

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6905 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Precision Communications, LLC
Bidder Address:	506 Industrial rd Grove, OK 74344
Contact Person & Title:	Anna Lane Vice President & General Manager
E-mail Address:	alane@pci tower.com
Telephone Number (Office):	918 786 8084
Telephone Number (Cellular):	918 964 9042
Fax Number:	918 784 8827

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:	Precision Communications, LLC
Bidder Address:	506 Industrial rd Grove OK 74344
Contact Person & Title:	Chris Day Director of Estimating & Field operations
E-mail Address:	cday@pcitower.com
Telephone Number (Office):	918 786 8084
Telephone Number (Cellular):	1409 550 1130
Fax Number:	918 786 8827

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.

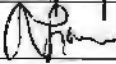
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ 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:	Precision Communications, LLC
COMPLETE ADDRESS:	506 Industrial rd Grove, OK 74344
TELEPHONE NUMBER:	918 786 9084
FAX NUMBER:	918 786 8827
DATE:	7/11/24
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Anna Lyne, Vice President & General Manager

[Type here]



Precision Communications, LLC

Corporate Overview

a. Bidder Identification and Information

Precision Communications, LLC

Headquarters Address: 506 Industrial Road, Grove, OK 74344

Entity Organization: Limited Liability Corporation

Precision Communications, LLC became organized to do business in the State of Ohio in 2020

Name Change: Precision Communications, Inc was organized to do business in Oklahoma in 1993, then changed to Precision Communications, LLC, and became organized to do business in Ohio in March of 2020.

b. Financial Statement

Precision Communications, LLC is not a publicly held corporation. Our 2023 Financial Statement is included on the last page of this document as Attachment I. Financials prepared by our accounting firm are available upon request

Precision Communications is a leading tower services firm located in Grove, Oklahoma. Precision has been in business since 1993 and currently has 30 full time employees. Precision has a strong reputation for completing some of the largest and most challenging work in the broadcast industry. Precision is a full-service organization that specializes in lighting, structural, new construction, antenna and line, inspections, general maintenance, RF testing, and emergency service. Our crews work nationwide and support many of the largest broadcasters in the United States.

c. Change of Ownership

No change of ownership is anticipated in the next 12 months

d. Office Location

506 Industrial Road, Grove, OK 74344



e. Relationships with the State within past 3 years

1. PO# 1254176 O9: KUON – Educational Telecommunications.
Scope of work: Physical Inspection. Work Completed on 11/14/23
2. PO# 1085611 OP and 1105895 O9: KUON Educational Telecommunications.
Scope of work: Lighting System Replacement and Conduit Removal.
Work Completed 9/14/21
3. PO# 1225588 O9: Educational Telecommunications.
Scope of Work: Physical Inspections for KLNE, Culbertson, KPNE, and Max, NE.
Work Completed 5/19/23
4. Precision Proposal 220929-1: K23AA – Beatrice, N.
Scope of work: Line and Antenna Sweep. Work Completed 3/11/22
5. Precision T&M Project: High VSWR at K23AA translator site in Beatrice, NE.
Work completed 4/2/22

f. Bidder's employee relations to State

No party named in our bid response is or was an employee of the State of Nebraska within the past 36 months.

g. Contract Performance

Precision has not had a contract terminated within the past 3 years

h. Summary of Bidders Corporate Experience

KLNRN / PBS – San Antonio, TX, Diagonal Member Replacement

- a. Time period: Completed in 6 days
- b. Scheduled completion on 12/23/23. Completed on 12/21/23
- c. Bidder Responsibilities: Rig tower with man-rated personnel hoist, Install 3 safety climb systems throughout tower, replace 4 diagonal rod members, remove, repair and replace ash head for lighting system, down rig hoist, and complete plumb and tension on 9 guy levels
- d. Customer Name: Ted Mata, Ph. 210-270-9000, Email: tmata@klrn.org
- e. Prime Contractor. The scheduled completion date 12/23/23 and the original budget was 68,762.00. The actual completion date was 12/21/23 and the actual budget came in at 42,934.00

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WFMJ – Youngstown, OH, Diagonal Member Replacement, P&T, and Maintenance

- a. Time Period: Completed in 14 working days
- b. Scheduled completion on 5/15/23. Completed on 5/14/23
- c. Bidder Responsibilities: Rig tower with man-rated personnel hoist, Replace horizontal member at tower base, replace 3 damaged diagonals rod members, replace ends of guy wire segment with shorter segment and new hairpins to allow for adjustment on all 9 wires, complete plumb and tension on tower, remove small 23ghz dish and line from tower, down rig hoist
- d. Customer Name: Bob Flis, Ph. 330-744-8611, Email: Bob_Flis@wfmj.com
- e. Prime Contractor: The scheduled completion date was 5/15/23 and the original budget was 220,076.00. The actual completion date was 5/14/23 and the actual budget came in at 193,146.00.

KSAT – San Antonio, TX, Structural and Safety Repairs and Guy Treatment

- f. Time period: Complete in 28 working days
- g. Scheduled completion on 2/2/23. Completed on 2/3/23
- h. Bidder Responsibilities: Rig 1500' tower with man-rated hoist, provide and replace 16 elevator rails, replace missing hose clamps and support ENG coax cables, Repair deteriorated gussets in S.38, Treat 6 levels of guy wires, complete Plumb and Tension, Replace 4 broken obstruction lights, down rig tower, Rig studio tower, provide and install safety climb on antenna mast, secure STL lines, Rust treat at split pipes on legs and down rig studio tower
- i. Customer Name: Frank Daniels Ph. 210-351-1251 Email: fdaniels@ksat.com
- j. Prime Contractor: The scheduled completion date was 2/2/23 and the original budget was 164,850.00. The actual completion date was 2/3/23 and the actual budget came in at 199,699.



a. Summary of Bidders Proposed Personnel/Management Approach

Precision Communications is a full-service broadcast tower provider with a combined experience of over 150 years, with many individuals having 20+ years of experience. If awarded, this project will be assigned to one of our in-house project managers who will see the project through from the initial date of award to final completion/closeout. Our project managers maintain a focus on safety, quality, and exceptional customer service. They will stay in close contact with our Foreman and customers throughout the duration of the project and send out daily progress updates summarizing the work completed the day before. Our project managers are well supported by our team, receiving technical support from our Director of Estimating and Field Operations, engineering support from our Director of Engineering, and support from our Vice President and General Manager for management and general questions.

Specific Professionals who will work on the project, if awarded

Foreman – Derek Hood (Resume included below)

Project Manager – Candace Bronaugh (Resume included below)

Project Manager and Shop Manager – Dakota McNett (Resume included below)

Director of Estimating and Field Operations - Chris Day (Resume included below)

Director of Engineering – Ron Scalfani (Resume included below)

Vice President and General Manager – Anna Lane (Resume included below)

Reporting Relationships

Marcus Ruiz – Tower Tech II. Reports to Derek Hood, Field Foreman

Mona Webb – Operator. Reports to Derek Hood, Field Foreman

Toby Cole - Tower Tech II. Reports to Derek Hood, Field Foreman

Michael Pyle - Tower Tech II. Reports to Derek Hood, Field Foreman

Derek Hood – Field Foreman. Reports to Chris Day, Director of Estimating and Engineering

Dakota McNett – Project Manager and Shop Manager. Reports to Chris Day, Director of Estimating and Field Operations

Candace Bronaugh – Project Manager. Reports to Anna Lane, VP and GM

Chris Day – Director of Estimating and Field Operations. Reports to Anna Lane, VP and GM

Ron Scalfani – Director of Engineering. Reports to Anna Lane, VP and GM



Resumes for Personnel who will be working on or supporting the project

Derek Hood

Derek has 24 years of experience as a broadcast Foreman. Derek's expertise includes leading broadcast crews, top mount antenna replacements, structural replacements, lighting systems, painting, guy wire replacement/greasing, plumb & tension, line replacement as well as many other maintenance areas. Derek will be the main point of contact on-site and will be responsible for the safety of our crew, the safety of your valuable asset, and ensuring the project is done on time and on budget. Derek has a great customer orientation and has worked across hundreds of tower sites in the US and territories like Puerto Rico. Derek's education and professional certifications include a High School Diploma, OSHA 10, Connector Certification in CommScope, Andrews, Eupen, and RFS, and Tower Climbing Safety and Rescue Certified

Professional References

Karen Kyman, 10591 Poppy Drive Neosho, MO 64850. Phone: 918-964-1453

Allen Galasgow, 1531 Whiterock Dr. Midlothian, TX 76065. Phone: 214-676-2652

Derek Davidson, 428 Childers St Pensacola, FL 32534. Phone: 443-5662-3058

Ron Scalfani

Ron Scalfani leads Precision's engineering and technical development. Ron has over 25 years' of experience and is widely known for his deep expertise in the tall tower and broadcast industry. He has developed work procedures and rigging plans for thousands of significant tower projects. Ron successfully led the recent FCC Repack initiative for Precision where he managed a 3-year, 10-phase project that involved replacing, repairing or reinforcing tower infrastructure for over 250 stations without missing a deadline. This work involved considerable coordination across our customers, internal and field teams, subcontractors, and government entities. Ron's education and professional certifications include a High School Diploma and he is the qualifying party for Precisions' Contractors licenses in multiple states.

Professional References

Greg Burgage, PE, 154 Tiger Lane Summerville, SC 29483. Phone: 843-697-6179

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Herman Marvel, 3131 North University Peoria, IL 61604. Phone: 309-686-9403

Brady Dreasler, 501 Hampshire Quincy, IL 62301. Phone 217-221-3415

Chris Day

Chris is Precision's Director of Estimating and Field Operations. Chris started his career with Precision Communications and has spent over 20 years in the tower industry. Chris has spent most of his career as a broadcast crew foreman, successfully completing many of the most challenging installations in the industry. Chris has completed hundreds of projects including the same work associated with this scope of work. Chris is a member of our operations team and will support this project both on the front end, as well as throughout the construction process. Chris's education and professional certifications include a High School Diploma, OSHA 30, Tower Safety Train the Trainer, Climber/Rescuer, and CPR/First Aid certification.

Professional References:

Tommy Bull, 308 Wilson Street Crowley, TX 76036. Phone: 817-456-7577

Zach Williams, 6037 S Industrial Road, Chelsea, OK 74016. Phone: 918-789-9020

Steve Ringo, 7733 Perkins Rd, Baton Rouge, LA 70810. Phone: 225-252-7886

Candace Bronaugh

Candace leads our project management team at Precision. Candace is true professional and has 10+ years of experience in managing broadcast projects. Candace is a key leader in the business and sits on both the operations and leadership team within our company. Candace manages our most significant projects and millions of dollars in backlog at any given time. She acts as the main point of contact for Precision clients once a project is secured. Candace is a detail-oriented leader and has an exceptional customer service orientation. Candace will provide daily updates while our crews are on site and will be involved with the broader client team to ensure key milestones are met. Candace's education and professional certifications include a High School Diploma and CPR/First Aid certified.

Professional References:

Herman Marvel, 3131 North University Peoria, IL 61604. Phone: 309-686-9403

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Jon McKee, 8195 Front Beach Rd, Panama City Beach, FL. Phone: 850-814-2707

Frank Daniels, 1408 N. St. Mary's Street, San Antonio, TX 78215. Phone: 210 218-9772

Dakota McNett

Dakota is on Precision's project management team and manages our shop and warehouse. Dakota worked as a tower foreman for Ericsson before coming to Precision. The experience he gained working in the field has helped him excel in his role at Precision. Dakota is innovative, an exceptional problem solver, and is passionate about safety. His education and professional certifications include a High School Diploma, Class A CDL, CPR/First Aid, OSHA 30, Climber/Rescue certified, and Qualified Rigger.

Professional References

Daniel Wiedeman 940-612-9287 17131 Toledo Dr. Oklahoma City OK 73170

David Torres 918-948-0011 20315 E 49th St S. Broken Arrow, OK 74014

Chase Tyner 918-314-2761 3702 Connecticut Ave Joplin, MO 64804

Anna Lane

Anna is Precision's Vice President and General Manager. She is responsible for the operations of our business and is ultimately responsible for the successful completion of this project. Anna's family founded the business in 1993 and she has a deep understanding and passion for the broadcast industry. Anna has served in multiple roles at Precision across multiple areas including finance and accounting, operations, and sales operations. Anna is a member of the Women of NATE committee and has a strong reputation across the industry. Anna will be a member of our project team and will support the safe and successful completion of this work. Anna's education and professional certifications include an associate's degree in applied science from NEO A&M College and is a member of the Women of NATE committee.

Professional References

Zach Williams, 6037 S Industrial Road, Chelsea, OK 74016. Phone: 918-789-9020

Chelsea Hood, 2175 W 14th St Tempe, AZ 85281. Phone: 480-894-2000

Brady Dreasler, 501 Hampshire Quincy, IL 62301. Phone: 217-221-3415

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b. Subcontractors

Precision does not intend to Subcontract this work.



Attachment I

Company Prepared Financials

Precision Communications, LLC

FEIN: 84-4394841

Figure 1: Snapshot of 2023 Financial Statement

Profit & Loss (Dec, 2023)			Balance Sheet (Dec, 2023)	
	YTD			Current
Sales	13,973,092		Assets	7,174,528
Cost of Sales	8,889,816	64%	Liabilities	4,076,543
Gross Profit	5,083,276	36%	Equity	3,097,985
Overhead	3,384,653	24%	Net Profit	54,227
Profit from Ops	1,698,622	12%	Return on Assets	1%
Other Inc/Exp	54,236	0%		
Net Profit	1,752,858	13%		
				Cash Flow
				Company
			Accounts Receivable	1,352,552
			Retention	0
			Accounts Payable	0
			G/L Cash Balance	1,821,988

Precision Communications, LLC Banking Reference:

The Huntington National Bank

3900 Park East Dr. Suite #300

Beachwood, OH 44122

huntington.com

Reference: Irving Treibatch - Vice President and Relationship Manager.

Phone: 216-407-4215

II. TERMS AND CONDITIONS

Bidders should complete Sections II thru V 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:
AL			

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:
AL			

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:
AL			

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:
AL			

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:
AL			

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:
AL			

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 ordering agency*****

J. RECORD OF VENDOR PERFORMANCE

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

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:
AL			

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:
AL			

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:
AL			

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:
AL			

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:
AL			

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:
AL			

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:
AL			

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:
AL			

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:
AL			

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:
AL			

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 (j)(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:
AL			

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:
AL			

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
AL			

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:
AL			

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:
AL			

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:
AL			

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 three (3) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

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

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

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.

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

3. EVIDENCE OF COVERAGE

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

Nebraska Educational Telecommunications Commission
RFP # 6905 Z1
1800 N 33rd St.
Lincoln, NE 68503
lsun@nebraskapublicmedia.org

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

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

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

4. DEVIATIONS

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

G. ANTITRUST

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

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:
AL			

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. STATE PROPERTY

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

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

J. SITE RULES AND REGULATIONS

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

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.

K. ADVERTISING

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

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.

L.

DISASTER RECOVERY/BACK UP PLAN

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

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.

M. DRUG POLICY

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

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.

N. WARRANTY

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

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.

O. 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:
AL			

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

D. INSPECTION AND APPROVAL

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

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:
AL			

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

V. 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) is seeking a tower crew to perform structural remediation on the KUON tower. It has been observed by a crew who climbed the tower four diagonal cross members on the tower are showing signs of stretching and need to be replaced. NETC worked with the tower crew to determine the location of the cross members and worked with the tower manufacturer, Stainless, to supply new cross members, U-bolts, conduit, safety climb, ladder sections, etc. for this work. This solicitation document seeks to contract with a tower crew to replace these cross members and address other work that needs to be done to the tower at the same time. This includes installing a new safety cable, replace ladder sections, plumb and tension, etc. See section F. Deliverables below for detailed information.

B. PROJECT REQUIREMENTS

Selected tower crew must install new parts on tower to the specifications provided by the tower manufacturer.

Selected tower crew must be OSHA certified, have climber training, be rescue certified, and trained in electrical, rigging, and RF Safety.

C. SCOPE OF WORK

Location of work is the KUON-TV tower site, 851 County Road G, Ithaca, NE 68033. Winning bidder must contact Robert Vos, Transmissions Operations Manager at 308-991-7443 or rvos@nebraskapublicmedia.org to coordinate scheduling tower work.

Bidder must follow all standard safety procedures when rigging and derigging tower. NETC asks that bidder performs site cleanup at the conclusion of the project after tower is derigged.

D. DELIVERABLES

NETC has obtained a new safety climb cable and two ladder sections from the tower manufacturer. The bidder must install the cable on the main and transition ladders. Bidder to install the ladder sections and associated hardware just below guy level 2. The ladder sections will need holes punched on the back side as needed for conduit U-bolts. There is coax attached to the ladder. Bidder must move coax to a position to allow for an unobstructed climb. This may involve using existing bracket hardware or installing new hardware and butterflies. If new hardware is used, remove old brackets from ladder.

NETC has obtained new diagonal tower members and associated hardware from the tower manufacturer. The bidder must install the replacement diagonals at the following locations on the tower: one in section 10 B.2, one in section 15 B.1, one in section 17, B.3 and one in section 30 B.3. Bidder must remove wrap-lock at all diagonal intersection locations and replace with U-bolt assemblies that NETC has obtained from the tower manufacturer.

While on site for diagonal replacements, begin treatment of 16 wires on workface, complete treatment of remaining 8 wires on back leg.

Rust spots have been discovered at a few locations on the tower. Bidder must properly treat rust spots that have been identified.

Bidder must patch and seal concrete guy anchors with grout as needed.

In section 20 of the tower, the hoisting grip needs to be relocated from a 1/2" coax. Bidder must move this to a strut location and properly secure it.

NETC requests that a plumb and tension be completed as a part of this project.

Bidder must provide documentation of this conducted structural remediation work supported by photographs. All remediation work shall align with the findings of the tower inspection report, refer to Exhibit A, fulfill the scope of work, and meet the standards set forth in ANSI TIA 222 H.

6905 Z1
ATTACHMENT A – TECHNICAL REQUIREMENTS
KUON TV Tower Cross Member Replacement and Remediation

Bidder Name: Precision Communications, LLC

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

Technical Requirements	
1.	<p>Describe the bidder’s timeframe for completion of items listed in the RFP scope of work and deliverables.</p> <p>Response:</p> <p>Within 2 months. As the RFP indicates that NETC has obtained the tower steel members, lead time would not need to include fabrication and galvanizing time. PE review of the Type IV Rigging Plan and obtaining needed materials would be minimal. Based on our current backlog, we could be onsite within a month and completed within 3 weeks thereafter, pending weather.</p>
2.	<p>Describe overall approach and steps that the bidder will take to minimize downtime or reduced power operation of the KUON TV transmitter within specified remediation timeframe.</p> <p>Response:</p> <p>The only work that will be near the aperture of the main antenna will be the guy wire treatment of the top level wires. Our project management team will work with station personnel to determine best non-peak times for work in that aperture. The on-site foreman will coordinate with station personnel for reduced power/off air times. He will also have an RF monitor and will only reduce power to the level required for safety and allow for resumption of broadcasting as soon as the worker are clear of the antenna aperture. This normally keeps reduced power time frames to short intermittent spans rather than blocking out whole days for our work.</p>
3.	<p>Describe the bidder’s preferred method for communicating with the client.</p> <p>Response:</p> <p>Email is our preferred method, allowing for documentation of all correspondence so there are no miscommunications. Sometimes conference or phone calls are advantageous to work out more complex issues, such as reduced power time frames. But even these will be followed with a summary email detailing what was discussed and especially what was decided. Non substantial communications, such as the foreman meeting station personnel at a particular time and place, can be handled by whatever means the station personnel deem best, even quick calls or texts in such cases.</p>

4.	<p>Describe the bidder's process for developing a project schedule and staying on task.</p> <p>Response:</p> <p>Precision utilizes a cloud based project management system. All of the RFP and submittal data is already available in this system. Upon receipt of a Purchase Order, that data will flow from bid status to Work in Progress with required team member assignments automatically posted. This allows our team to work on your project in parallel, instead of in serial with its inherent tendency to bottleneck.</p> <p>Individual members of the project management team meet in various focused meetings throughout the week to ensure jobs are moving forward as needed. These include short Sync meetings where everyone is kept apprised of new work, a Planning Meeting where assignments are confirmed and materials orders or needed reviews are tracked and a Scheduling Meeting where crew and equipment assignments are made. The system aids in these meetings by automatically highlighting outstanding items and tracking due dates.</p> <p>The on-site portion of the project will also be discussed and the information from our bid response will provide the needed timeline information to provide to the foreman. For this work, we anticipate sending a two man team to begin by inventorying the materials provided by NETC to ensure completeness and then begin some of the work on the ground. With the materials verified, we will ship the hoist and travel the remainder of the crew to site to perform the work.</p> <p>As our work safety can be greatly impacted by weather, we provide a very flexible set of timelines to our foreman. So instead of us trying to predetermine a task level Gantt chart weeks in advance, we provide timeframes for each task and allow the foreman to set his daily tasks as dictated by the forecast and current weather conditions. This helps us stay on track overall with less chance of getting hung up on a task that is more susceptible to weather delay.</p>
5.	<p>Describe the bidder's process for documenting work completed and document format for presentation to the client at conclusion of the project.</p> <p>Response:</p> <p>Documentation starts with our foreman submitting to the Project Manager a daily report of work accomplished, time on site, weather conditions, etc. The Project Manager in turn provides a summary of the daily report to station personnel for their records.</p> <p>As tasks are completed, the foreman provides "after photos" to the Project Manager. These will be compiled into a Job Completion Report encapsulated as a PDF for ease of transmittal and provided to station personnel after the entire scope of work has been performed.</p>
6.	<p>This project requires installing parts provided by the tower manufacturer. Describe the bidder's process of communicating with the tower manufacturer for technical information as needed to meet specified timeframe for project completion.</p> <p>Response:</p>

	<p>Precision maintains great working relationships with the major tower manufacturers. In fact, we would normally be involved with them performing a field verification of measurements prior to fabrication for projects with more steel requirements. As the needed diagonal rod and ladder members have been obtained by NETC, we will review any accompanying prints and can reach out directly for any clarifications that may be needed. Any such correspondence would be shared with station personnel for their permanent records as well. For the scope of work on this project, the diagonal and ladder members will be direct replacement items and will install identically to what is removed and is still existing, so no clarification from the tower manufacturer is anticipated.</p>

Revised Cost Proposal 6905 Z1
KUON TV Tower Cross Member Replacement and Remediation

Bidder Name: Precision Communications, LLC

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
	Cost	Cost
KUON - Installation and Repair Services*	\$ 139,063.00	N/A
Travel Expenses	\$ 10,817.00	N/A

Basis for Cost:

RFP	June 19 2024
Addendum I	July 2 2024
Addendum II	July 2 2024
Addendum II	July 11 2024
Addendum IV	July 15 2024
Revised Cost Proposal	July 15 2024
Revised Evaluation Criteria	July 15 2024