

# State of Nebraska - INVITATION TO BID CONTRACT

|                              |                   |             |        |
|------------------------------|-------------------|-------------|--------|
| <b>Date</b>                  | 7/1/24            | <b>Page</b> | 1 of 1 |
| <b>Solicitation Number</b>   | 6908 OF           |             |        |
| <b>Opening Date and Time</b> | 07/25/24          | 2:00 pm     |        |
| <b>Buyer</b>                 | Joshua Riekenberg |             |        |

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

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

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

Contract to supply and deliver (17) Digital Alert Systems DASDEC III Messaging Platform Units and associated hardware and software to the State of Nebraska as per the attached specifications.

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

PLEASE READ CAREFULLY!

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

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

(JR 7/1/2024)

## INVITATION

| Line | Description   | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|---|----------|-----------------|------------|----------------|
| 1    | DIGITAL ALERT SYSTEM DASDEC III MESSAGING PLATFORM UNITS AND ASSOCIATED HARDWARE AND SOFTWARE | 1.0000   | \$              | 219,970.26 | 219,970.26     |

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 1 % 30 DAYS

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

DocuSigned by:

Mary Schnelle

71B2677A9F824B8...

**Sign Here**

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

Enter Contact Information Below

**VENDOR#**

**VENDOR:**

**Address:**

BROADCAST DEPOT  
7782 NW 46TH STREET, #20  
MIAMI, FL 33166

**Contact** MARY SCHNELLE

**Telephone** 305-599-3100 EXT 235

**Email** MARY@7BD.COM

**State of Nebraska (State Purchasing Bureau)  
INVITATION TO BID FOR COMMODITIES CONTRACT**

|                                      |                            |
|--------------------------------------|----------------------------|
| <b>INVITATION TO BID NUMBER</b>      | <b>RELEASE DATE</b>        |
| ITB 6908 OF                          | July 2, 2024               |
| <b>OPENING DATE AND TIME</b>         | <b>PROCUREMENT CONTACT</b> |
| July 25, 2024 2:00 p.m. Central Time | Joshua Riekenberg          |

**PLEASE READ CAREFULLY  
SCOPE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a commodity contract, ITB Number 6908 OF for the purpose of selecting a qualified Contractor to provide seventeen (17) Digital Alert Systems DASDEC III Messaging Platform Units and associated hardware and software. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be two (2) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for one (1) additional year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited commodities, this ITB may be used to procure the solicited goods for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this ITB, 2) the bidder's bid was evaluated, and 3) the bidder will honor the bidder's original bid, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:  
<https://das.nebraska.gov/materiel/bidopps.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter must be posted to a public website. The resulting contract, the solicitation and the successful Contractor's bid or response will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov> and [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

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

These postings will include the entire bid or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION." The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

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

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

Any entity awarded a contract or submitting a bid or response to the Invitation to Bid agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted

against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the Invitation to Bid, awards, and other documents.

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## GLOSSARY OF TERMS

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

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

**After Receipt of Order (ARO):** After Receipt of Order

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

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

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

**Amendment:** A written correction or alteration to a document

**Appropriation:** Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

**Automated Clearing House (ACH):** Electronic network for financial transactions in the United States

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

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains contractor's most favorable terms for price

**Bid:** An offer, bid, or quote submitted by a contractor in a response to a written solicitation

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the bid

**Bidder:** A contractor who submits an offer bid in response to a written solicitation

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

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

**Business Day:** Any weekday, except State-recognized holidays

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

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

**Catalog/Non-Core:** A printed or electronic list of products a contractor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

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

**Change Order:** Document that provides amendments to an executed purchase order

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

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

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

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

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney

General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

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

**Contract Period:** The duration of the contract

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

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

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

**Core List:** Items specifically listed on the solicitation upon which a bid is evaluated for award.

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

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

**Default:** The omission or failure to perform a contractual duty

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

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

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids (offers made in response to written solicitations)

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

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

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

**Installation Date:** The date when the procedures described in "Installation by Contractor" and "Installation by State" as found in the solicitation or contract are completed

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

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

**Invitation to Bid (ITB):** A written solicitation used for obtaining competitive offers for Services or Goods

**Late Bid:** An offer received after the Opening Date and Time

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

**Mandatory/Must:** Required, compulsory, or obligatory

**May:** Discretionary, permitted; used to express possibility

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

**Must:** See Mandatory/Must and Shall/Will/Must

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

**Non-core:** See Catalog

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

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

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

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

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

**Payroll & Financial Center (PFC):** Electronic procurement system of record

**Performance Bond:** An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract

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

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Pre-Bid Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

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

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

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

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

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

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

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

**Quote:** See Bid



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

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

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

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

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

**Shall:** See Must

**Should:** Expected; suggested, but not necessarily mandatory

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

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its contractor, or market conditions

**Sole Source – Service:** A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required

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

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

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

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

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

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

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

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

**Vendor:** Inclusive term for any Bidder or Contractor.

**Will:** See Mandatory/Must/Shall

**Work Day:** See Business Day

## ACRONYM LIST

**ARO** – After Receipt of Order

**ACH** – Automated Clearing House

**BAFO** – Best and Final Offer

**COI** – Certificate of Insurance

**CPU** – Central Processing Unit

**DAS** – Department of Administrative Services

**F.O.B.** – Free on Board

**ICT** – Information and Communication Technology

**ITB** – Invitation to Bid

**NIGP** – National Institute for Governmental Purchasing

**PA** – Participating Addendum

**SPB** – State Purchasing Bureau

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

This Invitation to Bid is designed to solicit bids from qualified Contractors who will be responsible for providing seventeen (17) Digital Alert Systems DASDEC III Messaging Platform Units and associated hardware and software at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Bid instructions, and Cost Bid Requirements may be found in Sections II through VI.

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

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with SPB. The point of contact (POC) for the procurement is as follows:

ITB Number: 6908OF  
Name: Joshua Riekenberg, Procurement Contract Officer  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

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

The following exceptions to these restrictions are permitted:

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

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

**C. SCHEDULE OF EVENTS**

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

| ACTIVITY  | DATE/TIME                                |
|---|--|
| 1. Release solicitation   | July 2, 2024                             |
| 2. Last day to submit written questions.<br>Submit written questions for 6908 OF Via ShareFile to:<br><a href="https://nebraskastategov.sharefile.com/r-r6448f2beb0c64e6d9a07fad893f118dd">https://nebraskastategov.sharefile.com/r-r6448f2beb0c64e6d9a07fad893f118dd</a>   | July 9, 2024                             |
| 3. State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at:<br><a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>   | July 15, 2024                            |
| 4. Electronic Bid Opening via Webex Meeting<br>Join link:<br><a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=m2d489f439fc48c5c263842fdc111b00f">https://sonvideo.webex.com/sonvideo/j.php?MTID=m2d489f439fc48c5c263842fdc111b00f</a><br>Webinar number:<br>2494 311 6552<br>Webinar password:<br>MhD32zkrGn8 (64332957 when dialing from a phone or video system)<br>Join by phone<br>+1-408-418-9388 United States Toll<br>Access code: 249 431 16552<br><b>Upload electronic Bid submissions for 6908 OF via ShareFile to:</b><br><a href="https://nebraskastategov.sharefile.com/r-rd72f06247791429385cd7e2f5064fa27">https://nebraskastategov.sharefile.com/r-rd72f06247791429385cd7e2f5064fa27</a> | July 25, 2024<br>2:00 PM<br>Central Time |

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "ITB Number 6908 OF; seventeen (17) Digital Alert Systems DASDEC III Messaging Platform Units and associated hardware and software Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Contractors should present, as questions, any assumptions upon which the Contractor's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Contractor. The contract will not incorporate any known or unknown assumptions of a Contractor.

Questions should be uploaded using the ShareFile link provided in the ITB Schedule of Events, Section I.C. It is recommended that Contractors submit questions using the following format.

| Solicitation Reference | Section | Solicitation Page Number | Question |
|------------------------|---------|--------------------------|----------|
|                        |         |                          |          |

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

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

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

**F. ETHICS IN PUBLIC CONTRACTING**

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

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;

2. Using the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Colluding with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

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

Contractor shall report any violations of this clause throughout the bidding process and throughout the term of this contract for both the successful Contractor and its subcontractors.

**G. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the solicitation (Sections II through VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. The State discourages deviations and reserves the right to reject proposed deviations.

**H. SUBMISSION OF BIDS**

The State is only accepting electronic responses submitted in accordance with this ITB. The State will not accept bids by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State. Bids must be submitted via ShareFile by the date and time of the bid opening per the Schedule of Events. No late bids will be accepted.

Pages may be consecutively numbered for the entire bid or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

It is the responsibility of the bidder to check the website for all information relevant to this ITB to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>. If the bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

**Note to bidders:** Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

The ShareFile link for uploading ITB response(s) is provided in the ITB Schedule of Events, Section I.C.

**\*\*\*UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD\*\*\***

1. The Bid and Proprietary information should be uploaded as separate and distinct files.
  - a. If duplicated bids are submitted, the State will retain only the most recently submitted response.
  - b. If it is the bidder's intent to submit multiple bids, the bidder must clearly identify the separate submissions.
  - c. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late bids will be accepted.
2. ELECTRONIC BID FILE NAMES The bidder should clearly identify the uploaded ITB bid files. To assist in identification the bidder should use the following naming convention:
  - a. xxxx OF, <<COMMODITY>>NAME OF BIDDER Bid
  - b. If multiple files are submitted for one bid, add number of files to file names, e.g.,
    - i. xxxx OF, <<COMMODITY>>NAME OF BIDDER Bid File 1 of 2;
    - ii. xxxx OF, <<COMMODITY>>NAME OF BIDDER Bid File 2 of 2, etc.

The "Invitation to Bid for Commodities Contract" form must be signed manually in ink or by DocuSign and returned by the bid opening date and time along with the bidder's bid and any other requirements as stated in the Invitation to Bid document in order for the bidder's Invitation to Bid response to be evaluated.

By signing the "Invitation to Bid for Commodities Contract" form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid.

**I. BID PREPARATION COSTS**

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

**J. FAILURE TO COMPLY WITH INVITATION TO BID**

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

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

**K. BID CORRECTIONS**

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

**L. LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Contractor and at Contractor's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

**M. BID OPENING**

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

**N. INVITATION TO BID REQUIREMENTS**

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures approved by the Nebraska Secretary of State are acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. State's Bid Sheet.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this bid and further administrative actions.

**O. EVALUATION OF BIDS**

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

1. Neb. Rev. Stat. § 81-161 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor

Performance Notice or any Vendor Improvement Request (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

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

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

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

**P. BEST AND FINAL OFFER**

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

**Q. REFERENCE AND CREDIT CHECKS**

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

**R. AWARD**

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

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

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

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

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

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the internet. Grievance and protest procedure is available on the internet at: [https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance\\_08042021.pdf](https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf)

**S. SPECIFICATIONS**

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

**T. ALTERNATE/EQUIVALENT BIDS**

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

**U. LUMP SUM OR "ALL OR NONE" BIDS**

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

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

**V. ALTERNATIVE SUBMISSION METHODS PROHIBITED**

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

**W. BID TABULATIONS**

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



**X. REJECTION OF BIDS**

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

**Y. RESIDENT BIDDER**

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

## II. TERMS AND CONDITIONS

By signing the solicitation, Contractor agrees to be legally bound by all the accepted terms and conditions as well as any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the solicitation. The State reserves the right to reject bids that attempt to substitute the Contractor's commercial contracts and/or documents for this solicitation.

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

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

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

### A. GENERAL

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

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

These documents constitute the entirety of the contract.

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

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

### B. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; 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. NOTICE (POC)

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

### D. GOVERNING LAW (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 contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

**E. AMENDMENT**

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

**F. CHANGE ORDERS OR SUBSTITUTIONS**

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

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

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

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

**G. RECORD OF VENDOR PERFORMANCE**

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 Invitation to Bid 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.

**H. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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.

**I. BREACH**

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, read-receipt requested; Certified Mail, Return Receipt Requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive

the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

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

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

**J. NON-WAIVER OF BREACH**

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.

**K. SEVERABILITY**

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.

**L. INDEMNIFICATION**

**1. GENERAL**

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

**2. SELF-INSURANCE (Statutory)**

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

**M. ATTORNEY'S FEES**

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.

**N. ASSIGNMENT, SALE, OR MERGER**

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.

**O. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

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

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

**P. FORCE MAJEURE**

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 an unforeseeable natural or man-made event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**Q. CONFIDENTIALITY**

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.

**R. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days' 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 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.

**S. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Contractor shall within thirty (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 person property, or information or data owned by the Contractor for which the State has no legal claim.

### **III. CONTRACTOR DUTIES**

#### **A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

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

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

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

If the Contractor intends to use any subcontractor, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State. If the Contractor subcontracts any of the work, the Contractor agrees to pay any and all subcontractors in accordance with the Contractor's agreement with the respective subcontractor(s).

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**

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at [https://das.nebraska.gov/materiel/purchase\\_bureau/vendor-info.html](https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html). The completed United States Attestation Form should be submitted with the solicitation response.
2. If the Contractor indicates on the attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

**E. DISCOUNTS**

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

**F. PRICES**

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

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

The State reserves the right to deny any requested price increase. No price increases are to be effective or 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. COST CLARIFICATION**

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

**H. PERMITS, REGULATIONS, LAWS**

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



**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

**J. ANTITRUST**

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

**K. CONFLICT OF INTEREST**

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

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

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

**L. ADVERTISING**

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

**M. DISASTER RECOVERY/BACK UP PLAN**

The Contractor shall have a disaster recovery and back-up plan to allow for continued delivery of goods or services under the specifications of the contract in the event of a disaster. The plan should include disaster contingency details related to equipment, personnel, facilities, and transportation. A copy of the disaster recovery and back-up plan should be provided upon request to the State.

**N. DRUG POLICY**

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

**O. WARRANTY**

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State for 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.

**P. 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)

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

### B. TAXES (Nonnegotiable)

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

### C. INVOICES (Nonnegotiable)

Invoices for payments must be submitted by the Contractor to the agency requesting the goods or 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

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

### 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 a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should 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) day written notice. Contractor shall use 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. See Neb. Rev. Stat. § 84-304 et seq. The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor’s place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of Contractor’s business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

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

## V. SCOPE OF WORK

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

### A. SCOPE

It is the intent of this bid invitation to establish a contract to supply seventeen (17) Digital Alert Systems DASDEC III Messaging Platform Units and associated hardware and software per the attached specifications from date of award for a period of two (2) years with the option to renew for an additional one (1) one-(1) year period when mutually agreeable to the contractor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the contractor and the State.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the seventeen (17) Digital Alert Systems DASDEC III Messaging Platform Units and associated hardware and software whether or not they may be specifically mentioned below.

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

Equipment purchased in this solicitation will be purchased in a phased approach with timing dependent upon funding. Both radio network EAS equipment plus HALO management tool will be purchased in phase 1 will be installed in NETC headquarters and at remote sites. Followed by TV network EAS equipment purchased in phase 2 will be installed at NETC headquarters.

## VI. TECHNICAL SPECIFICATIONS

### A. CONTRACTOR INSTRUCTIONS

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

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

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

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

### B. NON-COMPLIANCE STATEMENT

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

### C. TECHNICAL SPECIFICATIONS: PHASE 1: RADIO EAS EQUIPMENT PLUS HALO MANAGEMENT SOFTWARE FOR NETC HEADQUARTERS AND REMOTE SITES

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
| X   |    |                          | 1. Fifteen (15) Digital Alert Systems DAS-3GX DASDEC-III Grouped eXpansion Messaging Platform units.  |
| X   |    |                          | 2. Fifteen (15) EAS-NET communications protocol software.   |
| X   |    |                          | 3. DAS3-GX-WAR5 warranty extension to five (5) years for all units.   |
| X   |    |                          | 4. Software Assurance Plan membership guaranteeing all software upgrades for registered units.  |
| X   |    |                          | 5. HALO Starter Pack: HALO Core Module and Basic Configuration Module along with Client License Keys for 17 HALO managed DASDEC/One-Net devices including first year of annual maintenance. |

|                        |  |  |   |
|------------------------|--|--|---|
| X                      |  |  | 6. HALO EAS Logging Module enables the collection of EAS alerts from all managed DASDEC/One-Net devices including first year of annual maintenance. |
| X                      |  |  | 7. HALO two(2) years annual maintenance (first year included)   |
| X                      |  |  | 8. Optional HALO three(3) additional years annual maintenance   |
| <b>NOTES/COMMENTS:</b> |  |  |   |

**D. TECHNICAL SPECIFICATION: PHASE 2: EAS EQUIPMENT FOR TV NETWORK**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
| X                      |    |                          | 1. Two (2) Digital Alert Systems DAS3-GX DASDEC-III Grouped eXpansion Messaging Platform units.  |
| X                      |    |                          | 2. Two (2) EAS-NET communications protocol software.   |
| X                      |    |                          | 3. Two (2) MultiStation-5 software options. Enabling co-located stations or channels. Must include Plus Package option.                            |
| X                      |    |                          | 4. Two (2) DASMP MultiPlayer Four channel discrete audio player and program switcher/master override with TCP/IP connection to DASDEC or AMC host. |
| X                      |    |                          | 5. Two (2) Advanced Emergency InformAtion (AEA) Modules for ATSC 3.0 Advanced Emergency InformAtion: message and media aggregation, AEA Table      |
| X                      |    |                          | 6. Two (2) USB to 4 Serial Port Expander – Provides four (4) additional RS-232 serial ports.   |
| X                      |    |                          | 7. Two (2) Premium Text-To-Speech (TTS) Miguel (Americas Spanish – Male) Option. Software and license for high-quality male voice.                 |
| X                      |    |                          | 8. DAS3-GX-WAR5 warranty extension to five (5) years for all units.  |
| X                      |    |                          | 9. Software Assurance Plan membership guaranteeing all software upgrades for registered units.   |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**E. ACCEPTABLE BRANDS**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
| X   |    |                          | 1. Products proposed must be the brand AND model numbers as specified on each line of the Solicitation Document. The State will not be accepting alternatives to the brands specified (Digital Alert Systems DASDEC III DAS3-GX).  |
| X   |    |                          | 2. Equipment proposed shall be the latest current models in production as of the date of the solicitation and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below. |
| X   |    |                          | 3. Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer’s descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL equipment proposed.   |

|                 |  |  |   |
|-----------------|--|--|---|
| X               |  |  | <p>4. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. Digital Alert Systems DASDEC III DAS3-EX bid must meet or exceed the following requirements.</p> |
| NOTES/COMMENTS: |  |  |   |

**F. DELIVERY ARO**

| YES             | NO | NO & PROVIDE ALTERNATIVE |  |
|-----------------|----|--------------------------|--|
| X               |    |                          | <p>1. Delivery desired within 90 days after receipt of order(s).<br/><br/>At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.</p> |
| NOTES/COMMENTS: |    |                          |  |

**G. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)**

| YES             | NO | NO & PROVIDE ALTERNATIVE |   |
|-----------------|----|--------------------------|---|
| X               |    |                          | 1. Deliver to 1800 N 33 <sup>rd</sup> St., Lincoln, NE 68503    |
| X               |    |                          | 2. Loading dock is available if needed, north side of building. |
| NOTES/COMMENTS: |    |                          |   |

**H. PACKAGING**

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

**I. ORDERS**

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

**J. QUALITY**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
| X                      |    |                          | 1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. |
| X                      |    |                          | 2. A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation.   |
| X                      |    |                          | 3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.   |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**K. PROHIBITED PRODUCTS**

| YES                    | NO |  |   |
|------------------------|----|--|---|
| X                      |    |  | 1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons. |
| X                      |    |  | 2. The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.  |
| X                      |    |  | 3. The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.   |
| <b>NOTES/COMMENTS:</b> |    |  |   |



**L. WARRANTY**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |   |
|-------------------------------|----|--------------------------|---|
| X                             |    |                          | <p><b>1.</b> The Contractor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.</p> |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |   |

**Form A**  
**Contractor Contact Sheet**  
**Invitation To Bid Number 6908 OF**

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

| <b>Preparation of Solicitation Contact Information</b> |   |
|--|---|
| <b>Contractor Name:</b>                                | BROADCAST DEPOT                             |
| <b>Contractor Address:</b>                             | 7782 NW 46TH STREET, #20<br>MIAMI, FL 33166 |
| <b>Contact Person &amp; Title:</b>                     | MARY SCHNELLE                               |
| <b>E-mail Address:</b>                                 | NORTH AMERICAN BUSINESS DEVELOPMENT         |
| <b>Telephone Number (Office):</b>                      | 305-599-3100 EXT 235                        |
| <b>Telephone Number (Cellular):</b>                    | 513-476-4474                                |
| <b>Fax Number:</b>                                     |   |

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

| <b>Communication with the State Contact Information</b> |               |
|---|---------------|
| <b>Contractor Name:</b>                                 | SAME AS ABOVE |
| <b>Contractor Address:</b>                              |               |
| <b>Contact Person &amp; Title:</b>                      |               |
| <b>E-mail Address:</b>                                  |               |
| <b>Telephone Number (Office):</b>                       |               |
| <b>Telephone Number (Cellular):</b>                     |               |
| <b>Fax Number:</b>                                      |               |





7782 NW 46TH STREET # 20  
 DORAL FL 33166 USA  
 T: 305-599-3100 / 1-800-313-7592  
 www.7bd.com - sales@7bd.com  
 EIN: 65-0924489

| SALES QUOTE |            |
|-------------|------------|
| 273505      | 07/11/2024 |

| Customer  | Forwarder | Ship To   |
|---|-----------|---|
| NET NEBRASKA EDUCATIONAL<br>TELECOMMUNICATIONS (125734)<br>ACCOUNTS PAYABLE<br>1800 N. 33RD ST.<br>LINCOLN, NE. 68503<br>USA<br>T: # 402-470-6361 |           | NET NEBRASKA EDUCATIONAL<br>TELECOMMUNICATIONS<br>MARK SPERLING PO #93662<br>1800 N. 33RD ST.<br>LINCOLN, NE. 68503<br>USA<br>T: # 402-430-0513 |

| Contact  | Terms          | Due Date   | Via           |                  |
|--|----------------|------------|---------------|------------------|
| SEND INVOICES STATE BID<br>accounting@nebraskapublicmedia. | NET45          | 08/11/2024 | UPS GROUND    |                  |
| Quotation  | PO #           | Incoterm   | Account Rep.  | Shipping Account |
| 273505   | 6908 OF DASDEC | EXW        | Mary Schnelle |                  |

| L | Item              | Description  | Qty | Price       | UM | Discount     | Amount       |
|---|-------------------|--|-----|-------------|----|--------------|--------------|
| 1 | DAS-DAS3-GX       | DIGITAL ALERT SYSTEMS DAS3-GX GROUPED EXPANSION MESSAGING PLATFORM-FCC CERTIFIED ENCODER/DECODER PLATFORM PRE-INSTALLS MOST POPULAR FEATURES                 | 15  | \$ 5,440.00 |    | \$ 11,220.00 | \$ 70,380.00 |
| 2 | DAS-EAS-NET       | DIGITAL ALERT SYSTEMS ESA-NET IS DIGITAL ALERTS SYSTEMS EXCLUSIVE COMMUNICATIONS PROTOCOL SOFTWARE. MUST BE AN ENCODER/DECODER TO OPERATE                    | 15  | \$ 1,850.00 |    | \$ 3,990.00  | \$ 23,760.00 |
| 3 | DAS-DAS3-GX-WAR5  | DIGITAL ALERT SYSTEMS DAS3-GX-WAR5 EXTENDS STANDARD DAS3-GX 2-YEAR WARRANTY TO 5 YEARS WARRANTY  | 15  | \$ 1,019.00 |    | \$ 2,789.97  | \$ 12,495.03 |
| 4 | DAS-DAS3-GX       | DIGITAL ALERT SYSTEMS DAS3-GX GROUPED EXPANSION MESSAGING PLATFORM-FCC CERTIFIED ENCODER/DECODER PLATFORM PRE-INSTALLS MOST POPULAR FEATURES                 | 2   | \$ 5,440.00 |    | \$ 1,496.00  | \$ 9,384.00  |
| 5 | DAS-EAS-NET       | DIGITAL ALERT SYSTEMS ESA-NET IS DIGITAL ALERTS SYSTEMS EXCLUSIVE COMMUNICATIONS PROTOCOL SOFTWARE. MUST BE AN ENCODER/DECODER TO OPERATE                    | 2   | \$ 1,850.00 |    | \$ 532.00    | \$ 3,168.00  |
| 6 | DASMP             | DIGITAL ALERT SYSTEMS DASMP MULTIPLAYER FOUR CHANNEL DISCRETE AUDIO PLAYER AND PRGORAM SWITCHER/MASTER OVERRIDE WITH TCP/IP CONNECTION TO DASDEC OR AMC HOST | 2   | \$ 3,295.00 |    | \$ 948.00    | \$ 5,642.00  |
| 7 | DASMULTISTATION-5 | DAS MULTISTATION-5 SOFTWARE OPTION ENABLES UP TO FIVE (5) 5 CO-LOCATED STATIONS OR CHANNELS INCLUDES : RADIO PLUS O TV PLUS OPTION.                          | 2   | \$ 1,995.00 |    | \$ 550.00    | \$ 3,440.00  |

**BANK INFO:** Bank of America N.A. 222 Broadway, New York, NY 10038  
 Acct # 898052327642; Swift # BOFAUS3N; ABA (Wire) # 026009593; ABA (ACH) # 063100277  
 Beneficiary: Broadcast Depot Corp.

**TERMS & CONDITIONS:**

- This document is valid for 30 days. Prices are subject to change without any notification.
- **Payment with credit cards will incur a 3% charge.**
- **Payment with paypal will incur a 4.5% charge.**
- **Past due invoices will incur a 3% charge on a monthly basis.**
- **Freight not included. (Unless notified).**
- IF TAX EXEMPT, Certificate of exemption required before shipping.
- No returns after 30 days, freight is Non-refundable.
- All returns are subject to a 10-20% Restocking fee.
- We only accept returns on stocking items in "as new" condition.
- All credit card orders will incur a 10% re-stock charge for returns.



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|-------------|------------|
| 273505      | 07/11/2024 |

| L  | Item  | Description  | Qty | Price        | UM | Discount    | Amount       |
|----|---|--|-----|--------------|----|-------------|--------------|
| 8  | DAS-AEA-GENERATOR   | DIGITAL ALERT SYSTEMS AEA MODULE FOR ATSC 3.0 ADVANCED EMERGENCY INFORMATION : MESSAGE AND MEDIA AGGREGATION, AEA TABLE (AEAT) CREATION, FORWARDING INTO THIRD-PARTY LOW-LEVEL SIGNALING (LLS)/NON-REAL-TIME (NRT) MANAGEMENT SYSTEMS. REQUIRES VALID EAS-NET LICENSE  | 2   | \$ 1,295.00  |    | \$ 350.00   | \$ 2,240.00  |
| 9  | DASUSB/4RS232   | DAS USB/4RS232 USB TO 4 SERIAL PORT EXPANDER- PROVIDES FOUR (4) ADDITIONAL RS-232 SERIAL PORTS   | 2   | \$ 350.00    |    | \$ 14.00    | \$ 686.00    |
| 10 | DAS-TTS-MIGUEL  | DIGITAL ALERT SYSTEMS TTS MIGUEL PREMIUM TEXT-TO-SPEECH (TTS) MIGUEL (AMERICAS SPANISH-MALE) OPTION SOFTWARE AND LICENSE FOR HIGH-QUALITY MALE VOICE   | 2   | \$ 550.00    |    | \$ 137.50   | \$ 962.50    |
| 11 | DAS-DAS3-GX-WAR5  | DIGITAL ALERT SYSTEMS DAS3-GX-WAR5 EXTENDS STANDARD DAS3-GX 2-YEAR WARRANTY TO 5 YEARS WARRANTY  | 2   | \$ 1,019.00  |    | \$ 372.00   | \$ 1,666.00  |
| 12 | DAS-HALO-SP   | DIGITAL ALERT SYSTEMS HALO STARTER PACK INCLUDES: HALO CORE MODULE AND BASIC CONFIGURATION MODULE ALONG WITH CLIENT LICENSE KEYS FOR HALO MANAGED DASDEC/ONE-NET DEVICES   | 1   | \$ 57,890.00 |    | \$ 1,736.70 | \$ 56,153.30 |
| 13 | DAS-HALO-ELM  | DIGITAL ALERT SYSTEMS HALO ENHANCED LOGGING MODULE (ELM) ENABLES THE COLLECTION OF EAS ALERTS FROM ALL MANAGED DASDEC/ONE-NET DEVICES. SEARCH, SORT AND FILTER FEATURES PROVIDES CONDOLIDATED, MULTI-TIERED SEARCHING OF EAS ALERT DATA, ALERTS DECODED, FORWARDED AND ORIGINATED, EVENT CODES, FIPS CODES, ORIGINATORS, EAS STATION IDS, AND DATE/TIME)ETC. FROM THE CENTRALIZED USER INTERFACE ALONG WITH PROVIDIING DATA EXPORT CAPABLILITIES. INCLUDES 1ST YEAR OF ANNAUL MAINTENANCE. | 1   | \$ 6,000.00  |    | \$ 840.00   | \$ 5,160.00  |
| 14 | DAS-HSP-AM  | DIGITAL ALERT SYSTEMS HALO ANNUAL MAINTENANCE (2) YEARS TOTAL, FIRST YEAR IS INCLUDED  | 1   | \$ 6,062.40  |    | \$ 0.00     | \$ 6,062.40  |
| 15 | <b><u>OPTIONAL HALO 2 YR AM EXTENTION, GIVING YOU A COVERAGE FOR 5 YEARS</u></b>    |  |     |              |    |             |              |
| 16 | DAS-HSP-AM  | DIGITAL ALERT SYSTEMS HALO ANNUAL MAINTENANCE (2) YEARS TOTAL, FIRST YEAR IS INCLUDED  | 1   | \$ 18,185.60 |    | \$ 545.57   | \$ 17,640.03 |
| 17 | DAS-SA-PLAN   | DIGITAL ALERT SYSTEMS SOFTWARE ASSURANCE PLAN -ONE YEAR (1) YEAR MEMBERSHIP GUARANTEES ALL SW UPGRADES FOR REGISTERED UNITS. REQUIRES EXECUTION OF SA-PLAN AGREEMENT   | 4   | \$ 200.00    |    | \$ 24.00    | \$ 776.00    |
| 18 | <b><u>FIRST YEAR SA-PLAN IS NO CHARGE. PRICING IS FOR A COVERAGE OF 5 YEARS</u></b> |  |     |              |    |             |              |

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Page 2

**Running Sub Total**

\$ 219,970.26



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| SALES QUOTE |            |
|-------------|------------|
| 273505      | 07/11/2024 |

| L   | Item  | Description  | Qty | Price     | UM | Discount | Amount    |
|---|---|--|-----|-----------|----|----------|-----------|
| 19  | FRTOUT                                      | FREIGHT CHARGE FROM BROADCAST DEPOT TO DESTINATION<br>OR FROM FACTORY TO DESTINATION | 1   | \$ 355.00 | EA | \$ 0.00  | \$ 355.00 |
| 20  | <u>DELIVERY 2 - 3 WEEKS FROM ORDER DATE</u> |  |     |           |    |          |           |
| 21  | <u>1% NET 30</u>                            |  |     |           |    |          |           |
| <a href="#">&lt;&lt;Click here to edit your Quote&gt;&gt;</a> |   |  |     |           |    |          |           |

|  |                                    |  |  |
|--|------------------------------------|--|--|
| <a href="#">&lt;&lt;BANK TRANSFER FORM URL LINK&gt;&gt;</a><br><a href="#">&lt;&lt;CREDIT CARD FORM ENGLISH URL LINK&gt;&gt;</a><br><a href="#">&lt;&lt;CREDIT CARD FORM SPANISH URL LINK&gt;&gt;</a><br><b>BANK INFO:</b> Bank of America N.A. 222 Broadway, New York, NY 10038<br>Acct # 898052327642; Swift # BOFAUS3N; ABA (Wire) # 026009593; ABA (ACH) # 063100277<br>Beneficiary: Broadcast Depot Corp.<br><b>TERMS &amp; CONDITIONS:</b><br>- This document is valid for 30 days. Prices are subject to change without any notification.<br>- <b>Payment with credit cards will incur a 3% charge.</b><br>- <b>Payment with paypal will incur a 4.5% charge.</b><br>- <b>Past due invoices will incur a 3% charge on a monthly basis.</b><br>- <b>Freight not included. (Unless notified).</b><br>- IF TAX EXEMPT, Certificate of exemption required before shipping.<br>- No returns after 30 days, freight is Non-refundable.<br>- All returns are subject to a 10-20% Restocking fee. | <u>Tax Details</u><br>Exempt: 0.0% | <b>Sub Total</b><br><b>Total Tax</b><br><b>Freight</b><br><b>Total</b><br><b>Discount</b><br><b>Paid</b> | \$ 219,970.26<br>0.00<br>\$ 219,970.26<br>\$ 0.00<br>\$ 0.00 |
|  | Approved by _____                  | <b>Balance USD</b>   | <b>\$ 219,970.26</b>   |

25 Million Americans with visual disabilities need access to your information

## FEATURES

- Simple compliance solution to 21st Century Video Accessibility Act
- Single system aggregates emergency information feeds from multiple sources
- Web-browser based configuration using any standard web-browser
- High-quality Text-To-Speech converter with customizable lexicon
- Separate Audio Message Controller and MultiPlayer™ 1 RU rack modules
- Highly configurable audio source/switching for analog or AES signals
- Simultaneous activation on multiple channels with different messages
- Comprehensive activity logging for compliance reporting

## BENEFITS

- Single system manages multiple input sources – weather systems, news systems, etc. compliance for text-to-speech and audio playback
- Customizable text-to-speech lexicon to properly speak difficult or colloquial location names or phrases
- Separate rack modules allow independent installation to better fit with existing station equipment

## AUDIO MESSAGE CONTROLLER | model DASAMC



## MULTIPLAYER | model DASMP

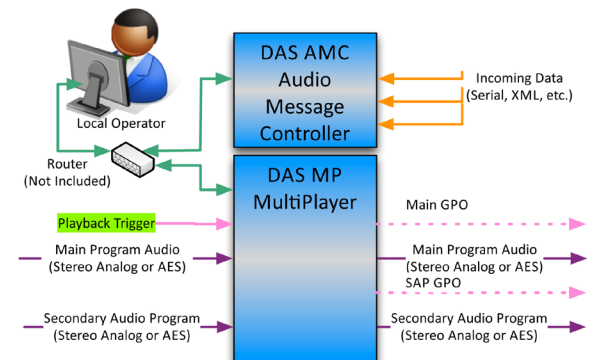


## OVERVIEW

Over twenty-five million American television viewers have significant vision loss to where audio is the prime means of communicating - this includes emergency information - so this sizable population is able to understand and appropriately respond to warnings of hazardous weather and similar emergency conditions. In 2010 President Obama signed the “*Twenty-First Century Communications and Video Accessibility Act of 2010*”<sup>1</sup> or simply the 21st CVAA. Very briefly, this legislation requires television stations to provide audio description in their Secondary Audio Program (SAP) channel matching any “emergency information” appearing on the main channel. This means any crawl or text displays on the main channel such as weather alerts, school closings, etc. – separate of actual newscasts or EAS alerts – must be “voiced” on the SAP channel. In addition an “attention” signal or tone must be inserted on the main channel to alert or indicate to viewers emergency audio is available on the secondary channel.

In response Digital Alert Systems introduces its new **Audio Management System (AMS)** – a simple solution for the 21st CVAA compliance. This two-part system consists of a DAS **Audio Message Controller (AMC)** and the award-winning **MultiPlayer™** linked together to provide proper message audio on both Main and SAP audio streams in full compliance with the 21st CVAA rules. By leveraging many of the similarities of our **DASDEC™** EAS/CAP Flexible Emergency Messaging System the AMS is a streamlined answer to the latest FCC rules from the innovative group at Digital Alert Systems – the leader in television EAS/CAP systems.

Unlike any single point solutions handling only one type of emergency information, the AMS is designed to aggregate information from a variety of sources, convert the text information to audio using a high-quality Text-To-Speech (TTS) convertor, prepare it for playback on the different audio channels, then provide audio and triggering signals on all configured channels under a single user interface.



Audio Management System Block Diagram



## How it works:

Both the Audio Message Controller and MultiPlayer are network-based allowing a properly credentialed operator to configure and control the system using any standard web-browser. Once configured the AMC is able to automatically gather emergency information from a variety of sources by monitoring data feeds over serial or TCP/IP connections and applying input filters to retrieve the appropriate information for processing. In addition the operator may load a pre-produced audio file, type message text, or to really speed things up, cut and paste the message text for rapid Text-To-Speech conversion. The AMC then handoffs the selected file, or the TTS audio file, to the MultiPlayer readying it for playback.

Audio playback can be triggered in one of three ways;

1. Automatically - immediately after the audio message is loaded
2. By GPI trigger, or
3. By the operator clicking the "Play" button on the user interface

When activated the Main Program audio plays the preset audio file (for example a two-tone burst or a pre-recorded announcer indicating "Additional audio information is available on your secondary audio channel" then returns to normal, simultaneously the Secondary Audio Program is switched in and plays its audio message the two times as the rules require, or a user defined number of iterations, after which it returns to normal SAP audio.

The MultiPlayer's flexible design allows it to be configured to use its internal switching or originate the audio signal(s) for switching or embedding by downstream devices, including independent GPO's to trigger these devices. The four independent channels can be configured for mono-analog or stereo AES and channels can be "bonded" or grouped together to create multi-channel audio configurations.

The AMS is an extension of technologies Digital Alert Systems has developed in response to the supporting both IPAWS EAS/CAP messaging requirements and the diverse needs of America's broadcast television industry. Understanding the importance of accurate record keeping the AMS maintains a series of comprehensive logs for monitoring inputs, debugging issues, and a reporting method for proving compliance.

## Combined compliance – much less hassle

The Audio Management System from Digital Alert Systems is the simplest way to combine alerting information from different sources, convert it to high-quality audio, and provide multi-channel playback into multiple audio program streams. Backed by a team of top developers, engineers, and support professionals, the AMS from DAS is the perfect solution to fulfill 21st Century Video Accessibility Act requirements. Thousands of broadcasters count on Digital Alert Systems for EAS compliance and now the same team stands ready to help solve another compliance issue. The Audio Management System from Digital Alert Systems, the company you can trust.

Contact your Digital Alert Systems representative today to learn how you can manage 21st Century Video Accessibility Act compliance. Don't wait. Call **585-765-1155** or visit [www.digitalalertsystems.com](http://www.digitalalertsystems.com) today.

### Audio Message Controller back panel



### MULTIPLAYER back panel



<sup>1</sup> [https://apps.fcc.gov/edocs\\_public/attachmatch/FCC-13-45A1.pdf](https://apps.fcc.gov/edocs_public/attachmatch/FCC-13-45A1.pdf)



## Emergency Messaging Platforms CATV Switching and Control

100 Housel Ave., P.O. Box 535  
Lyndonville, NY 14098  
(585)765-2254 (585)765-1155 fax (585)765-9330  
[www.digitalalertsystems.com](http://www.digitalalertsystems.com)

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Information herein is considered accurate at the time of publication. We constantly strive to improve our products and services therefore some specifications are subject to change without notice. One-Net<sup>SM</sup>, DASDEC-II, MultiStation, Multiplayer, EAS-Net, EAS-CAP, CMPro and CMPlus are trademarks of Digital Alert Systems Inc. Other logos and trademarks are property of their respective owners.  
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## Specifications

### AUDIO MESSAGE CONTROLLER

#### LAN Interface: TCP/IP Ethernet

- One (1) 10/100BASE-T Ethernet IEEE 802.3
- RJ-45 connectors suited for wiring CAT-5 or above
- Port features link & data indicators
- Assignable IP addressing (unit ships fixed at 192.168.2.3)

#### USB Interface:

- Four (4) USB 2.0 type A sockets

#### Front Panel Indicators:

- Power - Green

#### Physical Attributes:

- 19.0"W x 10.0"D x 1.75"H (1RU EIA rackmount)

#### Power Requirements:

- Input 120VAC @ .25 amps (10 Watts)

#### Weight:

- 4lbs

### MULTIPLAYER

#### Audio Inputs: (varies by configuration settings)

##### Digital Audio

- Balanced AES/EBU digital audio (program in) 110 ohm female XLR
- One (1) AES/EBU digital audio Master loop-through 110 ohm female XLR
- Analog Audio<sup>1</sup>
- One-pair (1) balanced 600 ohm stereo audio (program in) female XLR

#### Audio Outputs: (varies by configuration settings)

##### Digital Audio

- Balanced AES/EBU digital audio (program out) switched 110 ohm male XLR
- One (1) AES/EBU digital audio Master loop-through 110 ohm male XLR
- Auto-set to incoming sample rate, or 48 KHz without reference input
- Analog Audio
- One-pair (1) balanced 600 ohm stereo audio (program out) male XLR

#### LAN Interface: TCP/IP Ethernet

- One (1) 10/100/1000BASE-T Ethernet IEEE 802.3
- RJ-45 connectors suited for wiring CAT-5 or above
- Port features link & data indicators
- Assignable IP addressing (unit ships fixed at 192.168.0.220)

#### GPI/O's (General Purpose Inputs/Outputs):

- Four (4) software defined inputs per channel
- Two (2) software defined outputs rated 2A @ 30VDC per channel
- 10-pin detachable terminal strip per channel
- One (1) Master on-air input
- One (1) Master on-air output
- 3-pin detachable terminal strip

#### Front Panel Indicators:

- Alert Pending one per channel - Amber
- On-Air one per channel - Red
- Master Audio - Blue
- Power - Green

#### Physical Attributes:

- 19.0"W x 10.0"D x 1.75"H (1RU EIA rackmount)

#### Power Requirements:

- Input 120VAC @ .25 amps (30 Watts)

#### Weight:

- 8 lbs



## Digital Alert Systems MultiPlayer™ Installation and DASDEC™ Integration



### Introduction

The Digital Alert Systems MultiPlayer (model DASMP) is uniquely designed four-channel (designated as Ports 1 thru 4) audio player and program switcher for either radio or television facilities serving multiple program streams. The MultiPlayer works in conjunction with a DASDEC and optional MultiStation™ software to provide completely independent EAS audio playback for up to four discrete channels of EAS playback and program switching either simultaneously, sequentially, or with staggered start times – the DASDEC handles EAS playback and switching for the 5th channel. This means a DASDEC and DASMP combination can air any of the five channels at any time. The DASDEC host communicates to character generators for television applications and since MultiPlayer is a network based device it can be placed anywhere on a network accessible by the host DASDEC. Each port on the MultiPlayer can be configured for either AES digital or analog mono, playback and program switching. Both options use standard XLR's. In addition the MultiPlayer expands the number of DASDEC GPI/O's with four GPI's and two GPO's per port available on a 10 position removable terminal strip.

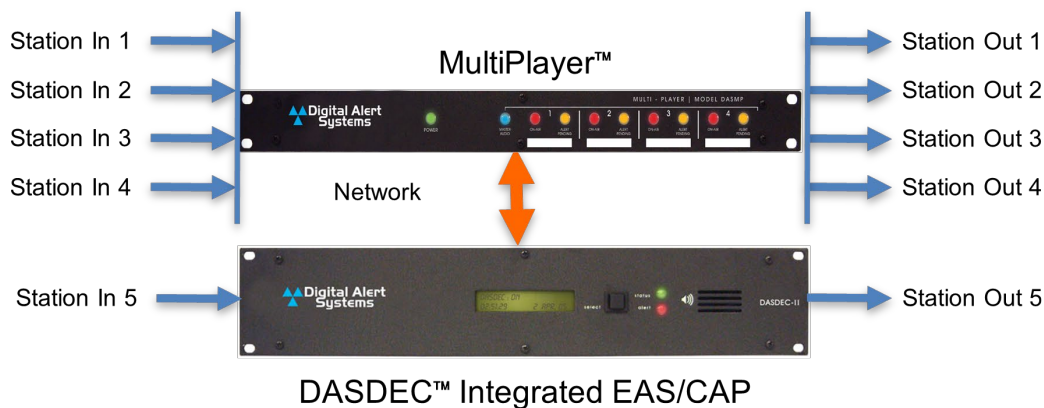


Figure 1 Station configuration of MultiPlayer and DASDEC combination.

### **IMPORTANT CONFIGURATION NOTES**

Under DASDEC MultiStation™ control Station 1 is hardcoded to MultiPlayer Port 1. Station 2 is hardcoded to MultiPlayer Port 2 and so on. Station 5 is tied to the DASDEC internal audio program switch(es) as depicted in Figure 1.

Current MultiPlayer software supports AES at 48KHz, 32 KHz, and 44.1KHz.

### Configuring MultiPlayer Network settings

The MultiPlayer’s factory default IP Address is 192.168.0.220. If connecting the MultiPlayer directly to the DASDEC via one of the network expansion ports no change is necessary by configuring the DASDEC network port to use a similar address. If using a network switch/router to connect the MultiPlayer and DASDEC the IP address will most likely need to be changed.

The MultiPlayer ships with a CAT-5 network crossover cable; this cable allows you to connect directly to the network port on the MultiPlayer. Before directly connecting the MultiPlayer verify you are using a crossover cable by referencing the picture in Figure 4. By not using a crossover cable the connection will not work and one or both network ports may be damaged.

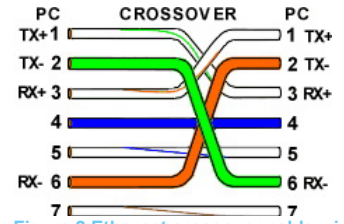


Figure 2 Ethernet crossover cable wiring

#### MultiPlayer Direct Network Connection to DASDEC

1. Connect the Ethernet crossover cable from the network connection on the MultiPlayer into an open DASDEC Ethernet port, then skip to **Wiring the MultiPlayer**

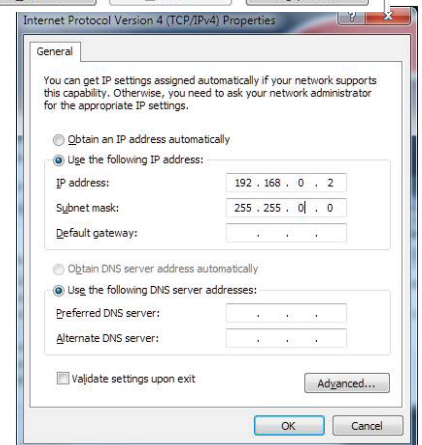
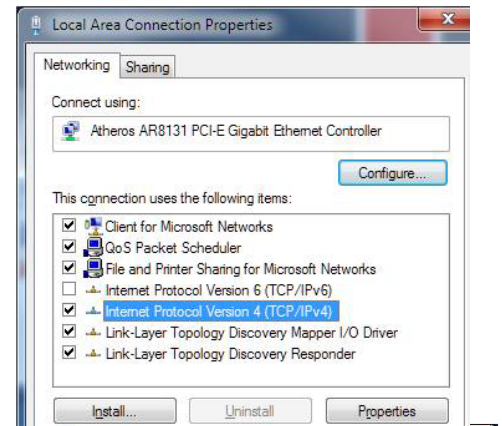
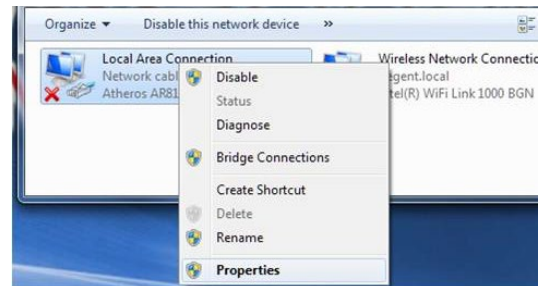
#### Setting/Modifying MultiPlayer IP address for Switch/router Connection to DASDEC

To assure connection with the DASDEC, the MultiPlayer should be configured with a static IP address. Consult your IT department to determine the following information:

|                   |                               |
|-------------------|-------------------------------|
| Static IP Address | _____ . _____ . _____ . _____ |
| Gateway           | _____ . _____ . _____ . _____ |
| Subnet Mask       | _____ . _____ . _____ . _____ |

To change the MultiPlayer’s IP address you will need a computer whose IP settings can be modified. The following instructions are for a PC with Windows 7<sup>1</sup>.

1. On the computer open “Control Panel”, then open “Network Connections”. Right-click on the network connection you will be using to complete the setup and select properties.
2. From the Network Connection Properties screen click on “Internet Protocol Version 4 (TCP/IP), then click on the “Properties” button.  
Make a note of the current settings in the “Internet Protocol Version 4 (TCP/IP)” properties page that opens so you can reset the computer to these settings after setting the IP Address of the MultiPlayer.
3. Next click the Radio Button for “Use the Following IP Address”.
4. In the “IP Address” field enter 192.168.0.200.
5. In the “Subnet Mask Field” enter 255.255.0.0. Leave the “Default Gateway”, “Preferred DNS Server” and “Alternate DNS Server” fields blank.  
Click OK.
6. Connect the crossover cable from the MultiPlayer to the computer



<sup>1</sup> A Macintosh computer may also be used by modifying similar settings in **Network Preferences** under **System Preferences**

7. Power up the MultiPlayer by inserting the AC cord and attaching to 100 – 240 VAC power source
8. While the MultiPlayer is booting (approximately 10 sec) open a web browser on the PC
9. In the address line type 192.168.0.220 and press Enter. You should be greeted with the MultiPlayer Home page as shown in Figure 5.
10. Click the link TCP/IP Configuration on the left side of the page. The screen will change to the TCP/IP configuration page shown in Figure 6
11. Enter the previously obtained information for IP Address, Gateway Address and Subnet Mask in the associated fields.
12. Click Save Changes to store the values
13. Click Restart System with New Values which will restart the MultiPlayer with the new values.
14. Disconnect the network connection and plug into the network switch/router
15. Restore the computer’s previous TCP/IP values by reversing the steps 1 – 6 above.

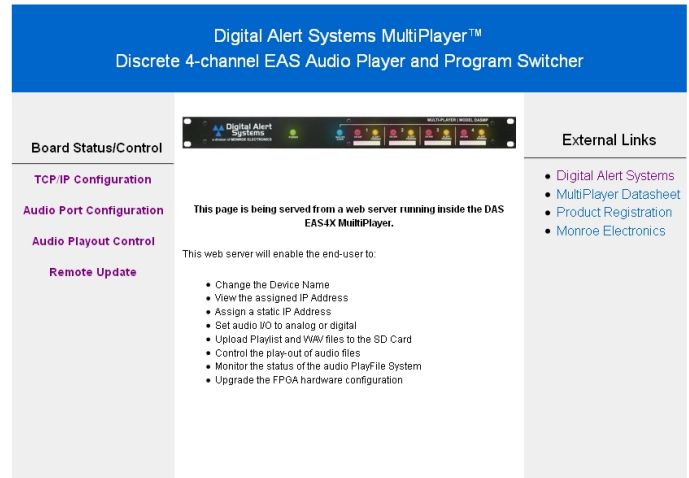


Figure 3 MultiPlayer Home page

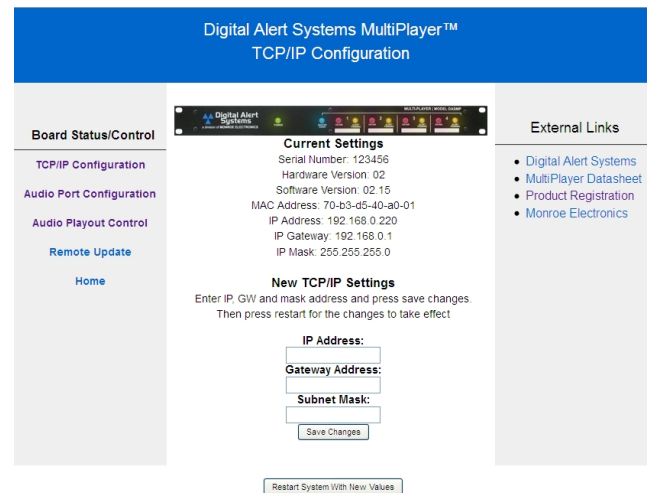
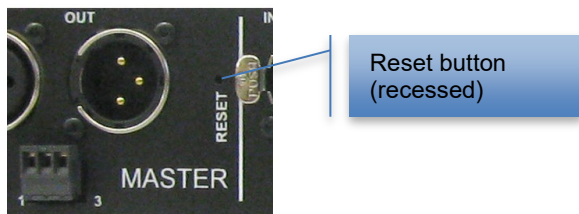


Figure 4 MultiPlayer TCP/IP Configuration screen

**Resetting to Factory Default IP**

Should it be necessary to reset the MultiPlayer to the default IP Address (192.168.0.220), press and hold the RESET button, on the back panel, for 10 seconds.



### **Audio Port Configuration**

Units are shipped preset for AES playback on all ports. If all stations are using AES playback skip to Wiring the MultiPlayer.

**The main point:** Ports are assigned a channel, and channels are linked to a station in the DASDEC MultiStation interface.

Each MultiPlayer's audio input/output ports can be configured to conform to the following signal types:

1. AES digital with input(stereo pair)-AES3
2. AES digital without input(stereo pair)-ORIG
3. Analog mono - ANALOG
4. Analog stereo - ANALOG + SLAVE combination

**The different channels created by the MultiPlayer are linked to the different MultiStation stations in the DASDEC web interface** (do not confuse channels with ports). These rules and guidelines are explained below by use of screenshots from the MultiPlayer web interface.

The screen shot in Figure 7 below is the home webpage for the MultiPlayer. To get to this page just type the IP address of the MultiPlayer into a network connected web browser. Click [Audio Port Configuration](#) text link on the left to navigate to the Audio Port Configuration page.

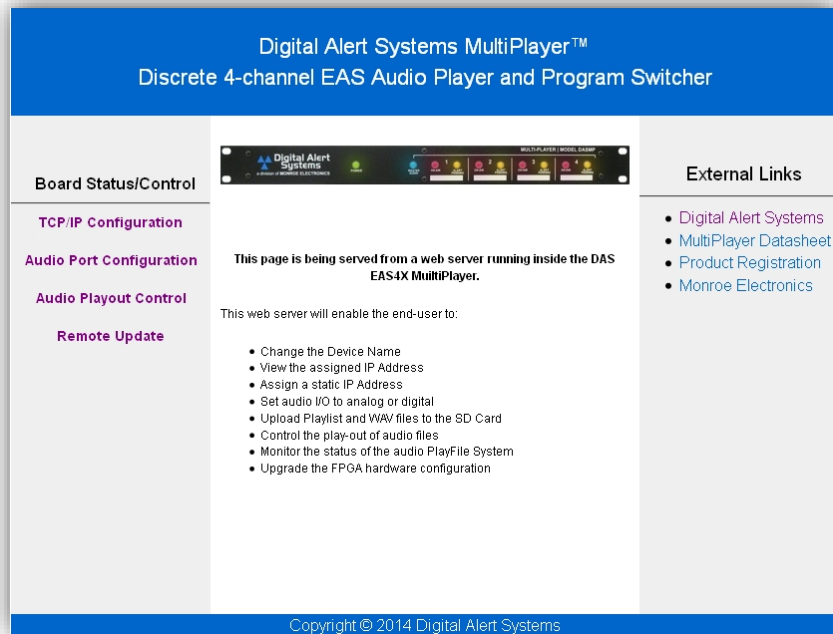


Figure 5 MultiPlayer Home page

The next screenshot is the Audio Port Configuration page of the MultiPlayer. In this configuration, all of the channels are AES digital channels. Port 1 is channel 1, port 2 is channel 2, port 3 is channel 3, and port 4 is channel 4. Each port is individual and is not bonded to another port. In the DASDEC MultiStation interface, channel 1 would be seen as station 1, channel 2 would be seen as station 2, channel 3 would be seen as station 3 and channel 4 would be seen as station 4. Therefore, 4 stations can be configured in the MultiStation interface of the DASDEC.

## Digital Alert Systems MultiPlayer™

### Discrete 4-channel EAS Audio Player and Program Switcher

**Board Status/Control**

TCP/IP Configuration

**Audio Port Configuration**

Audio Payout Control

Remote Update



**Select the audio channel assignments for each port.**

*AES3* digital audio has embedded left and right channels.  
*Analog* audio on channels 1 or 3 must be assigned as *mono*.  
*Analog* audio on channels 2 or 4 can be assigned as *mono* or *slave*.  
*Slave* channels allow for creation of a stereo pair using the same playlist.  
*AES* Channels with no AES input must be assigned as *ORIG*.  
**Current selection is shown in BLUE below the drop down box.**  
**All 4 channels MUST be specified before pressing Save Changes.**

Port 1

Chan 1 :  
AES3

Port 2

Chan 2 :  
AES3

Port 3

Chan 3 :  
AES3

Port 4

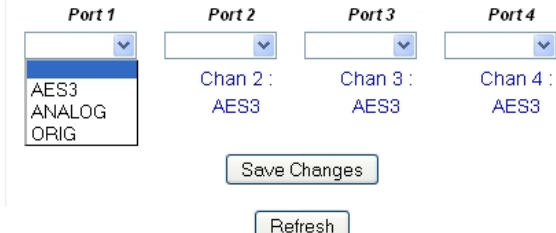
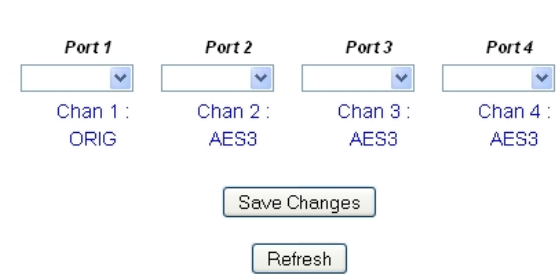
Chan 4 :  
AES3

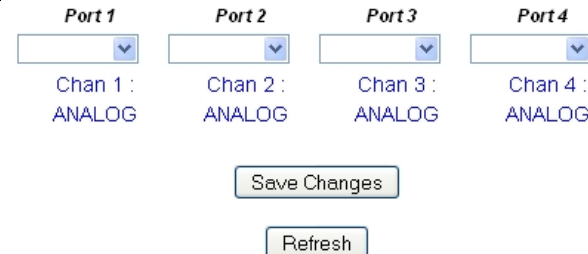
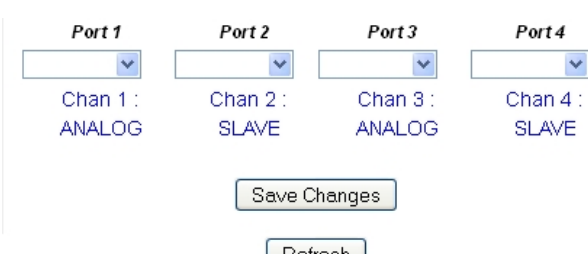
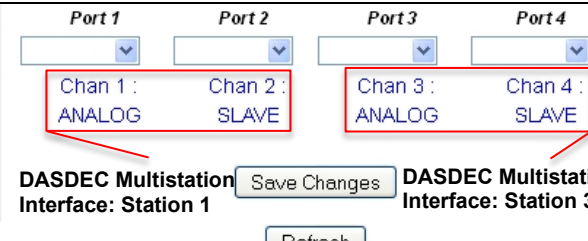
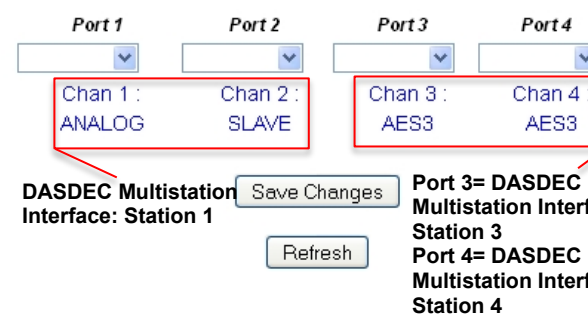
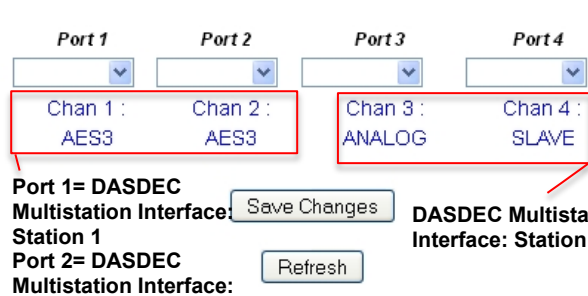
Save Changes

Refresh

- Digital Alert Systems
- MultiPlayer Datasheet
- Product Registration
- Monroe Electronics

Copyright © 2014 Digital Alert Systems

|  |  |
|--|--|
| <p>The screenshot to the right shows the different channel types that can be selected for port 1 using the dropdown menu under each port name. While Port 1 was already configured to be AES from earlier it can easily be changed to Analog, or Originator.</p> |  |
| <p>With AES3 selected for the Port configuration, an input source is required on the desired Port.</p> <p>To use AES audio without an input source, "ORIG" must be selected from the drop down menu, shown on the right.</p>                                     |  |

|  |   |
|--|---|
| <p>Analog audio can be used as a mono source for any port, as shown to the right.</p>  |  <p>Port 1: Chan 1 : ANALOG<br/>         Port 2: Chan 2 : ANALOG<br/>         Port 3: Chan 3 : ANALOG<br/>         Port 4: Chan 4 : ANALOG</p> <p>Buttons: Save Changes, Refresh</p>  |
| <p>Analog audio can also be used as a stereo left and right source. To use Analog audio as a stereo source, Port 1 would need to be set to "ANALOG" and Port 2 would need to be set to "SLAVE". This forms a bonded pair. An analog stereo source can also be configured for ports 3 and 4. Port 3 would need to be set to "ANALOG" and Port 4 would need to be set to "SLAVE". This forms a bonded pair.</p> <p>The screenshot on the right shows 2 Analog stereo sources being used.</p> <p>*The Slave option can only be selected for Ports 2 and 4</p> |  <p>Port 1: Chan 1 : ANALOG<br/>         Port 2: Chan 2 : SLAVE<br/>         Port 3: Chan 3 : ANALOG<br/>         Port 4: Chan 4 : SLAVE</p> <p>Buttons: Save Changes, Refresh</p>  |
| <p>With 2 Analog stereo sources set for the Multiplayer, Ports 1 and 2 are now Station 1 in the DASDEC Multistation Interface. Ports 3 and 4 would be Station 3 in the DASDEC Multistation Interface.</p>  |  <p>Port 1: Chan 1 : ANALOG<br/>         Port 2: Chan 2 : SLAVE<br/>         Port 3: Chan 3 : ANALOG<br/>         Port 4: Chan 4 : SLAVE</p> <p>Buttons: Save Changes, Refresh</p> <p>DASDEC Multistation Interface: Station 1<br/>         DASDEC Multistation Interface: Station 3</p>   |
| <p>If only one Analog Stereo source is to be used, then the Ports can be arranged in one of 2 ways.</p> <p>If Ports 1 and 2 are configured as an Analog Stereo source, Ports 1 and 2 are now Station 1 in the DASDEC Multistation Interface. Port 3 is Station 3 in the DASDEC Multistation Interface and Port 4 is Station 4 in the DASDEC Multistation Interface.</p> <p>Ports 3 and 4 can be set to AES, Analog, or ORIG depending on the sources being used.</p>   |  <p>Port 1: Chan 1 : ANALOG<br/>         Port 2: Chan 2 : SLAVE<br/>         Port 3: Chan 3 : AES3<br/>         Port 4: Chan 4 : AES3</p> <p>Buttons: Save Changes, Refresh</p> <p>DASDEC Multistation Interface: Station 1<br/>         Port 3= DASDEC Multistation Interface: Station 3<br/>         Port 4= DASDEC Multistation Interface: Station 4</p> |
| <p>If Ports 3 and 4 are configured as an Analog Stereo source, Ports 3 and 4 are now Station 3 in the DASDEC Multistation Interface. Port 1 is Station 1 in the DASDEC Multistation Interface and Port 2 is Station 2 in the DASDEC Multistation Interface.</p> <p>Ports 1 and 2 can be set to AES, Analog, or ORIG depending on the sources being used.</p>   |  <p>Port 1: Chan 1 : AES3<br/>         Port 2: Chan 2 : AES3<br/>         Port 3: Chan 3 : ANALOG<br/>         Port 4: Chan 4 : SLAVE</p> <p>Buttons: Save Changes, Refresh</p> <p>Port 1= DASDEC Multistation Interface: Station 1<br/>         Port 2= DASDEC Multistation Interface: Station 2<br/>         DASDEC Multistation Interface: Station 3</p> |

**You must make your selections for each Port when you would like to make a change.** Once a selection has been made for all of the ports, click on **Save Changes**. To ensure that your settings have saved, click the refresh button. If your configuration remains the same below the pull down menus, then your settings have been saved.

## Wiring the MultiPlayer

### Program Audio

Wiring the MultiPlayer is very straightforward. Audio connections are made for each of stations through the ports. Recall Under DASDEC MultiStation control Station 1 is hardcoded to MultiPlayer Port 1. Station 2 is hardcoded to MultiPlayer Port 2 and so on with Station 5 is tied to the DASDEC internal audio program switch(es) as depicted in Figure 1.



Figure 6 DASDEC and MultiPlayer audio program wiring configuration

The MultiPlayer features automatic program bypass in the event of power fail. In this way the program input will automatically be routed to the program output should power be loss or by command from the DASDEC.

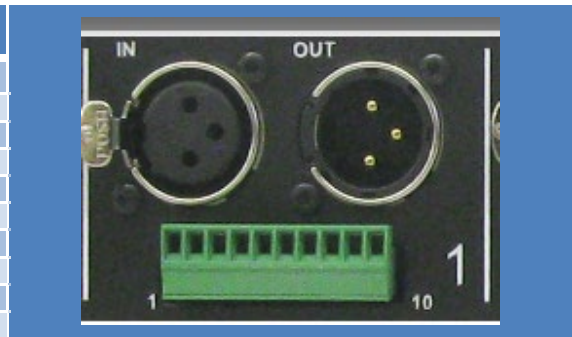
1. For a digital or mono audio connection, make the program audio connections as follows

| MultiPlayer Connection | DASDEC MultiStation Number<br>(Order in the MultiStation pull-down menu after Base Station)<br><i>Setup &gt; Decoder &gt; Forwarding</i> |
|------------------------|--|
| Port 1                 | DASDEC MultiStation 1  |
| Port 2                 | DASDEC MultiStation 2  |
| Port 3                 | DASDEC MultiStation 3  |
| Port 4                 | DASDEC MultiStation 4  |
| MASTER                 | DASDEC MultiStation 5<br>(DASDEC AES output loops through the MultiPlayer’s MASTER port to provide “live” audio during an EAN)           |

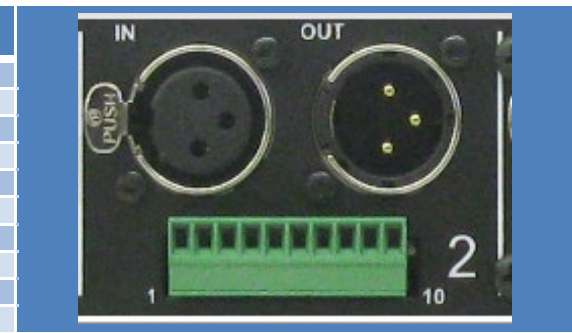
### MultiPlayer GPI's & GPO's

The MultiPlayer features four (4) General Purpose Inputs and two (2) General Purpose outputs per each port. The table and picture below define the wiring locations and the corresponding labeling in the DASDEC. It is important to match the connection and labeling in the next section **STEP 4 - Configuring the MultiPlayer GPI's and GPO's**. Note: GPO's are not grounded, having two connections (Pins 1 and 2). The terminal strip is removable to facilitate ease of wiring.

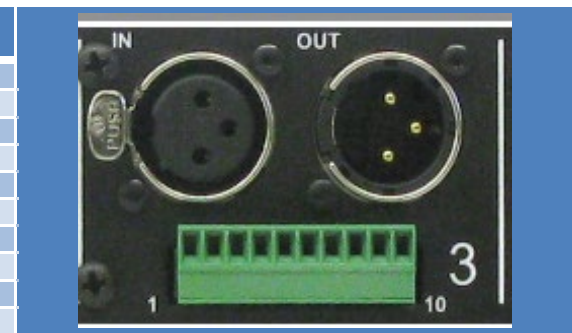
| Port 1 | Connection   | DASDEC Label<br>(Setup > GPIO > MultiPlayer GPIO) |
|--------|--------------|---|
| Pin 1  | <b>GPO 1</b> | MP Port 1: Relay 1 Pin 1                          |
| Pin 2  | <b>GPO 2</b> | MP Port 1: Relay 2 Pin 1                          |
| Pin 3  | <b>GPI 1</b> | MP Port 1: Input 1                                |
| Pin 4  | <b>GPI 2</b> | MP Port 1: Input 2                                |
| Pin 5  | <b>GND</b>   | Ground  |
| Pin 6  | <b>GPO 1</b> | MP Port 1: Relay 1 Pin 2                          |
| Pin 7  | <b>GPI 3</b> | MP Port 1: Input 3                                |
| Pin 8  | <b>GND</b>   | Ground  |
| Pin 9  | <b>GPO 2</b> | MP Port 1: Relay 2 Pin 2                          |
| Pin 10 | <b>GPI 4</b> | MP Port 1: Input 4                                |



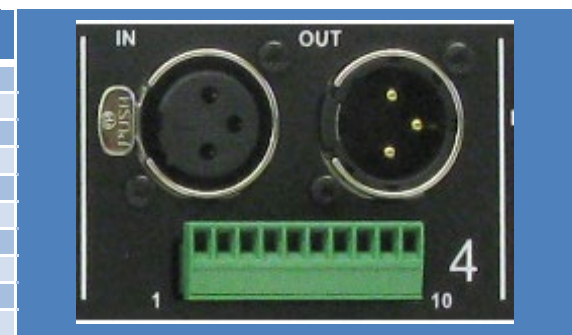
| Port 2 | Connection   | DASDEC Label<br>(Setup > GPIO > MultiPlayer GPIO) |
|--------|--------------|---|
| Pin 1  | <b>GPO 1</b> | MP Port 2: Relay 1 Pin 1                          |
| Pin 2  | <b>GPO 2</b> | MP Port 2: Relay 2 Pin 1                          |
| Pin 3  | <b>GPI 1</b> | MP Port 2: Input 1                                |
| Pin 4  | <b>GPI 2</b> | MP Port 2: Input 2                                |
| Pin 5  | <b>GND</b>   | Ground  |
| Pin 6  | <b>GPO 1</b> | MP Port 2: Relay 1 Pin 2                          |
| Pin 7  | <b>GPI 3</b> | MP Port 2: Input 3                                |
| Pin 8  | <b>GND</b>   | Ground  |
| Pin 9  | <b>GPO 2</b> | MP Port 2: Relay 2 Pin 2                          |
| Pin 10 | <b>GPI 4</b> | MP Port 2: Input 4                                |



| Port 3 | Connection   | DASDEC Label<br>(Setup > GPIO > MultiPlayer GPIO) |
|--------|--------------|---|
| Pin 1  | <b>GPO 1</b> | MP Port 3: Relay 1 Pin 1                          |
| Pin 2  | <b>GPO 2</b> | MP Port 3: Relay 2 Pin 1                          |
| Pin 3  | <b>GPI 1</b> | MP Port 3: Input 1                                |
| Pin 4  | <b>GPI 2</b> | MP Port 3: Input 2                                |
| Pin 5  | <b>GND</b>   | Ground  |
| Pin 6  | <b>GPO 1</b> | MP Port 3: Relay 1 Pin 2                          |
| Pin 7  | <b>GPI 3</b> | MP Port 3: Input 3                                |
| Pin 8  | <b>GND</b>   | Ground  |
| Pin 9  | <b>GPO 2</b> | MP Port 3: Relay 2 Pin 2                          |
| Pin 10 | <b>GPI 4</b> | MP Port 3: Input 4                                |



| Port 4 | Connection   | DASDEC Label<br>(Setup > GPIO > MultiPlayer GPIO) |
|--------|--------------|---|
| Pin 1  | <b>GPO 1</b> | MP Port 4: Relay 1 Pin 1                          |
| Pin 2  | <b>GPO 2</b> | MP Port 4: Relay 2 Pin 1                          |
| Pin 3  | <b>GPI 1</b> | MP Port 4: Input 1                                |
| Pin 4  | <b>GPI 2</b> | MP Port 4: Input 2                                |
| Pin 5  | <b>GND</b>   | Ground  |
| Pin 6  | <b>GPO 1</b> | MP Port 4: Relay 1 Pin 2                          |
| Pin 7  | <b>GPI 3</b> | MP Port 4: Input 3                                |
| Pin 8  | <b>GND</b>   | Ground  |
| Pin 9  | <b>GPO 2</b> | MP Port 4: Relay 2 Pin 2                          |
| Pin 10 | <b>GPI 4</b> | MP Port 4: Input 4                                |





### Configuring the DASDEC for MultiPlayer Audio Playout

#### Step 1 – Install the MultiPlayer supported software

The DASDEC must have version 2.5-1\_a07 software or higher to work with the MultiPlayer. To download this version, click this link: [www.digitalalertsystems.com/MultiPlayer\\_documents.html](http://www.digitalalertsystems.com/MultiPlayer_documents.html) and follow the table information to get the necessary DASDEC software file then go to **Setup > Server > Upgrade** and follow standard DASDEC upgrade procedures to install this new software version.

Once the DASDEC is upgraded with the proper software version it can be configured to control the MultiPlayer.

#### Step 1B – Configure the Network Interface (Direct MultiPlayer Connection Only)

If using a direct MultiPlayer to DASDEC connection via one of the expansion Ethernet ports you need to be sure it is enabled and configured properly.

##### Configuring a Network Interface

1. Log In to the DASDEC
2. Go to **Setup > Network > Configuration**
3. Enable the proper network interface connecting the MultiPlayer by clicking the check box. See example in Figure 10 using the **Third Network Interface** shown
4. Enter 192.168.0.200 in the IP Address field (or any IP address in the same range as the MultiPlayer – DO NOT ENTER THE MULTIPLAYER IP ADDRESS HERE)
5. Enter 255.255.255.0 in the **IP Netmask** field
6. Leave the Hostname field alone. It should read **dasdecnicX.net** where “X” is the port number being configured.
7. Scroll down the page and click **Accept Changes / Restart Network**
8. The DASDEC will restart and the box will change to green as shown in Figure 11

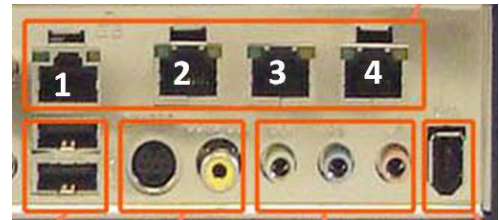


Figure 7 DASDEC with optional Ethernet expansion

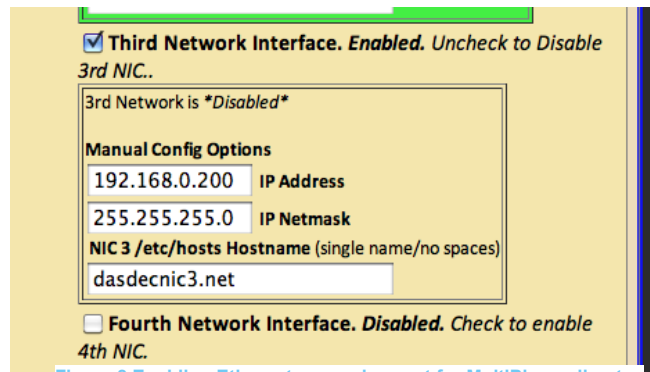


Figure 8 Enabling Ethernet expansion port for MultiPlayer direct connection

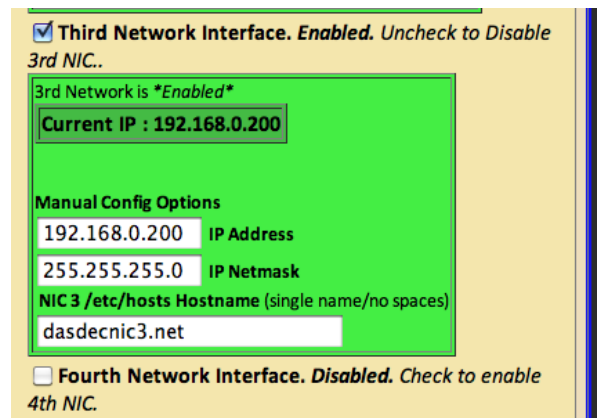


Figure 9 Expansion Ethernet port enabled indicated by \*Enabled\* message and green outline

## Step 2 – Enabling MultiPlayer Support on the DASDEC

1. Log in to the DASDEC
2. Go to **Setup > Audio > MultiPlayer** (the MultiPlayer tab only appears in the latest version of DASDEC software featuring MultiPlayer support, with the Multistation License Key enabled)
3. Enable the MultiPlayer by checking the box **Enable MultiPlayer Interface**. The screen will expand to allow additional entries.
4. Enter the MultiPlayer’s IP address in the **MultiPlayer IP Address** field. (If using the Direct Multiplayer to DASDEC Connection, enter the Multiplayer’s default IP of 192.168.0.220)
5. Enter the word “**guest**” (all lowercase, no spaces and no quotations) in **BOTH** the **MultiPlayer FTP User Name** and **MultiPlayer FTP Password** fields

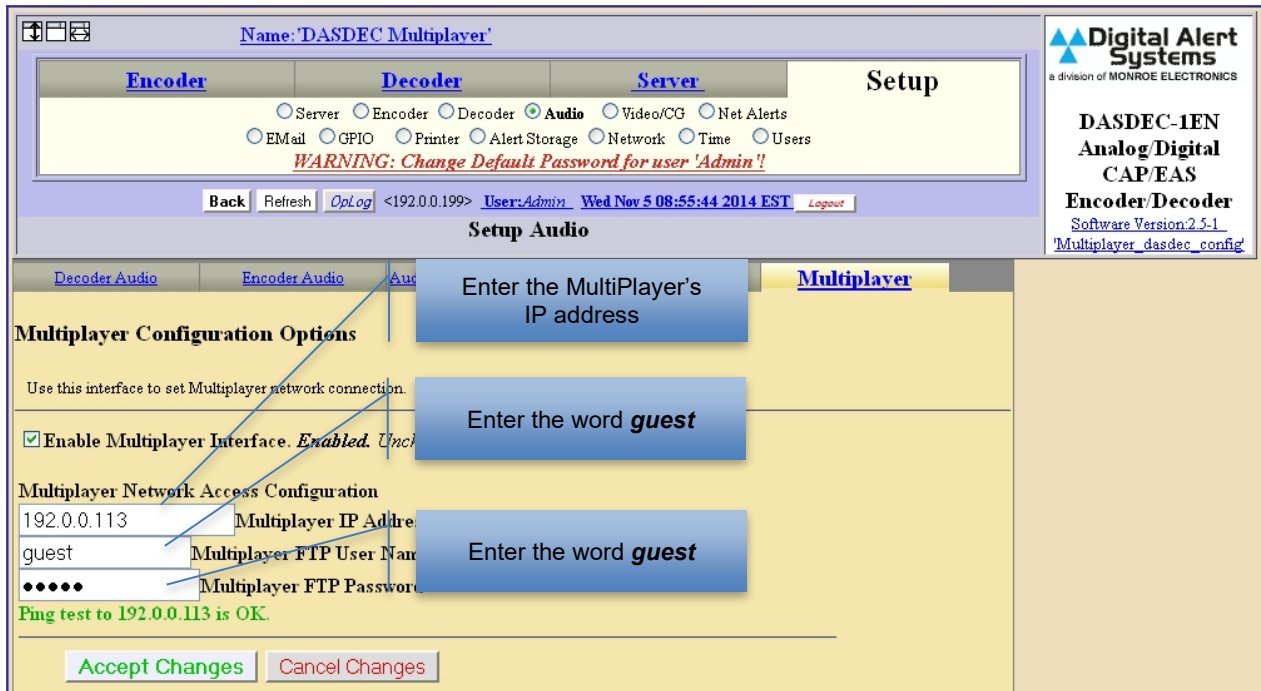
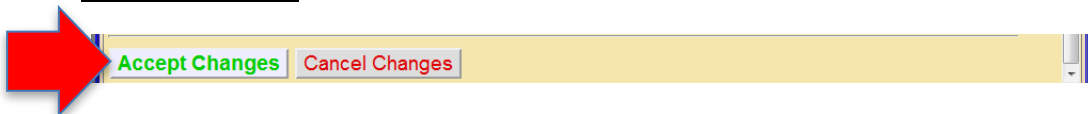


Figure 10 MultiPlayer configuration screen

6. Once the network information is entered, the DASDEC will attempt to verify connection to the MultiPlayer.  
If there is a connection issue the message **Ping test to xxx.xxx.xxx.xxx Failed!** (where xxx.xxx.xxx.xxx is the IP address entered in the **MultiPlayer IP Address** field above) will appear. If the test fails, verify the MultiPlayer’s IP Address is entered correctly, recheck all cables are properly connected, and verify the network settings for the connection to the MultiPlayer are correct. If the MultiPlayer is on a network switch/router you can access it from any web-browser by typing its IP address in to the address field and seeing if the MultiPlayer Home page is reachable.
7. Click **Accept Changes**



- 8. Switch to the **Setup > Audio > Audio Output Levels/Test** tab
- 9. Ensure the **Audio Output Sample Rate** is set at **16000 Sample/sec** by selecting it in the pull-down menu.  
(Note: This merely sets the sampling rate for the monophonic EAS audio and *DOES NOT* impact the AES input and output rates.)

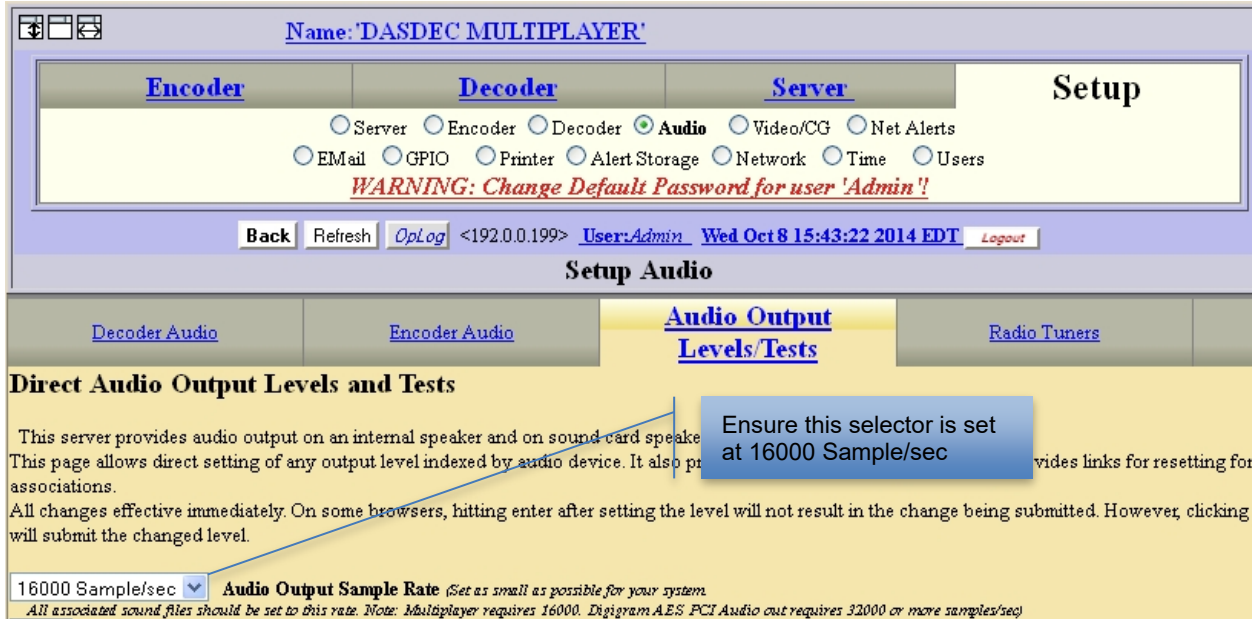
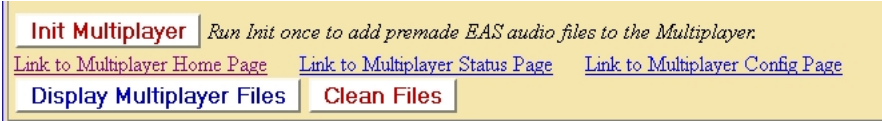
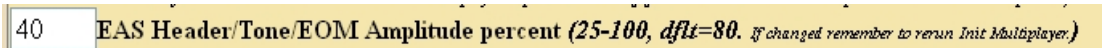


Figure 11 Setting the audio sample rate for EAS audio. See text for more information.

- 10. Once selected the change is immediately applied.
- 11. If you are using Analog Audio for the MultiPlayer, you must set the **EAS Header/Tone/EOM Amplitude percent** to 40. Once you have changed the value press enter. The changes will be applied.
- 12. If you have changed the **EAS Header/Tone/EOM Amplitude percent** from the default value of 80, you must go to the **Setup > Audio > Multiplayer** page. Scroll to the bottom and click the **Init Multiplayer** button. This will load a new Attention Signal and End of Message Tone, using the new amplitude percent you have set.



### Step 3 – Configuring the stations for MultiPlayer audio payout

1. Log in to the DASDEC
2. Go to **Setup > Decoder > Forwarding**
3. Scroll down to the **MultiStation Interface Configuration** section
4. Use the **Select Station Configuration Interface** pull down to select the station to activate
5. Click the check box **Run alert audio on MultiPlayer**.

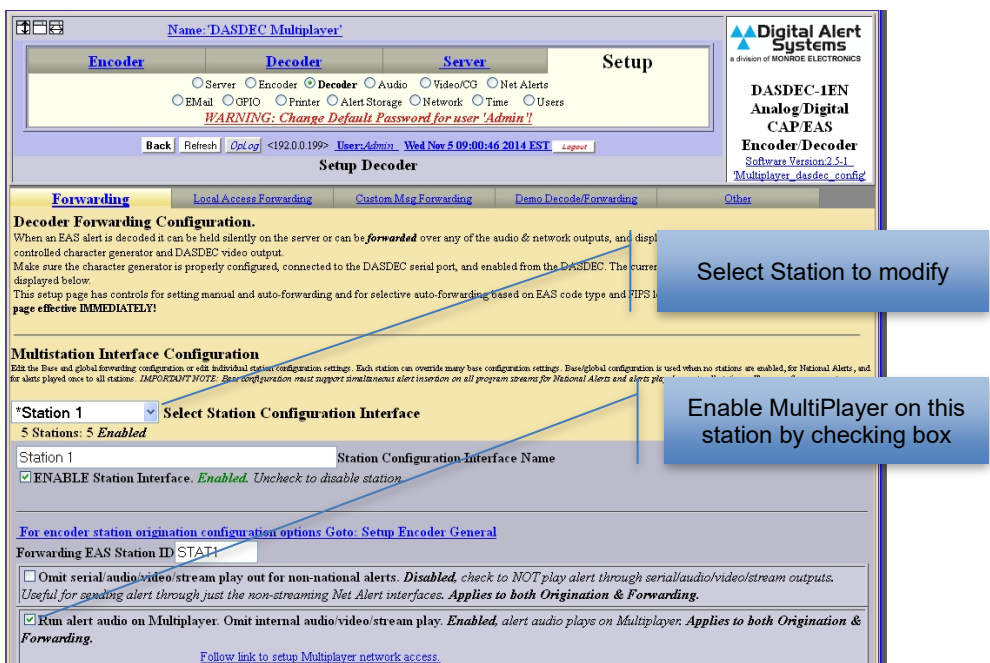


Figure 12 Configuring each station for MultiPlayer audio payout. (Repeat for each active station)

6. If the MultiPlayer is not connected to the DASDEC you will see the warning message as shown in Figure 15. (If necessary follow the steps in STEP 2 -6 above to verify connectivity.)

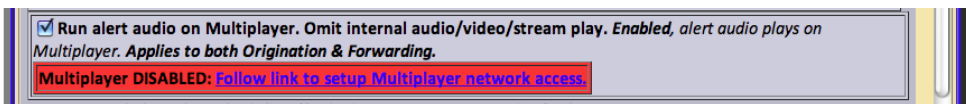


Figure 13 Warning message if MultiPlayer is not connected or inoperative.

7. Scrolling down to the station action table there's an additional field for assigning the MultiPlayer GPI and GPO's to a station. You may want to skip to STEP 4 – Configuring the MultiPlayer GPI's and GPO's where specific actions are assigned before assigning the ports.

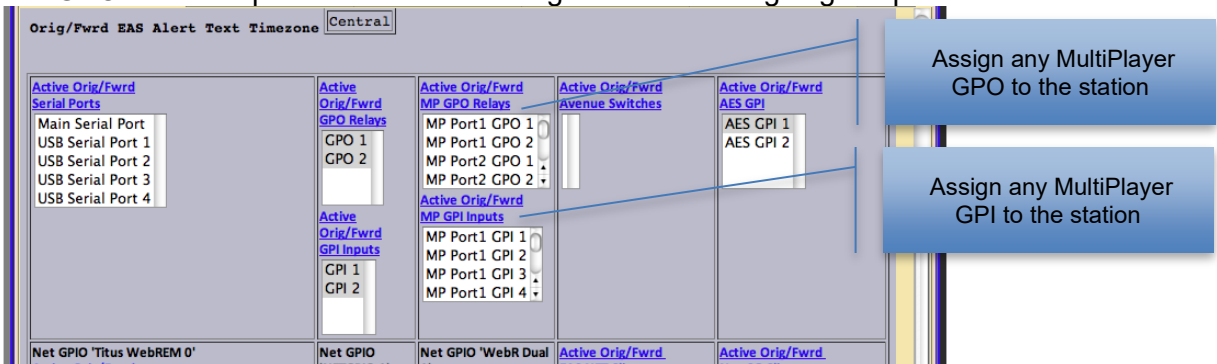
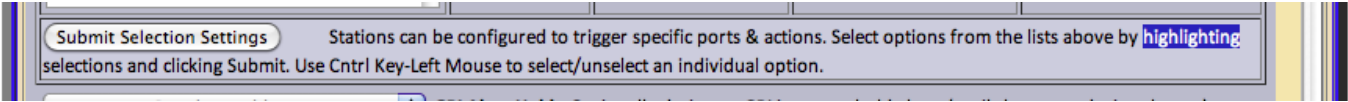


Figure 14 MultiStation action table assignments.

- 8. Select any of the MultiPlayer GPI's or GPO's you wish to assign to this station holding the SHIFT key or Control key (Command key for Mac users) for multiple selections. Refer to the **MultiPlayer GPI's & GPO's** section of this document for more on ports
- 9. Click .Submit Selection Settings to save the station settings.



- 10. Repeat Steps 3-4 thru 3- 9 for each station.

### Step 4 – Configuring the MultiPlayer GPI's and GPO's

- 1. Log in to the DASDEC
- 2. Go to **Setup > GPIO > MultiPlayer GPIO**
- 3. Using the pull down selections to define the action for each input or output. SELECTIONS ARE IMMEDIATE

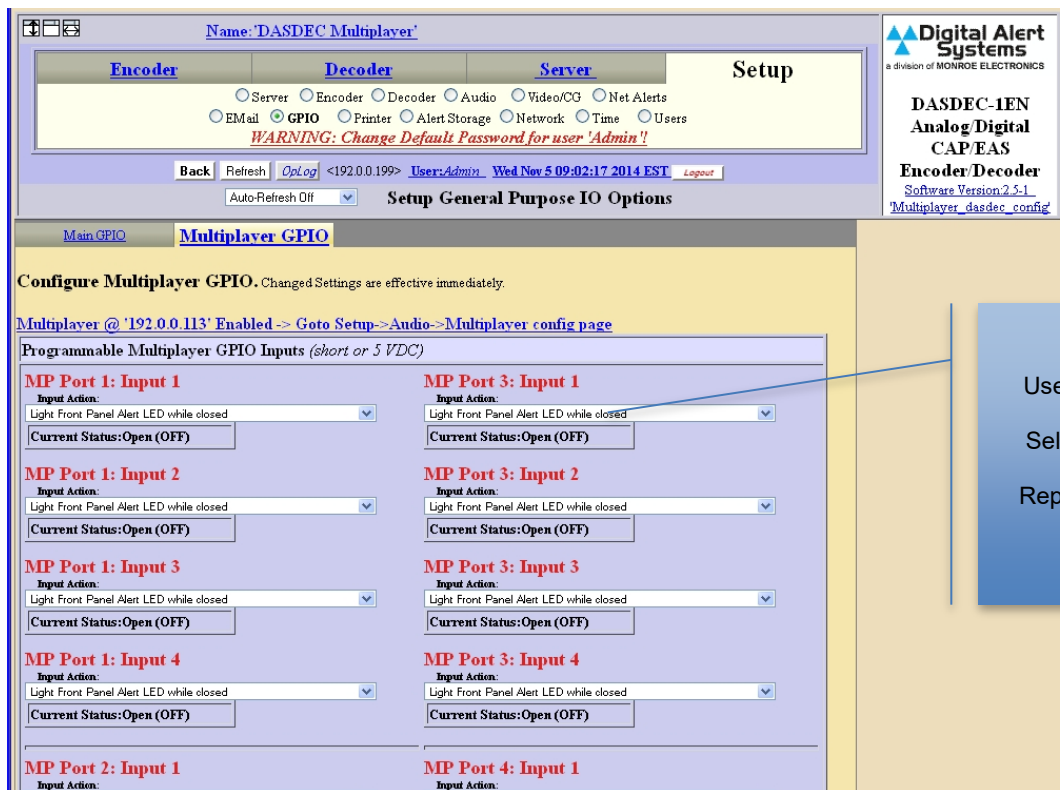


Figure 15 MultiPlayer GPI and GPO configuration page. Selections are immediate.

- 4. If you haven't assigned the MultiPlayer GPI's or GPO's to a station you may want to return to STEP 3 -7 and complete the station action table assignments.

## The Three Irrefutable Laws of EAS

EAS Is Not Going Away  
It Will Change  
You Must Comply

Simplify EAS compliance and eliminate needless worrying with Digital Alert Systems' Software Assurance Plan

### BENEFITS

- Receive ALL software releases regardless of version number
- Keeps software current with any new features and security enhancements
- Respond quickly to critical compliance mandates and security updates
- Lower overall costs with simple annual budgeting
- Avoid steeper charges for major upgrade releases

### SOFTWARE ASSURANCE PLAN MEMBERS ALSO

- 5% discount on repair costs (parts and labor)
- 5% purchase price discount on additional license keys/options
- If at any point a future software release is not supported by the hardware, Digital Alert Systems will replace the hardware at a discount

# Software Assurance Plan

Every successful company has a plan ...  
You should too!

Maintaining EAS equipment is a challenge and everyone knows it. Constantly changing rules and regulations, evolving technology requirements, and critical security updates can create enormous headaches for even the most astute operators.

What everyone wants is a simple, inexpensive way to keep their EAS/CAP devices up-to-date and compliant with FCC rules, IPAWS improvements, and critical fixes. Well, the solution is here!



## The Digital Alert Systems Software Assurance Plan

The Digital Alert Systems Software Assurance Plan is a simple way for customers to easily ensure their platforms are always up to current requirements by covering ALL ongoing software releases — regardless of the software version — in exchange for a small annual fee. So, if you are part of the Software Assurance Plan and on Version 5.0, then all subsequent versions are yours; V5.1, V5.2 - even V6.0 and beyond. No additional charges!

Customers can now budget the small and manageable costs of software maintenance on an annual basis, eliminating larger periodic upgrade charges, or worse, falling behind on critical updates and facing large non-compliance fines. This simplifies the entire process so you can attend to more pressing matters.

Under the Software Assurance Plan, customers have immediate access to the latest software including new features\*, fixes, and security updates. Also, Software Assurance Plan members receive discounts on repairs (parts and labor) and any additional software license keys.

\*Additional licensed features must have been purchased separately.

## With the Software Assurance Plan, it's never been easier to maintain and keep your EAS/CAP device up to date!

### THREE EASY STEPS TO JOIN

#### STEP 1:

Verify each DASDEC™ or One-Net™ is on Version 5.x software\*.

#### STEP 2:

Email company information and serial number(s) to: [support@digitalalertsystems.com](mailto:support@digitalalertsystems.com), and Digital Alert Systems will return documentation along with an invoice covering the first year's subscription fee.

#### STEP 3:

Sign the agreement and arrange payment, then once payment is made, you're covered!

The Software Assurance Plan from Digital Alert Systems. An easy and inexpensive way to budget software maintenance costs, keep up-to-date with constant changes and remain fully compliant with regulations

Simply your life. Sign up today!

Call or contact Digital Alert Systems for more information:

[www.digitalalertsystems.com/sa-plan](http://www.digitalalertsystems.com/sa-plan)

\*To be eligible for the Software Assurance Plan, each device must be running Version 5.0 software. Devices below V5.0 must be upgraded for inclusion in a Software Assurance Plan. Please contact Digital Alert Systems or a representative for information on upgrading to V5.x based on current platform and software version.



**Flexible Emergency Messaging Platforms**

100 Housel Ave.  
Lyndonville, NY 14098  
tel (585)765-1155 | fax (585)765-9330  
[www.digitalalertsystems.com](http://www.digitalalertsystems.com)

**Unmatched Solutions for RADIO - TV - CATV - IPTV - OTT - EOC**

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All rights reserved



## Third Generation Flexible Emergency Messaging Platform



Digital Alert Systems, the innovative leader in EAS/CAP products, presents the DASDEC-III. The latest in the award winning DASDEC™ series of emergency messaging devices.

### Features

- Unified platform for all applications: broadcast TV, CATV, IPTV, radio, industrial, emergency management/public safety
- Three models provide flexible, cost-effective solutions to any application
- Modular digital audio and multiple networking options
- Multiple software options for easy in-field upgrades
- Program audio features RJ-45 connectors for simple wiring using CAT5/6 cabling
- High definition video option using HDMI output with embedded message audio

An innovative leader in the emergency messaging market for over 20 years, Digital Alert Systems continues its reputation for excellence and innovation by introducing the DASDEC-III, the latest generation of flexible messaging technology. Chock full of powerful features for a wide range of applications, the DASDEC-III covers current requirements and is designed to handle future needs with easy software upgrades in a flexible, proven hardware package and a host of communication interfaces and standards.

The DASDEC-III from Digital Alert Systems is the next generation of emergency messaging technology, ready to carry emergency messaging well into the 21st century.



## Built for today - ready for tomorrow

The DASDEC-III improves upon the many features that propelled the previous models to the forefront of EAS encoder/decoder market. Features like small single box design, integrated receivers, advanced hardware interfaces, simple software upgrades, and robust information exchange protocols managed through a web interface. Proving Digital Alert Systems' innovative leadership, the DASDEC-III offers a world of possibilities. Customers can choose from two base hardware models and customize the ultimate solution to fit their requirements.

## More modular design

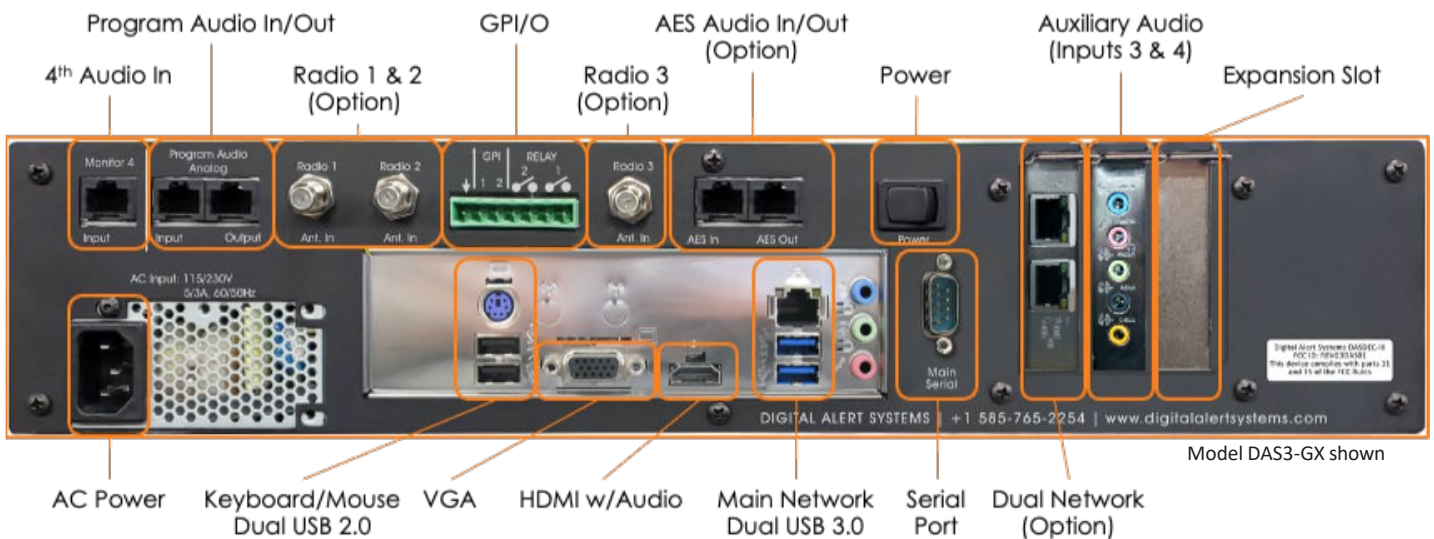
Analog stereo audio program switching is standard on both models, and a secondary AES digital audio signal path with the DAS3-AES is also an option. In addition, both analog and digital signal paths incorporate fail-safe bypass relays to eliminate off-air worries in the event of power failure.

These options can be activated in the field, no longer requiring a factory retrofit.

The DASDEC-III adopts a newer video display standard using an HDMI output capable of displaying a full-screen message up to 4K with audio, making it a perfect complement to various digital signage applications.

The DASDEC-III supports the broadest range of physical connections and interface protocols in the industry — whether simple GPI/O, basic serial, USB, or IP-networking. While the DAS3-EL is limited, the DAS3-EX adds three expansion ports — one for more monitoring audio inputs, and the other two accept a wide range of available audio, GPIO, and network options. Since the DAS3-GX includes the expanded network option, there's one open port.

For digital streaming, there are optional MPEG2 and MPEG-DASH encoders capable of creating transport streams for direct insertion into digital broadcast or cable distribution systems or providing alert video and audio into a content delivery network (CDN). Powerful options that save the cost and wiring of external encoders or transcoding systems.



Besides offering AES as a module, the DASDEC-III introduces RJ-45 style audio connectors replacing bulking and expensive XLRs or difficult to patch terminal strips. The new audio connectors allow simple CAT5/6 wiring with many of the latest audio consoles and devices, following a standard wiring configuration so customers can purchase any number of adaptors (available separately) or craft their own.

Each model of DASDEC-III supports the optional integrated tri-band (AM/FM/WX) monitoring receivers. For example, adding the DAS3-2RADIO license activates two (2) receivers on the DAS3-EL, and with the DAS3-3RADIO option, three (3) receivers and a fourth baseband monitoring audio input on the DAS3-EX and DAS3-GX.

Additionally, DASDEC-III supports Digital Alert Systems' exclusive EAS-Net™ option, the de facto protocol standard for IP interfacing. Adopted by more than 50 companies with 90+ products, including various character generators, media keyers, video servers, and encoding platforms, EAS-Net creates a powerful and straightforward way to communicate messages over an IP network. With more companies joining the EAS-Net bandwagon every year, it's good to have a DASDEC on the team.

Both DASDEC-III models feature an enhanced front panel display offering more information with its four-line display. In addition, the added button panel provides activation, configuration, and control functions in the future.

## Doubling Down

The DASDEC-III features the latest hardware and compute processing platform — that means it's a 64-bit system — doubling the processing throughput over the original and early DASDECs. All significant steps up in power and performance with a snappier response, more horsepower, and the 64-bit architecture ensures the system will support the latest advances in operating systems and future security and feature enhancements.

## New platform — New Interface

Digital Alert Systems also ushers in a new generation of software with this new platform leveraging the new 64-bit architecture. Version 5 is the beginning of a new and improved presentation and operator interaction, making the system more user-friendly and intuitive. In addition, the latest software features a completely updated and streamlined user interface, following the efforts pioneered with our HALO™ Enterprise Level EAS Device Management system. Reducing many of the multi-tab configurations to single, more manageable pages, substantially reducing clutter, and forcing consistency, results in a much more attractive interface for new users while remaining familiar for veterans. More importantly, moving to a more contemporary and consistent springboard for continued user-interface improvements.

## Control where you need it

DASDEC was the first EAS/CAP device to use a web browser-based user interface and leverage standard network connectivity. As a result, there are no special software, steep learning curves, or sophisticated software installations requiring IT support. Moreover, the DAS3-EX model offers a dual-port Ethernet expansion option (**EXP-2NIC- GIG**) - standard on the DAS3-GX. Using additional network connections, data can be isolated on separate networks with multiple access points across domains without modifying complex bridges or routing tables.

## Feature-packed for the future

The DASDEC-III is backward compatible with all older DASDEC and One-Net™ units. Functionally, the device easily replaces any existing EAS/CAP installation and does it better.

Setups and backups couldn't be easier with file-based configuration storage and management and compatibility with HALO™, the patent-pending solution for managing multiple devices, ultimately saving hours of work in restoring or setting up machines and storing any number of complex configuration settings. Visit [www.digitalalertsystems.com/halo](http://www.digitalalertsystems.com/halo) for more information on HALO — the exciting solution for EAS device management.

## Ready for NextGen TV

The next wave of broadcast television is driven by ATSC 3.0 (NextGen TV), a new standard incorporating many features. One of the most exciting is the Advance Emergency Information (AEI) capability, a unique way for TV broadcasters to present information to viewers without program disruption. AEI doesn't replace EAS but rather augments the delivery of essential updates directly to a NextGen TV receiving device. Digital Alert Systems was instrumental in developing this promising new messaging format and continues to lead the way in AEI message integration within this emerging rollout. No other company or product can provide the same integration and deployment support level. Thinking NextGen? Think DASDEC.

## More stations — More streams

Digital Alert Systems pioneered the concept of providing EAS over multiple stations from one device. The optional MultiStation™ software handles full EAS/CAP compliance for up to five individual stations or streams: all managed through a single DASDEC. With MultiStation, EAS alerts are processed and forwarded simultaneously to all channels or sequentially to suit the user. Having control at this level avoids costly or embarrassing program interruptions. In addition, DASDEC's powerful multi-alert processing handles ALL incoming events, never dropping a message because one's already in the queue.

Coupling a DASDEC and the MultiStation option with the award-winning MultiPlayer™ creates a combination that completely replaces five separate encoder/decoders! Think of the cost savings. Think of the wiring, rack space, and power savings. Think about the ease in setup, operation, and maintenance. It's clear that DASDEC is the standard for multicasting operations.

## Confidence in compliance

Each EAS alert received and processed by the DASDEC is stored in non-volatile memory — not just the text but the complete message, including the original audio. By retaining full message details, you have comprehensive verification, including the ability to listen to and analyze alert message audio for precise and complete post-alert evaluation, troubleshooting, and verification.

DASDEC also features comprehensive email tools to keep everyone up-to-date and aware. The system can email alerts for each message. Additionally, summary reports can be sent weekly or monthly. Selective message extraction lets you print, display, and listen to single or multiple message-based date ranges for compliance reporting. Store and sort the files, then print only when necessary. As a result, compliance is complete without trying to manage paper trails.

# Take a look and you'll like what you see.

DASDEC-III, the third generation of emergency messaging platforms from Digital Alert Systems — the most complete emergency messaging system available. No other company leads the way with more innovative products and ideas than Digital Alert Systems. Backed by a team of top developers, engineers, and support professionals, the DASDEC is the solution to your EAS/CAP requirements now and in the future.

Find out why thousands of broadcast and cable companies rely on DASDEC. Contact your Digital Alert Systems representative today for a FREE online demonstration and to learn how you can streamline and improve your EAS requirements. Don't wait. Call 585-765-1155 or visit [www.digitalalertsystems.com](http://www.digitalalertsystems.com) today.

The DASDEC-III from Digital Alert Systems — your trusted leader and solutions partner for emergency messaging.

| DASDEC-III Specifications   | DAS3-EL                 | DAS3-EX                       | DAS3-GX   |
|---|-------------------------|-------------------------------|---|
| Monitoring Audio Inputs: monaural EAS monitoring inputs   | Two (2)                 | Four (4)                      | Four (4)  |
| Internal Monitoring Receivers – Integrated Dual Tri-Band receivers (AM/FM/WX)<br>Tunable frequencies: AM 520 to 1720 kHz   FM 76 to 108 MHz   WX 162.4 to 162.55 MHz<br>Connector: "F" type - 50Ω   | DAS3-2RADIO<br>Optional | DAS3-3RADIO<br>Optional       | DAS3-3RADIO<br>Standard                                     |
| Monitoring Audio Expansion<br><b>EXP-EAS-E</b> adds two (2) additional monaural inputs (6 total)  | N/A                     | Optional                      | Optional  |
| <b>Program Audio</b>  |                         |                               |   |
| Analog Input / Output – Balanced 600Ω stereo audio input - fail-safe bypass relay.<br>Connector: RJ-45 in/out using StudioHub™ wiring standard   MAY REQUIRE ADAPTORS - SOLD SEPARATELY <sup>1</sup>  |                         |                               |   |
| Digital Input– DAS3-AES<br>Balanced 110Ω AES/EBU digital audio input<br>Connector: RJ-45 in/out using StudioHub wiring standard<br>MAY REQUIRE ADAPTORS - SOLD SEPARATELY <sup>1</sup>  | Optional                | Optional                      | Standard  |
| Digital Output – DAS3-AES<br>Balanced 110Ω AES/EBU digital audio synced to incoming rate, or 48 kHz without reference<br>Connector: RJ-45 in/out using StudioHub wiring standard<br>MAY REQUIRE ADAPTORS - SOLD SEPARATELY <sup>1</sup>   | Optional                | Optional                      | Standard  |
| Auxiliary Audio Output – Un-balanced lo-Z audio   Connector: 1/8" mini-plug   | N/A                     | Standard                      | Standard  |
| LAN Interface – TCP/IP Ethernet:<br>One (1) 10/100/1G BASE-T   Default Address: 192.168.0.200   Connector: RJ45   Green link & amber data indicators  |                         |                               |   |
| <b>Network Expansion</b>  |                         |                               |   |
| <b>USB-1NICGIG</b> External single port adaptor USB-RJ45<br>Connector: USB-RJ45   | Optional                | Optional                      | Optional  |
| <b>EXP-2NICGIG</b> Internal dual 10/100/1000 BASE-T<br>IP addressing static (ports 1-4) or DHCP (ports 1 & 2)<br>Connector: RJ45  | N/A                     | Optional                      | Standard  |
| Video Output - Full-screen Slate Video Output License<br>VGA: Maximum resolution: 1920 x 1200 @60Hz   Connector: DB-15<br>HDMI 1.4: Max. resolution: 4096x 2160 @30Hz   Connector: Type A<br>HDMI output includes embedded alert audio  | Optional                | Optional                      | Standard  |
| General Purpose Inputs/Outputs (GPIOs)<br>Two (2) software-defined inputs<br>Two (2) software-defined outputs rated 2A @30VDC<br>Connector: 7-pin detachable terminal strip   |                         |                               |   |
| Serial Port – One (1) RS232 data 9 pin "D" connector   Optional <b>USB/4RS232</b> adds four additional RS-232 ports (5 max.)  |                         |                               |   |
| USB ports:<br>Two (2) USB V2.0/1.1   Connector: type A sockets<br>Two (2) USB V3.1   Connector: type A sockets  |                         |                               |   |
| Local Control Ports – Keyboard/Mouse   Connector: PS-2 type socket  |                         |                               |   |
| Front Panel Display – LCD matrix display: Four rows of 20 characters<br>Status lamps – Green, Yellow, Red   | N/A                     | Color backlit                 |   |
| Expansion Port – Triple EXpansion slots for the following options:<br><b>EXP-EAS-E</b> – Two (2) monitoring audio inputs (6 total)<br><b>EXP-GPIO-E</b> – Eight (8) additional GPIOs and GPOs (10 total) using external breakout box<br><b>EXP-2NICGIG</b> – Dual gigabit network expansion (3 total) | N/A                     | Two expansion ports available | <b>EXP-2NICGIG</b> Included<br>One expansion port available |
| Dimensions / Weight – 19" W x 12" D x 3.5" H (48.2 cm W x 30.4 cm D x 8.9 cm H) 2RU EIA rackmount / 15 lbs. (6.8 Kgs)   |                         |                               |   |

<sup>1</sup> More information regarding audio adapters is available at <https://studiohub.com/adapters/>





# Enterprise Level EAS Management



## EAS MANAGEMENT USED TO BE EASY

Fast forward, we're now 20 years into EAS and the landscape has changed considerably – and continues to evolve at an accelerating pace. Now EAS devices must handle far more inputs and outputs to a variety of equipment. What was once a simple task in setup and management has become a complex series of menus and configurations and in this interconnected world a single, misconfigured device could impact thousands if not millions of customers not just locally, but hundreds or even thousands of miles away! Not so easy any more.

## COMPLIANCE IS COSTLY – HOW TO REDUCE THOSE COSTS

EAS regulations and content distribution technologies continue to evolve – exposing an environment where upgrades and configuration management require near continuous attention. Add FCC requirements continually being updated making compliance progressively more complex and, most importantly, organizations who fail or are unable to keep up face increasingly significant fines. Maintenance and compliance costs are non-trivial as any updates to an EAS device requires a minimum, a virtual “visit” to each and every device, multiply this by the number of devices and even a simple change quickly becomes a large labor cost. Also, every access increases the opportunity for configuration errors further increasing costs and possible customer or regulator dissatisfaction. This level of attention takes specialized expertise requiring a much higher level of understanding across a number of departments; Engineering, Operations, IT Security, Compliance, and Legal, sometimes with multiple members of each department being held responsible for managing different aspects of EAS management and compliance. Allowing each group open access is a recipe for disaster.

To reduce EAS costs and complexities requires managing these devices in a central fashion, with the minimal amount of proper staffing to perform all necessary functions.

**HALO offers truly comprehensive enterprise-wide EAS/CAP device management**

## INTRODUCING HALO - THE HOMOGENOUS ALERT OVERSEER

Digital Alert Systems has created HALO to answer the need for a highly-specialized management system capable of overseeing all EAS encoder/decoders, providing an enterprise-wide command of all the EAS devices in connected organization – the most effective way to combine operational and compliance focus under a unified configuration control, EAS log reporting and error/alarm monitoring program.

Companies need no longer rely on a loose-fitting method to manage the hundreds of critical EAS devices as HALO provides a collective point where multiple users can monitor the overall EAS equipment “health”, manage and compare configuration settings, manage software updates, receive timely notifications regarding equipment status changes, configuration changes, and alerts, then generate accurate FCC compliance and inventory reports – all elements which streamline the complex processes performed throughout the organization and, more than anything, decreases the time spent on EAS related matters while simultaneously reducing errors, increasing efficiencies and proactively addressing any potential compliance or subscriber issues.

Think of HALO as the guardian of the EAS infrastructure – overseeing the health and status of each EAS device, alerting key personnel of critical changes, centralizing the management of configuration settings, managing software updates, and consolidating FCC mandated EAS test results.

By gathering and presenting users with a completely new level of comprehensive information HALO provides a far more complete picture of the EAS landscape offering situational awareness over all devices as never before. HALO is intelligent software supervising any number of distributed EAS devices. Now those with proper rights have access to a wealth of information within seconds, that otherwise could take days to assemble by any other means. For example, under the FCC's Sixth Report and Order<sup>1</sup> national EAS tests must be reported through the online EAS Test Reporting System (ETRS) meaning each national test requires participants to report at least 81 individual data fields for each EAS device! Consolidating this information is a major time consuming and time critical task. HALO provides all the information within minutes of test ending – something just not possible without HALO.

And HALO goes beyond simple EAS log gathering to provide a far more comprehensive enterprise-wide management system by gathering a wide range of data from each device including; received, decoded, and forwarded alerts, configuration changes, operational status, current software/hardware versions, monitoring sources both analog and digital – things like radio frequency, signal strength, CAP inputs, a vast amount of summary details for each and every device under HALO's umbrella.



## HALO MODULES - SIZED TO FIT ANY SIZE.

HALO is designed in a modular fashion so users can scale the perfect solution to fit their specific environment or needs and can be installed on stand-alone hardware or integrated into a large data center in virtual machine environments. Besides scalability, HALO supports redundancy with automatic failover, so have a dozen units to manage? Easy. Have hundreds? No problem.

Each of the optional HALO modules provides a different view or level of interactivity to meet specific user's requirements. Everything works via a secure IP connection between EAS devices and the HALO Core Module (HALO-CM), sending information when requested, or when necessary all through a comprehensive database. From this information HALO Core allows other HALO modules to "act" on the data for sophisticated queries, searches, visual representations, geographic-based displays, and a host of other applications including those timely and critical FCC reports.



### Core Module [HALO-CM]

The Core Module is the central point for EAS device communications, data storage, and connections to other HALO modules. All data is stored in a highly-reliable SQL database where users, permissions, and groups administration is performed through the simple user interface. The Core Module also serves as the secure communications connection point for the data exchanged between EAS devices. Verbose logging and a unique ability to add a note to any event speeds troubleshooting tasks.



### Basic Configuration Module [HALO-BCM]

The HALO Basic Configuration Module provides critical support for EAS operations by assuring the latest configuration settings are stored and readily retrievable streamlining initial setup or replacements and any configuration changes on an EAS device are automatically stored in HALO as a chronological list of configuration files. In combination with automated backups, HALO users are assured the most current configurations for every EAS devices are saved and accessible.

**No matter how large or how small, HALO helps manage them all**

Standard asset management systems or spreadsheets are woefully inadequate for managing active EAS devices since these methods are static and 'disconnected', unable to provide timely or mission critical information.

HALO consistently monitors key elements from every site to assure there's no operational compliance issue or potential loss of service by introducing a more comprehensive idea – the HealthBeat™. A HealthBeat provides greater detailed information of an individual unit which HALO consolidates as a singular overall health of the EAS environment assuring users' greater confidence everything is functioning properly, while simultaneously notifying key personnel or triggering alarms to invoke preventative actions to fix an issue BEFORE it becomes a compliance problem.

The HALO device management increases security in the form of a "trust circle" accepting information only from those devices which meet specific criteria, thereby preventing alerts propagating without being properly vetted. Only those devices whose configurations and other settings deemed acceptable are able to submit alert information to the rest of the system and only those devices with proper license can communicate with HALO. Moreover, using HALO, an operator can "push" updates such as software, device license keys, new or modified configurations, to units in the field, critical for quickly and efficiently replacing or restoring service without requiring a high level of knowledge at the local site – on-site personnel need merely connect and turn on the device – configuration is managed through the HALO operator's expertise.

[1] FCC Document FCC-15-60A1.pdf released June 3, 2015



### Advanced Configuration Module [HALO-ACM]

Adding the Advanced Configuration Module (ACM) significantly enhances device management enabling users to review, compare and edit configuration settings directly within the HALO user interface, allowing complex configuration comparisons and modifications far easier than ever before. Using the ACM configuration files, software updates, or rollbacks on a single or multiple EAS devices can be performed remotely saving a substantial amount of time. Now test releases or mass updates can be done quickly without having to individually deal with each device greatly reducing manpower requirements and increasing reliability.



### EAS Logging Module [HALO-ELM]

This module provides simple filtering and sorting features of basic EAS alert data; alerts decoded, forwarded, and originated, event codes, FIPS codes, Originators, EAS Station IDs, and Date/Time) for the simplest types of overall report generation. The EAS Logging Module is the basis for the expanded features available in the Advanced Reporting Module [HALO-ARM].



### Advanced Reporting Module [HALO-ARM]

As its name implies, the Advanced Reporting Module expands the level and detail of reporting beyond the basic reports of the EAS Logging Module. Additional reporting features include; date ranges, filtering, sorting, histograms, charts and calendars. Customizable report templates may be saved for easy recall and generation of new reports following a user-defined set of criteria, say weekly, or monthly reports by region or group, or combine information to assemble an EAS Test Reporting System (ETRS) spreadsheet – greatly streamlining this labor-intensive process. The EAS Logging Module [HALO-ELM] is required.



### License Key Module [HALO-LKM]

Many features are enabled through license keys and managing these on each device can be very time-consuming. The HALO License Key Module manages and automates this process providing a unique global view of license keys, even enabling users to remotely enable/disable licensed features and manage license keys across the entire HALO environment.



### Alarm Notification Module [HALO-ANM]

Monitoring HALO Core Module data for potential problems with EAS devices is the purvey of the Alarm Notification Module. Setting customizable notifications regarding any number of parameters, fault conditions, changes in HealthBeats, access, configuration changes, a nearly unlimited number of parameters of alarms can be assigned. Each notification may be sent in a variety of manners; via e-mails, SMS messages, and/or on-screen displays, and a consolidated SNMP MIB from a single source rather than from hundreds of individual devices streamlines interfacing with other alarm notification tools. The HALO EAS Logging Module [HALO-ELM] is required.



### Advanced Authentication Module [HALO-AAM]

The Advanced Authentication Module enables HALO to support LDAP or RADIUS authentication for centralized username and password management while certain permissions are maintained within HALO



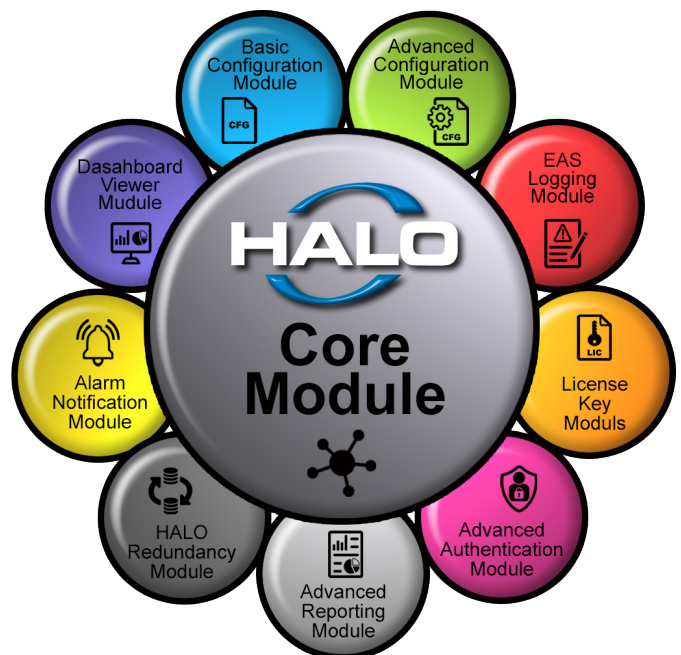
### Redundancy Module [HALO-HRM]

The vast quantity and criticality of gathered data is essential so, the HALO Redundancy Module provides a secondary instance of the database to prevent a single point of failure. All data is mirrored on the second system and automated failover is performed using a separate 'watchdog' application to monitor and determine a need to switch operations between databases. Also, an administrator can force a manual changeover of the active server for maintenance or testing purposes. When the active server is changed, clients are automatically connected to the active server with no interaction necessary and minimal disruption to system control.  
Redundancy Module [HALO-HRM]



### Dashboard Viewer Module [HALO-DVM]

Powerful visualization tools provide customizable information displays - dashboard views -for each HALO user or group. Dashboards include items like lists/tabular data, maps with data pins or shaded/affected areas. Rollover/mouse-over information provides device name, monitoring source status and last EAS alert information and with the unique browser integration users can directly access the EAS device within the same screen. Very useful when checking real-time information or making changes directly on a device. Using the Dashboard Viewer Module each user can see what's most important to them. The EAS Logging Module [HALO-ELM] is required.



## HALO – KEY POINTS

| FEATURE   | BENEFIT  |
|---|--|
| Centralize EAS management   | Single aggregation of all EAS devices provides information and control to all users throughout an enterprise with one secure login   |
| Customized User Interfaces  | Customized dashboards, tables and screen layouts to display the information specific to individual job responsibilities (engineering, legal, compliance, etc.)                   |
| Highly Configurable User And Permissions Settings                     | Provide full functionality and access to specific individuals or groups, while limiting access/control to others   |
| View And Interact With All Eas Devices Within A Single User Interface | Seeing entire network assures all sites are operating properly or quickly spot issues, while providing SME's fast access to make any necessary corrections                       |
| Master Configuration Management                                       | Reduce manpower and errors by storing/retrieving all configuration files allowing only approved configuration settings to be pushed to single or groups of EAS devices           |
| Alert Message Logging/Reporting                                       | Track EAS-related information from a single user interface to create customized reports for compliance / inventory management  |
| Automatic & Manual One-Net / DASDEC Registration                      | Quickly build connections and data exchanges with "Trust Circle" approvals ensuring only those devices are included  |
| Software Update Management  | Reduce manpower requirements by managing software updates directly from the HALO interface eliminating even "virtual visits" to each device                                      |
| Master License Key Management   | Enable/disable specific features selectively or universally to control functions of a single or groups of devices  |
| HealthBeat™ Monitoring  | Unique message exchange assures devices are operating at peak performance identifying potential issues early   |
| Alarm Notifications   | Create conditional alarms with message notifications and access to external monitoring systems from a single point rather than hundreds of separate sites                        |
| Highly Scalable   | Manage from 1 to 1000's of devices and install specific HALO Modules befitting the requirements  |
| High-performance SQL Database With Optional Hot-swap Redundancy       | Store, view and archive data in a secure, reliable, and industry standard database with options to mirror data and monitor up-time performance and support 3rd party data access |

## HALO – THE CLEAR SOLUTION

Any operation managing or maintaining multiple EAS devices will benefit from HALO. The savings in labor costs alone are easily justified and preventing even a single mass customer outage is further value. Like all Digital Alert Systems products, HALO is based on decades of expertise, enhanced by critical customer input. So, along with being packed with useful features and extensive functionality, HALO is also customizable and intuitive to operate. It's also highly flexible to adapt to specific requirements and scale as customer's needs change and best of all it comes with Digital Alert Systems long history of industry leading EAS/CAP hardware and software, deep understanding of EAS rules, and strong customer support, make HALO the right choice for enterprise scale EAS device management.

Call or contact Digital Alert Systems at +1 **585-765-2254** or email [support@digitalalertsystems.com](mailto:support@digitalalertsystems.com) to learn more about HALO and set up demonstration.



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