plans, wiring diagrams, performance tests, IP address matrix, all subnet and firewall definitions and storage of appliance/software configurations for disaster recovery. The project took about 1 year and started in December of 2022. The main contact is Mike Stover (stover@iowapbs.org, 515-725-9776). Subcontractors included Ateame, Enensys and Whalley's Computer.
2. Inyo Broadcast Holdings – 14 television station network installed from 2016 through 2019. Responsibilities included manufacturing, OEM procurement and integration, total project management and FCC proof of performance testing. Documentation included as-built drawings, equipment interconnect drawings, and FCC paperwork. The main contact is Shea Clark (sclark@inyotv.com, 727-403-5353)
3. Georgia Public Broadcasting - operates a state-wide PBS TV network using nine full-power DTV stations and a handful of low-power translators. Five of the state's seven VHF stations were repacked and therefore required new transmitters. Two of our stations that operated on UHF channels opted to sell their spectrum and switch to VHF low-band (WJSP and WNGH). We ordered a 12kW air-cooled unit from Hitachi-Comark for this station on VHF Channel 5. We also looked at the remainder of our station's requirements for repack, most of which were in the later phases of the process. Upon further discussions with Hitachi-Comark, we chose the company's Parallax liquid-cooled DTV transmitters to satisfy our remaining requirements. Field deployments went very smoothly. Hitachi-Comark assigned a program manager who

oversaw our entire project from start to finish. First, they performed comprehensive site surveys at all our transmitter facilities to ensure all details were documented prior to actual on-site work. New transmitter equipment and associated accessories were deployed systematically to each repack transmitter site directly from the vendor's facility. Hitachi-Comark's installation crews were highly professional and extremely efficient with their on-site work.

4. Most of the work will be done by direct Comark employees, Kessler and Gehman Associates will be used for the spectral analysis at Broken Bow and McCook.

6.0 *Core Competencies*

COMARK has developed a long and impressive list of core competencies necessary to thrive in both the TV broadcast and scientific / research markets. These core competencies allow the company to bring unique and innovative technologies to market as well as provide real-world US based service and support. COMARK's core competencies include:

- RF and IP Engineering
 - Common amplification and signal correction IP
 - RF components, systems, filtering and optimization
 - IP system planning and integration
- High power tube experience
- Solid state amplifier experience – UHF, VHF, FM
- System Integration
- Modulation and correction technology
- Remote monitoring / control
- Manufacturing and test
- Full scope of customer service and support, SLA management
- Sales and Marketing

7.0 *Technical Approach*

COMARK clearly understands the scope of the project and has a great deal of experience with similar projects with equal scope and complexities. Greater detail can be provided after an award.

- a) Understanding the project requirements – This proposal includes all aspects of the project management, installation, testing and reporting so as to complete the three FM site installation prior to the Constriction Permit expirations. Comark is providing all project management, the services to supervise all tower related work, installation services for all indoor equipment and their interface with the IP feeds from NETC.
- b) Proposed development approach – Pre purchased equipment lists will be reviewed to ensure all interface equipment has been purchased and will be on site for a smooth and uninterrupted installation. This will include matching connector inputs and outputs, properly power rated materials, all IP addresses made available, checking that all networks are sufficiently bandwidth capable, and ensuring that all vendor contacts are current and accurate.
- c) Technical considerations – Technical considerations also include safety considerations. Most of the technical considerations have already been discussed in the proposal. Tower crews will be asked to submit a climbing plan before any installation begins. Also, any existing broadcast

equipment that may cause harm to a climber will have to be itemized and their power reduced per regulations. Most specifically, any work on an AM tower will have to be approved by the tower crew, NETC personnel and any Nebraska regulation body that may have to be notified.

- d) Detailed project work plan – Comark will use a GANTT chart and excel files to plan, chart and report on progress and timeliness. Milestones will be created and managed with the vendors (tower crew(s), electrician, OEM suppliers (transmitters/radios, antennas, tx lines, etc.) and reported to NETC. Activities on the plan will include shipping dates, equipment arrival dates, offloading crew coordination, electrician completed dates, tower crew arrival and departure dates, IP headend completion dates (from NETC), radio equipment installing and testing dates (roughly 1 week per site estimated), and performance testing activity.
- e) Deliverables and due dates – Deliverables as provided by others include antennas, transmission lines and associated installation hardware, FM radio transmitters, equipment racks, interfacing cables (coaxial and IP), electrical circuits breakers and panels, surge suppression equipment, grounding and bonding, and miscellaneous hardware. Comark will provide all necessary test equipment and tools for the transmitter installation.

8.0 *Personnel and Management Approach*

A description of the various tasks and the Comark approach is provided in 6903 Z1 Attachment A which is included later in the Technical Proposal. There are a few unknowns that can affect the approach and the time to complete all three sites. Firstly, if one tower crew is used then the delivery, off-loading and tower related installations must happen linearly. If multiple tower crews are used, then some activity can happen in parallel. The Comark project manager will oversee all activity, but multiple Comark people can be used to supervise off-loading and tower activity. Secondly, if the equipment for all 3 sites is ready for delivery, then activity can begin right away (within a week or two of the award). This is preferable as weather will become a factor as we get later into the year. At some point, all tower activity could be brought to a halt due to weather. If transmitters have a later delivery, that is fine. Indoor work can typically commence anytime, but it is critical to get the antenna and lines installed and tested as early in the year as possible so as to meet the CP expirations.

The sites are reasonably close together, so we don't anticipate any delays due to travel. Comark has reached out to the RF supplier to see if all 3 sites equipment will be delivered on the same truck, or multiple trucks. If they are on one truck, Comark will have an offloading crew follow delivery to each site and store the equipment safely. If multiple trucks are used, we will have the tower crew unload the equipment and commence with installation immediately. Further detail is provided in Attachment A.

Tom Barbeau - Vice President of Engineering

Tom Barbeau joined the Comark Communications organization as an Embedded Systems Engineer back in 1999. He worked for the organization until his group was spun off into Thomson Video Networks in 2010, where he functioned as a Senior Systems Engineer until 2016. He rejoined Comark in February of 2017 as the Vice President of Engineering. In his current role as Vice President of Engineering, he oversees the design and development of Comark's high power RF amplification and transmission products that are used for broadcast, scientific and industrial applications. Tom is also responsible for overseeing the coordination and integration of third party equipment into Comark products, and for long term strategic product planning and focus.

Prior to joining Comark originally, Tom worked in the Defense, Aerospace, and Commercial business sectors where he worked in developing guidance system components and in creating embedded controls systems for ultrasonic imaging and high speed OCR scanning systems.

Tom holds a Bachelor of Science degree in Electrical Engineering from Western New England College, Springfield, MA. Tom also retired as a Lieutenant Colonel from the US Army Reserves, where he had a career spanning 28.5 years that included multiple company and battalion command positions, and two mobilizations, including one combat tour in Iraq.

Joseph Turbolski - VP of Sales & Marketing

Joe Turbolski has been with Comark organization since 1991.

In his current role as VP of Sales & Marketing, he oversees the sales, proposal and marketing departments for the organization including preparation/maintenance of customer specific collateral,

forecast prep/analysis, customer database administration, and management of the proposal development group.

Previous positions held at the company include Business Development Manager where he was focused on market analysis and development of business strategies for two-way wireless communications systems as well as product line definitions and strategic partnership opportunities. Other positions included Sales Engineer, Field/Systems Engineer, and Systems Engineering Manager.

Education includes an associate's degree in specialized technology at Lincoln Technology Institute, Allentown, PA and various other specialized courses and seminars.

Joe is an avid car guy. He attends Mustang and other car shows and he even re-builds them!

Michael Roosa – Sales Manager

Mike has been with Comark since 1987.

In his role as Sales Manager, he is responsible for the direct sales to all broadcast stations and groups in a 28 state region West of the line from Michigan to Louisiana. As a 42 year veteran of the broadcast industry he has held roles in applications engineering, domestic and international sales and sales management and business development.

Mike holds a bachelor's degree in physics from Moravian University and was a TA working towards his Master's in physics at Scranton University. He did his business training and education at Kings University. Mike was a wrestling coach for more than 30 years and now lives on a family Angus ranch with his wife in Danville Pennsylvania.

9.0 Awards

COMARK has been presented with numerous awards and industry accolades throughout the years for our innovations and successful products. COMARK is the only transmitter vendor to win three technical Emmy® Awards, including an award for pioneering development of Digital Modular Adaptive Precorrection (DAP™) for ATSC 8VSB Digital Transmitter Systems. Here are a few examples of the awards presented to COMARK.



10.0 Significant Accomplishments

Hitachi Kokusai Electric Comark LLC has a long-standing presence in the industry highlighted by the following accomplishments:

2024:

- COMARK's EC600HP-BB3 Transmitter Series Wins Best of Show Award, Presented by TV Technology
- Comark Announces Cost Effective LEX-2000 ATSC 3.0 Upgrade Solution
- Comark Releases PARALLAX Compact Transmitter for SFN and NextGenTV

2023:

- KUAT Deploys a 55kW PARALLAX UHF DTV Transmitter
- NEW E-Compact VHF High-Powered Air-Cooled DTV Transmitters
- Iowa PBS Upgrades Hub and Spoke Encoding Solution from CDS

2022:

- WLII is On-Air with a New COMARK 19.2kW PARALLAX VHF Band 3 Transmitter
- Hitachi Kokusai Electric Comark's EC700HP-BB3 Transmitter Series Wins Best of Show Award, Presented by TV Technology
- Hitachi Kokusai Electric Comark and Vislink Announce Reseller Agreement
- Hitachi Kokusai Electric Comark Announces Improved E-Compact High-Power Air-Cooled Transmitters at NAB-2022

- Television Jamaica (TVJ) goes "LIVE" with an end-to-end ATSC 3.0 Solution from Hitachi Kokusai Electric Comark

2021:

- Christian Television Network Orders Multiple PARALLAX® UHF DTV Transmitters for Non-Repack Requirements
- WGBH Upgrades PARALLAX® VHF DTV Band 1 Transmitter System to 47.8kW
- ARK Multicasting, Inc. Orders Multiple E-Compact Transmitters for LPTV Repack from Hitachi Kokusai Electric Comark
- WQPT is On-Air with a 27.5kW PARALLAX UHF DTV Transmitter from Hitachi Kokusai Electric Comark

2020:

- Hitachi Kokusai Electric Comark and Airways Announce Reseller Agreement
- Hitachi Kokusai Electric Comark and VideoFlow have partnered to provide ATSC 1.0 / 3.0 Solutions
- Hitachi Kokusai Electric Comark Announces the EC700LP-AT1 and EC700MP-BB3 Air-Cooled Transmitters for LPTV
- WHRO Orders a 68kW PARALLAX® UHF DTV Transmitter from Hitachi Kokusai Electric Comark
- Hitachi Kokusai Electric Comark Hitachi Kokusai Electric Comark Releases PARALLAX® All-In-One Transmitter for Non-Repack and NextGen TV
- Edge Networks Inc. Goes "LIVE" with a full ATSC 3.0 solution from Hitachi Kokusai Electric Comark
- WSBE adds OTT Origin Server to Existing ATSC Encoding System

2019:

- Hitachi Kokusai Electric Comark's EC710MP-BB Air Cooled Transmitter Wins Future's Best of Show Award, Presented by TV Technology
- Phoenix Model Market Single Frequency Network Transmissions to begin with an ATSC 3.0 SFN System from Hitachi Kokusai Electric Comark
- Hitachi Kokusai Electric Comark Introduces Outdoor Tower Mount SFN ATSC 3.0 Transmitter
- Hitachi Kokusai Electric Comark and Triveni Digital Announce Reseller Agreement for ATSC 1.0 and 3.0 Solutions

2018:

- Hitachi Kokusai Electric Comark Wins NewBay's Best of Show Award, Presented by TV Technology
- WGBH / WBGY orders VHF transmitters for repack from Hitachi Kokusai Electric Comark
- Maryland Public Television orders 75kW PARALLAX UHF DTV Transmitter from Hitachi Kokusai Electric Comark
- Hitachi Kokusai Electric Comark Releases PARALLAX VHF band 1 Transmitter for Spectrum Repack and ATSC 3.0

- Bahakel Communications, Ltd. Signs Repack Master Purchase Agreement with Hitachi Kokusai Electric Comark
- Hitachi Kokusai Electric Comark and Ateame Announce Partnership Agreement for ATSC 1.0 and 3.0 Encoding Solutions

2017:

- WCTE Orders New PARALLAX DTV Transmitter from Hitachi Kokusai Electric Comark
- Meredith Orders Repack Transmitters from Hitachi Kokusai Electric Comark
- Hitachi Kokusai Electric Comark Announces the “Repack Optimized” E-Compact Air Cooled Transmitter Family at NAB-2017
- Hitachi Kokusai Electric Comark Releases EXACT-V2 IP Optimized DTV Exciter
- Comark Transmitter with TeamCast exciter ready for ATSC 3.0 Field-tests in Cleveland
- Hitachi Kokusai Electric Comark Announces a Live Glass-to-Glass ATSC 3.0 Demonstration at NAB
- Hitachi Kokusai Electric Comark Releases PARALLAX™ Doherty VHF Transmitter for Spectrum Repack and ATSC 3.0

2016:

- Hitachi Kokusai Electric Comark Releases PARALLAX™ Doherty VHF Transmitter for Spectrum Repack and ATSC 3.0; transmitter now supports VHF Band 3 (174-216MHz)
- Hitachi Kokusai Electric Comark Releases EXACT-V2 “IP Optimized” DTV Exciter, these next generation DTV exciters supports both ATSC 1.0 and ATSC 3.0.
- Comark’s DTV Transmitter and TeamCast based exciter in use for ATSC 3.0 Field-tests in Cleveland; testing by NAB and CTA
- Hitachi Kokusai Electric Comark Announces the “Repack Optimized” E-Compact Air Cooled Transmitter Family at NAB-2017

2015:

- Samsung Electronics Co. Ltd., COMARK and TeamCast demonstrate the world’s first Terrestrial Broadcast of full ATSC 3.0 technology at CES 2015, showing over the air reception of MPEG-H HEVC Ultra HD video and MPEG-H 3D audio content
- NAB-2015: COMARK introduces PARALLAX™—the industry’s next generation medium and high power, liquid cooled, high efficiency solid state transmitter. It delivers an industry best of up to 27.5kW, stacked in a single rack cabinet
- NAB-2015: COMARK introduces the E-Compact series of high efficiency air cooled solid state UHF DTV transmitters. The E-Compact is available to support most worldwide DTV standards including ATSC, DVB, and ISDB-T
- ONE Media, COMARK and TeamCast join efforts for an end-to-end live demonstration of ATSC 3.0 technology at the NAB Show 2015

2014:

- Hitachi Kokusai Electric Inc. invests into Comark Communications LLC accelerating efforts to increase its global market share of broadcasting equipment, aiming to be one of the world’s leading providers of video and wireless network solutions

- COMARK introduces QoS-1000; a cost effective solution for Quality of Service monitoring of any transmitter RF output

2013:

- COMARK received an order from MNC Group (PT. Media Nusantara Citra Tbk) for a new DCX Paragon MSDC-IOT digital TV transmission system used to launch new DVB-T2 service for Global TV's free-to-air channel in Surabaya, Indonesia
- COMARK introduces the MPTV-8000 Medium Power TV series of solid state DTV transmitters. The MPTV-8000 solid state transmitters utilize DOHERTY amplifier technology along with the latest 50VDC LDMOS devices
- COMARK introduces the CMX-5000 MPEG-2 digital TV encoder and multiplexer. The CMX-5000 is an integrated platform but is also very flexible. The unit can be configured to accommodate several different encoding needs.

2012:

- Management buyout of the company and name changed from Thomson Broadcast, LLC to Comark Communications LLC
- COMARK launches the all new LPTV-8000 low power product line and ATSC-8000 advanced high performance digital TV exciter at the NAB show
- KQED Public Television, one of the nation's most-watched public television stations during primetime purchases a DCX Paragon two-tube 38kW DTV transmitter for its transmitter facility on Mt. Sutro, CA

2011:

- Indosiar, one of Indonesia's top three broadcasters, ordered six new Thomson Inductive Output Tube (IOT) high-power transmission systems for its national television network
- WMBC-TV successfully deployed an ATSC single-frequency network (SFN) from Thomson to improve its coverage in New Jersey and New York City
- Brookhaven National Laboratory selected Thomson to supply technology for its NSLS-II Project in Long Island, N.Y.
- Thomson Supplies ATSC Mobile DTV System to WGCL-TV in Atlanta

2010:

- Boston's WGBH Broadcasts Region's First ATSC Mobile Video Service with Thomson Platform
- Thomson Supplies Transmission System FOX Charlotte - WCCB for Mobile DTV Broadcasting
- Arqiva Selects Thomson to Support New DVB-T2 Network in the U.K.

2009:

- Thomson completes factory acceptance testing and begins delivery of first DCX Paragon transmitters for the digital switch-over in UK

2008:

- US Broadcaster Trinity Upgrades Networks with Thomson's DCX Millennium Digital Transmitters

2007:

- Thomson Delivers Transmitters for MediaFLO USA Mobile DTV Rollout

- Thomson selected for Modeo's DVB-H headend system for mobility deployment at their Pittsburgh, PA Network Operations Center (NOC)
- Thomson in Multi-Million Dollar Deal to Supply Transmitters for UK Digital Switchover, Arqiva(UK Reseller) orders 39 DCX Paragon 1+1 DVB-T transmitter systems

2006:

- Lockheed Martin orders 2nd 400 MHz UHF IOT based SIIA from Thomson

2005:

- WGBH upgrades existing IOT DTV Tx with Thomson DCX Paragon high efficiency IOT
- Crown Castle Orders Thomson's DVB-H Transmitter Systems for Mobile TV Deployment
- Cornell University orders 1.3GHz IOT based Scientific Industrial IOT Amplifier (SIIA) from Thomson
- Thomson supplies UHF IOT SIIA to Danfysik, Denmark for the Australian Synchrotron Project

2004:

- Thomson unveils ADAPT-IV, Latest Generation Exciter for Digital Transmitters
- World on Wireless Limited Selects Thomson for Pay-TV Deployment in Bermuda, includes AFFINITY 200-watt average power digital solid-state UHF transmitters with integrated DVB-T modulators in a 19:1 active reserve configuration including all necessary RF combining and switching systems.
- Lockheed Martin orders 400 MHz UHF IOT based Scientific Industrial IOT Amplifiers (SIIA) from Thomson for high power RF component testing
- Thomson supplies UHF IOT SIIA to Diamond Light Source, UK's national synchrotron science facility, located at the Harwell Science and Innovation Campus in Oxfordshire, England

2003:

- Thomson wins 3rd Emmy Award for the pioneering development of Digital Modular Adaptive Precorrection (DAP™) for ATSC 8VSB Digital Transmitter Systems
- Thomson awarded patent for oil cooling of MSDC-IOT amplifier. Patent # 6,601,641
- Thomson awarded patent for a method to protect an IOT amplifier from stored energy in a linear High Voltage Power Supply (HVPS) without the use of a crowbar circuit. This patent covers the company's SoftArc Technology (SAT), which is incorporated in the DCX Paragon. Patent # 6,724,153
- Brookhaven National Labs orders UHF IOT based Scientific Industrial IOT Amplifier (SIIA) from Thomson, marking first major endeavor in the Scientific based applications

2002:

- Thomson debuts the DCX PARAGON™ MSDC IOT transmitter, Revolutionary MSDC IOT technology premiers at NAB 2002

2001:

- New York Public Broadcasting Stations sign with Thomson for digital rollout. Products included in the sale are Thomson DCX MILLENNIUM, ULTIMATE, and IOX transmitters
- Thomson introduces AFFINITY digital low power transmitter, Unit offers proven design and cost savings

2000:

- Raycom Media selects Thomson for digital transmission, purchase includes ULTIMATE solid-state transmission system
- The DCX Millennium transmitter debuts at NAB 2000

1999:

- Thomson wins a 2nd Emmy Award for technical achievement for MPEG analysis system

1998:

- WKOW-DT is the first station in the US to go “on-air” with full power DTV “N+1” configuration with transmitters supplied by Thomson
- Thomson, LIN Television’s KXAS, and NBC work together to air live HDTV content in the form of a Texas Rangers baseball game, made possible by Thomson’s digital transmitter

1997:

- Fox Television Group and Thomson sign DTV agreement
- Thomson Signs DTV agreement with PBS station WGBH
- Thomson and LIN Television sign DTV agreement

1996:

- COMARK launches the first IOT transmitter specifically designed for digital at NAB ‘96
- COMARK and Ion Media (formerly Paxson Broadcasting) reach strategic DTV agreement
- COMARK and NBC sign strategic agreement to provide HDTV services to NBC owned and operated stations
- Thomson is selected to supply IOX digital transmitter for WHD-TV, the nation’s model HDTV station project

1995:

- Successful completion of North Carolina field test project with COMARK IOT transmitters
- National Institute of Standards and Technology (NIST) granted matching funds to support a joint venture led by the David Sarnoff Research Center which included COMARK to develop critical technologies needed to enable production and delivery of HDTV

1994:

- First COMARK domestic IOX transmitter “on-air” at WABU-TV 68 in Boston, MA

1993:

- COMARK introduced the 3rd generation “IOX” transmitter line at NAB ‘93 supporting both NTSC and future HDTV for “DUAL USE”
- Delivered the first COMARK IOX transmitter with dual carrier NICAM sound in common amplification to the Finnish Broadcasting Company
- U.S. patent awarded to COMARK for aural carrier corrector. Patent # 5,198,904

1992:

- WETA-TV 26 in Washington, D.C. transmitted the first all-digital broadcast of HDTV in the world using a COMARK transmitter

- FCC Advisory Committee on Advanced Television Service selects COMARK's "DUAL USE" 60kW IOT transmitter for the North Carolina field test project
- NBC owned and operated WRC-TV made the first simulcast transmission of both HDTV and NTSC in Washington, DC utilizing a COMARK "DUAL USE" IOT transmitter. This represented the 1st commercial TV broadcast and reception of over the air HDTV signals

1991:

- COMARK awarded the "Excellence in Engineering Award" from Television Broadcast magazine for the development of the 60kw UHF air-cooled transmitter

1990:

- COMARK receives an Emmy Award from the National Academy of Television Arts and Sciences (NATAS) for the development of the Klystrode tube and transmitter

1988:

- First COMARK Klystrode IOT transmitter placed into full time broadcast service at WCES-TV

1987:

- COMARK launched production of the Klystrode IOT based transmitter

1986:

- COMARK introduced the 2nd generation "S" series Klystrode IOT based amplifier at NAB '86, significantly increasing UHF tube based amplifier efficiency over klystrons

1981:

- Comark Communications delivers first klystron transmitter system designed around 55kW wide band klystron from E2V, fully broadband amplifier for UHF television

1978:

- Comark Communications based in Westfield, MA established first High Power UHF transmitter designed around E2V external cavity klystron yielding the highest efficiency of any UHF transmitter system to date

11.0 *The Facility*

The facility is located at 104 Feeding Hills Road in Southwick, Massachusetts, 8 miles due west of Springfield, MA. The facility is within the following distances of other metropolitan areas and airports:

Hartford, Connecticut	25 miles (south)
Bradley Int'l Airport (BDL)	12 miles (southeast)
Boston, Massachusetts	104 miles (east)

Interstate 91, a major north-south route, is 8 miles from the plant and provides easy access to the Massachusetts Turnpike (Interstate 90, a major east-west route) in Springfield, and Interstate 84, another major east-west route, with a junction in Hartford, CT.



104 Feeding Hills Road, Southwick MA 01077, USA

The facility and land on which it is located (4.33 acres) encompasses the original building (18,050 square feet, and now about 31 years old) and an addition that added 18,554 square feet, for a total of 36,604 square feet. Subsequently, another addition was constructed that comprised 12,000 square feet, resulting in a “footprint” on the property of 48,604 square feet. The last addition consists of a mezzanine area of 5,050 square feet, resulting in a total usable space of 53,654 square feet.



The entire facility, including production areas, is air-conditioned and protected by sprinklers. An alarm system provides monitored 24-hour security for the building perimeter along with monitoring for sprinkler flow (to lessen water damage in case of a malfunction) and over-temperature conditions in the server room (to prevent damage to computer assets). Alarms are monitored off-site and are responded to by either local police or fire departments, depending on the type of alarm. A fire hydrant is located within 100 feet of the facility, and is hydrostatically tested annually by the town of Southwick.

12.0 *Manufacturing*

Manufacturing includes several individual departments as highlighted below:

Transmitter Assembly encompasses cabinet assembly and integration, sub-assembly operations, electro-mechanical assembly, minor manual PCBA assembly, touch-up and repair, and customer service support where needed.



Assembly Line



Machine Shop is responsible for the fabrication of broadcast specific parts and assemblies, as well as being the “go-to” department for repair of components involved in “off-air” emergencies (lightning strikes, ice damage, power surges, etc.).

Weld Shop works in concert with the Machine Shop, and is also involved with repairs in support of Customer Service. Almost all metal joining operations can be accomplished, including welding (MIG & TIG), soldering, silver soldering, and brazing.

RF Assembly is responsible for the integration and test of active and passive RF systems and components. Also works with Production Test when workload allows.

Production Test is responsible for board level, module, chassis sub-assembly and cabinet testing, as well as troubleshooting & repair in support of Customer Service.



Production Test



Machine Shop

13. *Quality Assurance*

1.0 Purpose: To establish a system for informing appropriate personnel of instances of nonconformance to the quality system requirements, or product defects, and to initiate corrective actions. The intent is to address specific discrepancies where the quality system has been breached or where procedures or instructions need to be added or modified to satisfy the criteria towards elimination of the root cause of the nonconformance. In addition, to describe the methods used towards preventative actions.

2.0 Scope: This system encompasses the activities of all departments in the company as they relate to the quality of the product or quality system. Corrective and Preventative actions are taken to avoid recurrence of, or potential for, problems on the manufacturing floor, customer reported issues, and any operational function which affects the quality of the products or system.

3.0 Definitions:

CAR - A Corrective Action Request can be initiated due to quality system audits, Material Review Reports, Return Authorization Material Reports, Product Work Orders, Routings, direct observations, customer complaints, or to address a potential problem; i.e., Preventative Action.

Corrective Action - An action taken to eliminate the causes of an existing nonconformity, defect or other undesirable situation in order to prevent reoccurrence.

Corrective Action Review Team (CART) – A group of personnel who meet periodically to review C.A.R.'s, and the respective corrective actions taken to resolve and eliminate the occurrence of the nonconformance.

Nonconformance - Any instance where a procedure, instruction, process, or policy has not been followed, fails to meet known requirements, or may be in conflict with an existing approved document and/or the Quality system.

Preventative Action - An action taken to eliminate the cause, or causes, of a potential nonconformity, defect, or other undesirable situation in order to prevent occurrence.

SCAR - Supplier Corrective Action Request.

4.0 Association Materials:

Internal Corrective Action Form

Supplier Corrective Action Form

Customer Corrective Action Form (Syteline)

5.0 Responsibility

- 5.1 Every employee has the responsibility for initiating a CAR where a nonconformance or inadequacies are discovered, or known, and corrective actions appear warranted.
- 5.2 The QA Manager has the responsibility for the overall corrective action system, which includes verifying the implementation and evaluating the effectiveness of the corrective action taken.
- 5.3 The CART is responsible to provide an organized systematic evaluation of all CAR's towards meeting established quality system requirements. In addition, the CART shall arbitrate to conclusion any unresolved conflict with the effectiveness of, or the type of, corrective actions taken.
- 5.4 This procedure is the responsibility of the Quality Assurance Manager and is approved by Senior Management.

6.0 Procedure

- 6.1 Initiating a corrective action is taken as part of a structured approach towards identifying and eliminating the root cause of nonconformity's, to avoid the recurrence of the discrepancy, or to eliminate the cause of a potential nonconformance.
 - 6.1.1 Corrective actions shall be documented in one of four ways;
 - Formal Corrective Action Request – Issued for internal problems (systemic product quality issues, QMS documentation, and internal audits) and controlled using the associated form and instructions.
 - Formal Supplier Corrective Action Request – Issued for supplier related product quality issues normally, but not limited to, recurring or serious problems.
 - Material Review Report – Within the Control of Nonconforming Material Procedure, meetings and actions to be taken shall be documented and reported on.
 - Return Authorization Report – Depending on the cause for a customer return, corrective actions may be determined and the actions stated on the completed RA.
- 6.2 All CAR's shall be submitted to the QA Manager and directed at the individual and/or appropriate department manager, who is most responsible for that function involving the discrepancy.
- 6.3 Once the QA Manager reviews the request, by assigning the control number, the CAR is forwarded to the designated individual where an investigation is done to detect the cause of the discrepancy and action needed to be taken to prevent recurrence.

- 6.4 The responsible department manager shall review and approve the recommended corrective action, prior to submitting to the QA Manager for final approval. This shall be done prior to implementation of the stated actions wherever possible
- 6.5 The QA Manager shall coordinate the appropriate teams to review past due CAR's on an as needed basis, to review all CAR's on a periodic basis, and to oversee the corrective action system in general.
 - 6.5.1 The CART members shall consist of the managers of Quality, Manufacturing, Engineering and the President. Other individuals may be requested to attend. Where SCAR's are being evaluated the Purchasing Manager shall be included.
- 6.6 The QA Manager, or the CART, shall determine the appropriate follow up action required to ensure the actions taken are effective. This shall be based on the critical nature of the complaint or nonconformance, evidence of the root cause analysis, and the stated implementation steps to be taken.
- 6.7 The methods for determining the effectiveness, as appropriate, shall be stated in the Corrective Action Report. Corrective actions are closed when evidence of the effectiveness is available.
- 6.8 The QA Manager shall present for management review on a quarterly basis at minimum, relevant information on actions taken and the effectiveness for CAR's and SCAR's.
- 6.9 The QA Manager, as needed, shall submit a SCAR directly to the supplier for identified nonconforming material errors. As with an internal CAR, the CART shall evaluate and analyze each SCAR. for effective implementation, evidence of root cause analysis and appropriate follow up action.
- 6.10 An open CAR log shall be maintained by the QA Manager, evaluated routinely, and made available, electronically or by hard copy, to concerned parties.
- 6.11 Preventative Action Request, i.e., proactive actions not tied into a direct failure event, are taken following reviews, trend analysis, customer complaint reports, annual procedure reviews, manufacturing related reviews, etc. The extent of documentation varies by actions taken, but typically is tied into procedural or work instruction revisions and/or department operational changes. A CAR form may be used to document the PAR.
- 6.12 During the evaluation of PAR's, the effects of the potential problem as well as requirements for determining the effectiveness of the actions to be taken shall be considered.
- 6.13 When responses to a CAR exceed thirty days or the implementation actions to be taken exceed the stated due date, the QA Manager shall inform and/or request approval by the President. If needed the individual requesting the extended due date shall supply supportive information to the President and QA Manager to substantiate the extended time request.

7.0 Document, Data, and Record Control

Document Control: All forms and documents within this procedure are controlled through the Quality Management System and will be maintained on the Share Drive.

14. *Customer Service*

The **Hitachi-Comark Customer Service Group** in Southwick MA is comprised of two groups working together. The first group is traditionally thought of as the **Customer Service Group** which answers customers' technical questions. The second group is traditionally thought of as the **Field Services Group**.

These functions comprise the Operations Group within Hitachi-Comark. The goal of the group is to ensure customer satisfaction is fully met from initial contract signature through the life of the product. This must be accomplished while keeping the project on schedule and within budget.

The transmission equipment is specialized requiring support services in a variety of engineering disciplines. The Customer Service Group provides customers support through:

- 24 x 7 Call Center @ 800-345-9295
- Spare Parts
- Repair Services
- Field Services
- Custom tailored Service Level Agreements
- Field and Factory Training Programs
- Factory Training

To reserve your seat for any of these training sessions, or to request further information, please contact our Training Coordinator.

II. TERMS AND CONDITIONS

Bidders should complete Sections II thru VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should 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. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. 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 Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

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

A. GENERAL

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda,
 - b. Amendments to the Request for Proposal,
 - c. Questions and Answers,
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums 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 or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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 of Nebraska.

B. NOTIFICATION

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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. BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Nonnegotiable)

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 agreement 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. DISCOUNTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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

F. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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

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

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

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

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

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

I. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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

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

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

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

J. RECORD OF VENDOR PERFORMANCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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

M. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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 email to the contractor's point of contact with acknowledgement from the contractor, 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 default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

N. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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.

O. SEVERABILITY

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

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.

P. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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 third party 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. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor’s and their employees, provided by the Contractor.

3. SELF-INSURANCE

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

Q. ATTORNEY’S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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.

R. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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

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

S. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), 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. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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

T. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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 manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. 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.

U. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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.

V. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

The contract may be terminated as follows:

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

W. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, 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 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M R			

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease.

The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Educational Telecommunications Commission
 RFP #6903 Z1
 1800 N 33rd St.
 Lincoln, NE 68503
lsun@nebraskapublicmedia.org

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of

coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

4. DEVIATIONS

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

G. ANTITRUST

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

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

H. CONFLICT OF INTEREST

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

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

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

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

I. SITE RULES AND REGULATIONS

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

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

J. ADVERTISING

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

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

K. DISASTER RECOVERY/BACK UP PLAN

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

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

L. DRUG POLICY

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

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

M. WARRANTY

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

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

N. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

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

B. TAXES (Nonnegotiable)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. **email invoices to accounting@nebraskapublicmedia.org** The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)

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

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

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate

the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Contractor’s performance of this contract upon a thirty (30) days’ written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor’s place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor’s business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

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

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

Nebraska Educational Telecommunications Commission (NETC) plans to expand its network of FM radio stations across the state of Nebraska by adding three additional full power class C3 radio stations, KGNE-FM, KUNE-FM, and KNNE-FM. The locations of these three new stations will be Broken Bow, NE, Columbus, NE, and McCook, NE. Construction permits for these stations were obtained as a result of the FCC's November 2021 NCE FM filing window. Due to staffing shortages, NETC is seeking the services of a contract engineer through this RFP document to assist with the project management and construction of these stations before the FCC Construction Permits expire in early 2025.

B. CURRENT ENVIRONMENT

NETC currently has FM translators for the Columbus and McCook markets. These translators will be turned off when the full power stations are put on the air. For Columbus, NETC is currently in negotiations with Vertical Bridge REIT, LLC regarding tower space. For Broken Bow, the new FM station will utilize space on a tower owned by Great Plains Communications, and the McCook station will be placed on a tower owned by NETC.

NETC distributes programming for its main/HD1 and HD2 channels via terrestrial IP and each of its full power sites has terminal and processing equipment in place that completes the air chain and routes audio into the transmitter. This is a pre-planned design that is common across all NETC owned sites. The contractor hired will build to this specification with equipment purchased by NETC.

C. SCOPE OF WORK

Consultant will provide overall project management for build out of the three FM sites. A complete project schedule will be created, managed, and maintained by the consultant.

Initial site visit: Consultant to come on site and tour the three sites plus an additional site that NETC has completed. This site visit may take up to a week of time as soon as the contract is signed.

Project management and consulting assistance. May include: Initial observations, reports, tour report, weekly updates/reports, commissioning reports and assistance with communication between client and vendors, equipment build out, and commissioning.

Contractor shall be responsible for installation, commissioning, and testing of equipment needed for site build out. Considering integration with existing equipment, the staging location is likely to be at the three FM sites.

The goal of this project is for the consultant to build out three FM Full power sites as per NETC's specifications. NETC staff has done the groundwork of selecting the FM transmitting antennas and transmitters and will work with the consultant on delivery dates for those items. NETC is also responsible for signal delivery to the sites. It will be the consultant's responsibility to build out the air chain at each site.

For Broken Bow and McCook sites: a minimum of one week on-site after the antenna and transmission lines installed. This must include FM RF Spectrum Analysis. Include option for a second contiguous week per site. For Columbus, if AM tower is used, must include pre-construction AM base current readings, a minimum of one week plus one extended week on-site after antenna and transmission line installed. Must include FM RF spectrum analysis and post-construction AM base current readings. However, the exact duration of on-site work before and after RF installations may vary at the discretion of the contractor, with the goal of maximizing efficiency.

Consultant is not necessarily responsible for ordering equipment. NETC staff will assist with that process. Consultant will be responsible for mounting equipment, rack assembly, and wiring the equipment as per NETC provided drawings and specifications. The consultant should have the equipment racks and associated equipment at all three sites built as similarly as possible.

NETC will provide consultant a list of vendor contacts and other information so they can interact with vendors.

Consultant will be allowed to hire independent contractors if needed. If independent contractors are used, they will be directed by the consultant in their day-to-day work.

NETC will obtain local electrical contractors to furnish the electrical power needs and requirements for each site.

D. DELIVERABLES

1. Consultant shall provide overall project management and construction of the three FM stations, as outlined in the aforementioned statement of work (SOW), which includes developing project schedules, check list, and conducting periodic meetings with client.
2. Consultant shall deliver as-built drawings and documentation for each site, containing site-specific information on installation, configuration, test data, commissioning, and any modifications warranting future improvements.

Section V is noted and agreed to: MR

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions: format and order:

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past three (3) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder's responsibilities,
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

a. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a

description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

b. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s),
- ii. specific tasks for each subcontractor(s),
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

2. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Understanding of the project requirements,
- b. Proposed development approach,
- c. Technical considerations,
- d. Detailed project work plan; and
- e. Deliverables and due dates.

Section VI noted and agreed to: MR

6903 Z1 Rebid
ATTACHMENT A – Technical Requirements

Bidder Name: Hitachi Kokusai Electric Comark, dba Comark Communications

Bidder should fully respond to each question in enough detail to allow for comprehensive evaluation of the response. Responses will be considered in evaluating Technical Approach.

Technical Requirements	
1.	<p>Describe any failover plan in place to minimize service interruptions during on-site system integration due to hardware failure or software issues, or other unforeseen circumstances.</p> <p>Response: The Columbus and McCook translators will remain in service while the new radios are installed. The new radios will be tested and once proof of performance is verified the translators will be turned off and the new system will be put to air. Broken Bow is a new system so off air down time is not a concern.</p>
2.	<p>Describe overall approach and steps the Bidder takes to enable delivery of product specified in the RFP to meet deadlines.</p> <p>Response: NETC has already ordered the equipment for all build-outs. The project manager will coordinate the shipment & receipt of the equipment for each site and will be there to manage its off loading, inspection and storage until it is installed. This will include coordination with tower crews, mechanical installation team(s) and electricians. The antenna and transmission line delivery will be closely coordinated with the tower crew as they will off load the materials and begin their installation. Assuming equipment is ready and a single tower crew is used, delivery will begin at KGNE/Broken Bow in September, then KNNE 2 to 3 weeks later, then to KUNE so that all tower work is completed by November and prior to winter weather. This yields plenty of time to go back to KGNE and install the indoor equipment well in advance of the CP expiration. After finalizing KGNE, the installation crew(s) will go to KNNE and then KUNE. The distance between sites is a maximum of 215 miles or 3 ½ hours drive time, so it is perfectly feasible to start work within 1 day between sites.</p>
3.	<p>Describe the type of documentation the Bidder will provide to the client upon completion of the project including recommendations for further site improvement(s).</p> <p>Response: Documents will include the following for each site: As built drawings and floor plan, signal flow diagram, signal quality report from input through output, AC Power layout with panel and breaker sizes, proof of performance data for the transmitter, sweep data for the transmission line and antenna, spectral analysis for KGNA & KNNE, site improvement suggestions, Site completion records for submitting to the FCC.</p>
4.	<p>Describe the Bidder's project management to stay on schedule for site implementation including but not limited to equipment installation, integration, sub-contractors, equipment commissioning, tower crew, and surveyor if needed.</p>

	<p>Response: Much of this information is included in Item 2. Material delivery is an integral part of the project management, not just the scheduling of working crews. Time and money are wasted if material is not on site to keep the crews productive and on time. Comark has completed hundreds of such projects during its 50 year history, including the installation of NETC's original IOT transmitters, which served the State for nearly 20 years. What we don't know today for certain, and which can affect the approach, is whether or not multiple towers crews and mechanical installers will be used. If equipment is not available for delivery in September, then multiple crews may be necessary to complete all outdoor projects prior to winter weather.</p>
5.	<p>Describe communication method to keep the client informed with project progress, manage tower crew, vendor coordination for commissioning and final cutover.</p> <p>Response: Our installation crews and project managers create nightly reports with pictures to keep everyone informed on progress, a copy of a typical report is included. Reports include installation progress as well as problems that have occurred. Everyone is copied on these reports including management and customer contacts. Comark uses email and live reporting tools on Microsoft Teams.</p>
6.	<p>Describe Bidder's process for choosing and managing a subcontractor if applicable.</p> <p>Response: Firstly, not all subcontractors are created equally. Subcontractors that Comark may employ for mechanical installation have already been vetted and used by us in the past and know/use our systems. Other subcontractors such as electricians and tower crews will require customer approval and will require licenses to work locally and permission to work by the owners of the towers. Once chosen, the Comark project manager will be on site to witness all work and will require climbing plans before tower work is allowed to commence.</p>

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6903 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Hitachi Kokusai Electric Comark, dba Comark Communications LLC
Bidder Address:	104 Feeding Hills Road, Southwick, MA 01077
Contact Person & Title:	Michael Roosa, Sales Manager
E-mail Address:	mroosa@comarktv.com
Telephone Number (Office):	413 998 1529
Telephone Number (Cellular):	570 881 3951
Fax Number:	413 998 1194

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Hitachi Kokusai Electric Comark, dba Comark Communications LLC
Bidder Address:	104 Feeding Hills Road, Southwick, MA 01077
Contact Person & Title:	Michael Roosa, Sales Manager
E-mail Address:	mroosa@comarktv.com
Telephone Number (Office):	413 998 1529
Telephone Number (Cellular):	570 881 3951
Fax Number:	413 998 1194

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 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.

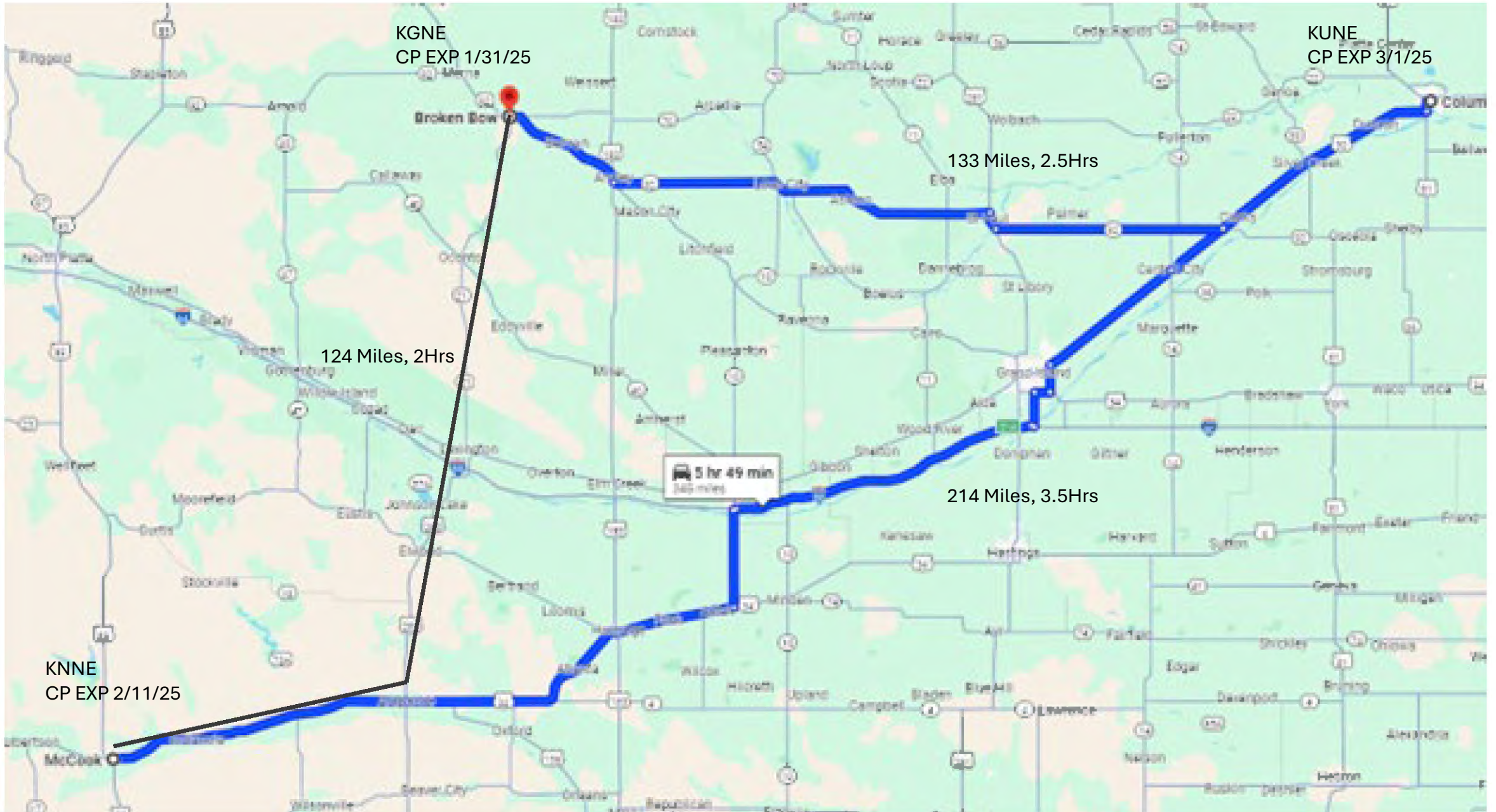
_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date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

_____ 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.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Comark Communications LLC
COMPLETE ADDRESS:	104 Feeding Hills Road, Southwick, MA 01077
TELEPHONE NUMBER:	413 998 1529
FAX NUMBER:	413 998 1194
DATE:	July 8, 2024
SIGNATURE:	<i>michael roosa</i>
TYPED NAME & TITLE OF SIGNER:	Michael Roosa, Sales Manager



KGNE
CP EXP 1/31/25

KUNE
CP EXP 3/1/25

133 Miles, 2.5Hrs

124 Miles, 2Hrs

5 hr 49 min
349 miles

214 Miles, 3.5Hrs

KNNE
CP EXP 2/11/25

Hitachi Kokusai Electric Comark LLC

TECHNICAL PROPOSAL



Corporate Information

<https://www.hitachi-kokusai.co.jp/global/en/corporate/index.html>

www.hitachi.com/IR-e/library/integrated/2023/ar2023e.pdf

**Cost Proposal 6903 Z1 Rebid
3 FM Stations**

Bidder Name: Hitachi Kokusai Electric Comark, dba Comark Communications

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

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

Description	Initial Contract Period Year 1			Optional Renewal Year 1		
	# of Hours	Rate/Estimate	Total	# of Hours	Rate/Estimate	Total per hour
Project management	600	\$ 250.00	\$ 150,000.00	1	\$ 250.00	\$ 250.00
Tower survey, design, install and testing*	288	\$ 280.00	\$ 80,640.00	1	\$ 280.00	\$ 280.00
Estimated Time for completion	90 days			As required		
Travel Expenses***			\$ 61,350.00			
Pre-construction AM Tower base readings and spectral analysis**	80	\$ 440.00	\$ 35,200.00	Same as above		
Pre-construction AM Tower base travel expenses**			\$ 3,030.00			

*Note: Just for clarification, this cost is specific to the installation and testing of the FM Radio and One Week Spectral Analysis at the Broken Bow and McCook sites. This does not include the AM tower readings at Columbus as that appears to be valid only IF the AM tower is used. That cost appears as a separate line item titled Pre-Construction AM tower readings. The same price may be used for the optional second week at each site.

Further, this item is priced such that the Comark Project Manager will be on site for all activities. Kessler Gehman and Associates will perform the spectral analysis as a subcontractor and it may not be necessary for the PM to be on site with them. If this is agreed to by NETC, this cost can be reduced by \$20,000.

** The FCC has now authorized the use of software analysis for such readings, but Comark has used a worse case scenario in the proposal.

***Travel Expenses are estimated high and are priced as NOT TO EXCEED. If actual travel expenses are lower, NETC will be billed the lower amount. Things such as Teams/Zoom meetings can help reduce travel costs