

## 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:
PS			

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:
PS			

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:
PS			

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:
Ps			

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:
A			

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:
Ps			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

**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:
PS			

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:
PS			

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:
B			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, 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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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

The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State 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.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
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>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"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 Rebid  
 1800 N 33<sup>rd</sup> St.  
 Lincoln, NE 68503  
[lsun@nebraskapublicmedia.org](mailto: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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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](mailto: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:
PS			

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:
AS			

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, including travel expenses as appropriate.

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.

## 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 (refer to Section V and Attachment A):

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

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

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:	P.S. Ideas L.L.C. dba Summit Technology Group
Bidder Address:	3261 Orchard Lake Road Keego Harbor, MI 48320
Contact Person & Title:	Jon Hartmeyer, Sales Engineer
E-mail Address:	sales@summittechgroup.com
Telephone Number (Office):	(248) 706-6963 Option 1
Telephone Number (Cellular):	(248) 706-6963 ext. 101
Fax Number:	(248) 706-6941

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:	P.S. Ideas L.L.C. dba Summit Technology Group
Bidder Address:	3261 Orchard Lake Road Keego Harbor, MI 48320
Contact Person & Title:	Jon Hartmeyer, Sales Engineer
E-mail Address:	sales@summittechgroup.com
Telephone Number (Office):	(248) 706-6963 Option 1
Telephone Number (Cellular):	(248) 706-6963 ext. 101
Fax Number:	(248) 706-6941

## 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:	P.S. Ideas L.L.C. dba Summit Technology Group
COMPLETE ADDRESS:	3261 Orchard Lake Road, Keego Harbor, MI 48320
TELEPHONE NUMBER:	(248) 706-6963
FAX NUMBER:	(248) 706-6941
DATE:	7/22/2024
SIGNATURE:	<i>X Paul Stewart</i>
TYPED NAME & TITLE OF SIGNER:	Paul Stewart, President





**SUMMIT**  
TECHNOLOGY GROUP

## **TECHNICAL APPROACH**

- A. Understanding of Project Requirements:** The project consists of the building of 3 new transmitter sites for Nebraska Educational Telecommunications. Each site build will have the equipment pre-purchased and the antenna/feedline installed. We are to install a new Nautel transmitter at each site and all associated equipment. Testing on the transmitter and equipment for each site is to be performed and all work to be documented. Transmitter and associated equipment will be fully operational and any training needed to be performed before the project is completed.
- B. Proposed Development Approach:** The approach of this project is there will be an initial visit from the project manager. After gathering information from that visit and receiving a list of the equipment a timeline and scope of work shall be written including a time table. Coordination at that time will be made with the other contractors of the build.
- C. Technical Considerations:** Technical considerations for this project include access to the site, doorway large enough to bring equipment into the site, enough space in the site for the equipment/layout, proper power available at the site, communications at the site and the building being secure. Also verification of proper heating/cooling systems at the site to handle the load and requirements of the equipment.
- D. Detailed Project Work Plan:** Project work plan will be finalized after the initial site visit by the project manager. That work plan includes equipment placement, wiring/interconnection of equipment, initial testing and system testing. Time allotments for each phase of the install will be developed after the initial visit.
- E. Deliverables and Due Dates:** Deliverables and Due Dates Will be determined after the pre-install visit by the project manager. Delivery from the supplier, time and personnel needed for equipment install and proper testing procedures will be taken into consideration to determine the due date that will be agreed upon for the launch of each station.



# SUMMIT TECHNOLOGY GROUP

## CORPORATE OVERVIEW

- A) Bidder Identification and Information:** P.S. Ideas L.L.C., dba Summit Technology Group is headquartered at 3261 Orchard Lake Road, Keego Harbor, Michigan 48320. The business is 100% owned by Paul Stewart. P.S. Ideas became incorporated in the State of Michigan in 2006 and began offering broadcast solutions in 2014.
- B) Financial Statements:** Summit Technology Group is a broadcast engineering business providing engineering and consulting to broadcasters throughout the United States and Canada. We also provide several software products to broadcast stations that were developed in house. Services provided are the sales and installation of broadcast transmitters, studio equipment, consultation including site studies and due diligence inspections, compliance audits, FCC filings, maintenance agreements and repair services. There are no current judgements or litigation against Summit Technology Group.
- C) Change of Ownership:** No change of ownership is expected or anticipated with Summit Technology Group.
- D) Office Location:** The main office for Summit Technology Group is located at 3261 Orchard Lake Road, Keego Harbor Michigan, 48320. The main contact phone number is 248-706-6963.
- E) Relationships With The State:** Summit Technology Group has no dealings with the State of Nebraska over the previous 3 years.
- F) Bidder's Employee Relations to State:** The party in the proposal (Paul Stewart) has had no dealings with the State of Nebraska in the past 36 months.
- G) Contract Performance:** This bidder has had no contract with the State of Nebraska in the past 3 years.
- H) Summary Of Bidder's Corporate Experience: The Following Summit Technology Group was the prime bidder and no subcontractor used for scope of work.**
- a) WFUM (University of Michigan/Michigan Public Radio) - purchase and install of a Nautel GV transmitter. Transmitter was placed and installed. Connected to STL for audio. New transmission line cut and run to coax switch. Transmitter tested for proper operation. Project scheduled for 2/13/2024 - 2/16/2024 and from 2/21/2024 - 2/22/2024. Project was completed on time and on budget. Contact is Tom Peterson - [radiotec@umich.edu](mailto:radiotec@umich.edu) - 734-276-6145.
  - b) WGIE - the station was purchased by a new owner and needed to be updated before returning to air. Transmission system needed to be checked and verified for proper operation, EAS system needed to be purchased and installed, STL system needed to be purchased and installed. Playout system needed to be installed and set up. Project scheduled from 1/29/2024 - 2/2/2024 and was completed on time and below budget. Tom Susman - [tomsusman@tsgsolution.com](mailto:tomsusman@tsgsolution.com). 304-552-2064.
  - c) Michigan Association of Broadcasters Studio Lighting Install - install of a multi functional lighting system for their video and audio studio. Project was scheduled



# SUMMIT

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from 1/16/2024 to 1/19/2024 and was finished on 1/18/2024. Contact is Dan Kelley - [dkelley@michmab.com](mailto:dkelley@michmab.com). 517-484-7444. Project was completed on budget.



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Paul Stewart attended Albion College where he graduated with a Bachelors of Arts in Economics and Management with an emphasis in Accounting. Stewart currently lives in West Bloomfield and co-owns the Major Second office building in Keego Harbor where Summit Technology Group calls home. Stewart is certified by the Society of Broadcast Engineers and serves on the Michigan Association of Broadcasters Engineering Committee. Stewart previously worked for ENCO Systems, a leader in broadcast automation and playout solutions and multiCAM Systems, a leader in visual radio, meeting and conference capture, lecture capture, medical simulation capture, and live audio/video technologies. Stewart is well versed in AM/FM/TV transmission workflows and maintains several transmitter sites for our clients.

Dan Hills is an SBE-certified Senior Broadcast Engineer with over 22 years of Radio and Television Engineering experience in both domestic and foreign markets. Hills holds an Electrical Engineering Technology degree from Michigan Technological University, with an emphasis on Engineering Management. Hills was also responsible for the adoption and implementation of digital television (DTV) transmission for the Mauritius Broadcasting Corporation, the state broadcasting agency of the Republic of Mauritius, while under contract with The Harris Group. Hills also worked for two years as Transmission Engineer for Barrington Broadcasting, and 10 years as a contract engineer serving broadcast radio stations in Northern Michigan before joining the Summit Team.

RJ Perkins is Summit Technology Group's resident AoIP specialist with decades of experience with Wheatstone, SAS, and Axia environments. Perkins formerly worked as a broadcast engineer for New Hampshire Public Radio maintaining and improving their studio facilities. Notably, Perkins was responsible for implementing an SAS environment and visual radio system. Perkins also has extensive experience with FM transmission, remote control, and STL systems.

Jon Hartmeyer has worked in broadcast radio and television for the past 42 years. During that time Hartmeyer worked as a radio operator, MCR technical director, video tape/playout operations, production engineer, transmitter operator, chief engineer and also worked technical support for ENCO. Hartmeyer has extensive experience in radio and television remotes, radio and television transmitters as well as studio operations and design.

Evan Roach is working as an Associate Engineer with Summit Technology Group and has experience working with sports broadcast and has also worked as a audio/visual technician in film and television. He has completed his Digital Media Degree.

Ravi Tripathi is a Solutions Architect for Summit Technology Group and has over five years of experience with both on-premise and cloud-based IT workflows for broadcasters. Ravi graduated in 2014 from the College of Engineering Science and Technology with a Bachelor of Technology degree. Ravi is a Microsoft Certified Technology Specialist in both Active Directory, Configuration and Network Infrastructure, Configuration.



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Our firm has a support team known as the STAT Team that provides front-line support for broadcast equipment and software. All STAT Team members are highly trained and extremely familiar with broadcast workflows and equipment.

We have performed several studio builds, transmitter installs and maintenance, satellite antenna installs and upgrades, software upgrades and STL systems. Also we have been called upon for emergency or urgent repairs.

We provide broadcast engineering services both planned and unplanned with the same approach. An engineer is assigned to the call. That engineer will diagnose the issue and, if able, will work on/correct the issue remotely. That engineer will enlist assistance from other engineers and/or the factory as needed. If the issue is "non emergent" in nature but requires an engineer to report to the site of the issue we will schedule a mutually agreed upon date/time to perform the work. If the issue is "emergent" the closest available member of the Summit Technology Group team will be sent to mitigate the issue. A team member will be pulled from a non-emergency issue to the emergency as needed in order to return the station back to operation as soon as possible.

Our approach to communicating with station staff and suppliers is simple. Communicating *all* information necessary and keeping everyone involved with the issue/project is critical. Station staff need to be kept apprised on the timelines, cost and progress. Suppliers need to be kept apprised as to the urgency and needed timelines. Regular updates are reported to Summit Technology Group management as needed. Open communication is a *must* in order to complete a project properly and completely.

### **Relevant Experience and Qualifications**

Summit Technology Group engineers have vast experience working with broadcast stations of all sizes. All Summit Technology Group engineers have also worked extensively with commercial, non commercial and governmental agencies. We currently have several commercial and non commercial stations that we perform routine work for as well as several government agencies. Every client has goals and objectives that must fit within their business plan. At Summit Technology Group we take that very seriously and we will do whatever we can to make sure that it all fits together on time and within budget.

Summit Technology Group employs engineers with a wide range of experience in broadcasting. All of our senior engineers have been chief engineers who have designed, built, maintained and repaired stations. Some of our engineers have a strong background in RF transmission while others have a strong background in studio equipment. That knowledge is shared between our engineers which allows us to handle any project or issue of the broadcast chain.

We have knowledge of the Nebraska Educational Communications Commission and the



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offerings available however we do not currently have a relationship with the institution. Summit Technology Group is best positioned to provide the needed services due to many factors. We are factory authorized sales and service with equipment manufacturers in several areas of broadcast equipment (such as transmitters, consoles, and STL equipment). This allows us to have direct factory contacts so that we may receive any needed parts or replacement equipment and also receive factory guidance as needed. We also have an engineer on call 24/7 to handle emergency situations. Add these things with the years of experience that our team has and that equals a very strong team able to handle all of the issues and projects efficiently.

Summit Technology Group employees are able to maintain a comprehensive understanding and the ability to install, configure and operate all of the equipment in a broadcast environment with continual training and staying updated on any changes with station equipment and software. This enables us to know the recommended and required maintenance and adjustments for a piece of equipment and also allows us to be able to repair or replace a piece of equipment in a timely manner.

The Summit Technology Group provides a high level solution to our projects. Steps involved are as follows: We receive the information on the project. An engineer checks all requirements by the client (requirements, specific equipment requested, equipment availability and also checks to ensure that everything included will deliver the desired results and expectations of the client. Once we have a list of the materials and equipment asked for/required an estimate is created. This allows for the engineer(s) to ensure that all needed materials are included as well as creates a price list of the materials. From there the project is evaluated by at least 2 engineers to develop a timeline needed to complete the project and evaluate any additional needs and resources that are needed.

Once the project estimate has been accepted by the client the equipment is ordered and the project gets scheduled. The timetable is discussed with the client to ensure that the work needed will cause as little disruption as possible for the client. Once the work is completed everything is tested by the engineer for the project. Any discrepancies are corrected and retested to ensure 100% operation. Training is provided as needed on the new equipment to ensure the client is comfortable with the operation of the equipment. The testing and training will also help ensure that the project is completed as requested in the proposal/quote and the desired outcome has been achieved.

Summit Technology Group does not intend to use any subcontractors for the scope of work listed.

**6903 Z1 Rebid**  
**ATTACHMENT A – Technical Requirements**

Bidder Name: Summit Technology Group

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.

<b>Technical Requirements</b>	
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: Initially the manufacturer/supplier of the affected equipment would be contacted and work with their technical support team to correct the issue. If the issue is not able to be resolved remotely then we would work around the affected equipment until the replacement unit/parts arrived to correct said issue. Summit Technology Group also utilizes an Emergency Action Plan for any unforeseen incidents that may occur. We also have staff cross trained in our jobs to allow for an acceptable replacement in the case of illness or injury. Summit Technology Group also utilizes a network of delivery providers that offer same day or next day delivery of any needed equipment, part or material, regardless of how specific.</p>
	<p>Describe overall approach and steps the Bidder takes to enable delivery of product specified in the RFP to meet deadlines.</p> <p>Response: With the equipment being supplied by another department we would work with that department to ensure delivery of equipment would be made in the time allotted. If there is a delay we would be able to perform work at another site in this bid to keep the project moving forward.</p>
	<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: Documentation of all work performed. Updates to the wiring diagram/layout that is being provided as needed in the form of As Builts. Also included is a schedule of serial numbers, IP Addresses and MAC Addresses. Site improvement recommendations would be recommended as needed or if inquired about.</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: Our project manager will have a timeline/schedule to follow and will adjust as needed in order to keep the overall project on schedule with the equipment installation and commissioning. Any work with outside parties (surveyors, tower crews, etc) would be planned out and set up in advance within the project timeline with a confirmation of the schedule.</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 project manager will keep in contact with the client with frequent standups that provide updates and progress. We also use a Project Management System that is available 24/7/365 to the client for providing day by day updates whenever needed. We also provide the client with an emergency number for contact with the project manager for contact 24/7 during and after the completion of the project. Should any issues arise, the project manager will contact the client to provide an update and seek input. communication with the vendors or third party workers will be frequent as to keeping the project on schedule.</p>
6.	<p>Describe Bidder's process for choosing and managing a subcontractor if applicable.</p>
	<p>Response: Summit Technology Group utilizes all full time employees and only utilizes subcontractors when a specialized licensed talent (such as a licensed electrician) is required.</p>



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

**Bidder Name: Summit Technology Group**

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
Project management	40.00	\$135.00	\$5,400.00	45.00	\$ 135.00	\$6,075.00
Tower survey, design, install and testing				45.00	\$ 135.00	\$6,075.00
Estimated Time for completion	405.00	\$135.00	\$54,675.00	45.00	\$ 135.00	\$6,075.00
Travel Expenses	1.00	\$29,367.00	\$29,367.00	1.00	\$8,400.00	\$8,400.00



Summit Technology Group  
 A Division of P.S. Ideas L.L.C.  
 3261 Orchard Lake Rd  
 Keego Harbor, Michigan 48320  
 +1 (248) 706-6963  
 sales@summittechgroup.com

# Quote

Quote No. : 226842	Salesperson : Jon Hartmeyer
Quote Date : July 19, 2024	
Expiration Date : August 19, 2024	

<b>Bill To</b>	<b>Ship To</b>
Nebraska Educational Telecommunications Commission	

Pay as little as \$1,868.71 per month with our financing option. Subject to credit approval. Minimums apply.

Item & Description	Qty	Unit Price	Ext. Price
Initial Consultant Visit - Pre Start of Project.	40.00	135.00	5,400.00
TRAVEL	1.00	2,000.00	2,000.00
Estimated travel expenses for onsite staff	Unit		
Per Diem Meal Allowance	5.00	70.00	350.00
	Technician/Day		
Studio Location	1.00	0.00	0.00
Broken Bow Transmitter Site			
Engineering and Consulting Labor	45.00	135.00	6,075.00
Engineering and consulting labor 1st Engineer	Hour		
Engineering and Consulting Labor	45.00	135.00	6,075.00
Engineering and consulting labor 2nd Engineer	Hour		
Engineering and Consulting Labor	45.00	135.00	6,075.00
Engineering and consulting labor 3rd Engineer	Hour		
TRAVEL	1.00	7,386.24	7,386.24
Estimated travel expenses for onsite staff	Unit		
Per Diem Meal Allowance	21.00	70.00	1,470.00
	Technician/Day		
Studio Location	1.00	0.00	0.00
McCook Transmitter Site			
Engineering and Consulting Labor	45.00	135.00	6,075.00
Engineering and consulting labor 1st Engineer	Hour		
Engineering and Consulting Labor	45.00	135.00	6,075.00
Engineering and consulting labor 2nd Engineer	Hour		
Engineering and Consulting Labor	45.00	135.00	6,075.00
Engineering and consulting labor 3rd Engineer	Hour		
TRAVEL	1.00	7,744.40	7,744.40
Estimated travel expenses for onsite staff	Unit		
Per Diem Meal Allowance	21.00	70.00	1,470.00
	Technician/Day		
Studio Location	1.00	0.00	0.00
Columbus Transmitter Site			
Engineering and Consulting Labor	45.00	135.00	6,075.00
Engineering and consulting labor 1st Engineer	Hour		
Engineering and Consulting Labor	45.00	135.00	6,075.00
Engineering and consulting labor 2nd Engineer	Hour		
Engineering and Consulting Labor	45.00	135.00	6,075.00
Engineering and consulting labor 3rd Engineer	Hour		
TRAVEL	1.00	6,776.40	6,776.40
Estimated travel expenses for onsite staff	Unit		
Per Diem Meal Allowance	21.00	70.00	1,470.00
	Technician/Day		
Broken Bow Optional Week. Includes Travel Expenses.	0.00	8,875.00	0.00
McCook Optional Week. Includes Travel Expenses.	0.00	8,875.00	0.00
Columbus Optional Week. Includes Travel Expenses.	0.00	8,875.00	0.00
Equipment Recovery Fee	1.00	700.00	700.00

Notes	Sub Total	89,442.04
	<b>Total</b>	<b>\$89,442.04</b>

Looking forward for your business.

**Terms & Conditions**

Labor costs are estimated based upon similar projects and may be higher or lower based upon circumstances outside of our control. All non-check/cash payments

are subject to a 3.9% convenience and processing fee. Seller retains title and right to possession of the goods until they are paid for. Partial payments towards hybrid product/service invoices shall be paid towards the services first, then the software, then the hardware. In the event of a default in payment the Buyer agrees to pay all costs of collection, including attorney's fees and interest shall accrue at the rate of 18% per annum. All returns must be accompanied by an RMA and may be subject to a 20% restocking fee. Shipment is FOB Origin unless otherwise noted. Quote valid for 30 days unless otherwise noted. Some projects require a down payment, contact your sales engineer or customer service agent to see if a down payment is required for this quote. Payments in excess of the account balance will result in a credit note issued to the buyer in the amount of the over payment. Please visit our website for complete terms and conditions and further information: [www.summittechgroup.com](http://www.summittechgroup.com).