

AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, June 17, 2021  
7:00 PM



THE OPEN MEETINGS ACT IS POSTED ON  
THE EAST WALL OF THE COUNCIL  
CHAMBERS

1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Pledge of Allegiance
3. Roll Call
4. Minutes of June 3, 2021 Meeting
5. Cash Balances for May, 2021
6. Departmental Reports for May 2021
7. Claims of Elected Officials
  - 7.1. Claim of Jeff Pieper for Pieper's, Inc. in the amount of \$338.54
  - 7.2. Claim of Tony North for North Printing & Office Supply in the amount of \$2,092.08
8. Claims for the period June 4, 2021 through June 17, 2021
9. City Administrator Report
10. Approve Resignation of Councilmember
11. Invitation by Library Director to her next community event
12. Approve Special Designated License application filed by the Knights of Columbus to sell beer, wine and distilled spirits in an outdoor beer garden on the York County Fairgrounds on August 7, 2021 for a band and beer garden
13. Approve Special Designated License application filed by the Knights of Columbus to sell beer, wine and distilled spirits in an outdoor beer garden at the York County Fairgrounds on August 6, 2021 for a concert and beer garden

14. York Municipal Airport's AIP-015-SRE Project - Snow Removal Equipment
  - 14.1. Approve Buy American Waiver - this has been approved by FAA
  - 14.2. Approve Cost of Equipment
  - 14.3. Approve Letter of Recommendation for Award of Contract and Award Contract to York Equipment Co., contingent upon FAA concurrence and award of an FAA Grant
15. Consider approval of a Blue Star Generator in the amount of \$124,363.74 for the wastewater treatment plant
16. Consider approval of Transfer of License of an Existing Mobile Home Park to Cottonwood Meadows - G York Mobile Plaza - Jeff Bennett applicant
17. Consider approval of an agreement with the Nebraska Department of Transportation for the installation of a traffic control device at the intersection of US-81 and David Drive - City to pay 50% of the preliminary engineering, construction and construction engineering in an estimated amount of \$128,694. ----- Resolution No. 2021-16
18. Motorola Radio Equipment for Police Department
  - 18.1. Consider approval of State of Nebraska Contract Award to Motorola Solutions
  - 18.2. Consider approval of Device management Services - Essential with Motorola Solutions
  - 18.3. Consider approval of contract with Motorola Solutions for radio equipment for the York Police Department in the amount of \$120,875.64 payable in four installments of \$33,270.62
19. Appointment of three members to the Administrative Committee (per the Interlocal Agreement between the City and School District regarding LB 357 funds) - Matt Wagner, Christi Lones and Tony North
20. Ordinance No. 2286 - Create Museum Committee
  - 20.1. Consider suspending the rules on Ordinance 2286
  - 20.2. Passage of Ordinance 2286
21. Consider Change Order for the Community Center in an amount not to exceed \$575,000.00

## 22. Adjournment

**REGULAR MEETING  
CITY COUNCIL, YORK, NEBRASKA  
JUNE 3, 2021  
7:00 o'clock P.M.**

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 7:00 o'clock p.m. at the Council Chambers

The Mayor announced that the Open Meetings Act is posted on the east wall of the Council Chambers and the City Clerk has a copy at this meeting.

**ROLL CALL**

Present were: Mayor Redfern. Councilmembers: Wagner, North Wilkinson, Hubbard, Pieper, VanEsch and Hoffman. Absent: Lones.

Notice of this meeting was given in advance thereof by publication in the York News Times on May 29, 2021, the City's designated method for giving notice, a copy of the proof of publication being attached to these Minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these Minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

**MINUTES**

Councilmember Hubbard moved and Councilmember Wilkinson seconded that the Minutes of the May 20, 2021 meeting be approved.

Roll Call Vote: Ayes: Wagner, North, Wilkinson, Hubbard, Pieper, VanEsch and Hoffman. Nays: None. Absent & Not Voting: Lones. Motion Carried.

**CLAIMS OF ELECTED OFFICIAL**

Councilmember VanEsch moved and Councilmember Wilkinson seconded that the claim of Tony North for North Printing and Office Supply Co. in the amount of \$1,250.43 be approved and paid.

Roll Call Vote: Ayes: Wagner, Wilkinson, Hubbard, Pieper, VanEsch and Hoffman. Nays: None. Absent & Not Voting: Lones. Councilmember North declared a conflict of interest inasmuch as he is the owner of North Printing and Office Supply and abstained from voting. Motion Carried.

**CLAIMS**

Councilmember VanEsch moved and Councilmember North seconded that the claims for the period April 16, 2021 through May 6, 2021 be approved and paid.

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard and Pieper. Nays; None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Motion Carried.

**CITY ADMINISTRATOR REPORT**

The City Administrator discussed a possible planning grant to plan for an educational trunk program for York Public Schools for the 21-22 school year – the planning grant recipient will be expected to apply for the Trunk Program Grant in October of 2021 – the proposal calls for the development of a proposal for identifying educational programming that uses the Anna Palmer artifact in a manner that fits with York Public School education curriculum needs and that can fit with the Kilgore Library programming and should outline the community conversations that will be held and the research that will be done to develop an effective trunk program for the 2021-2022 school year. The City Administrator also stated that she is waiting for a change order for structural issues at the Community Center. She also stated that she and the Mayor will be meeting with Department Heads this week and the next budget workshop will be held June 17 at 5:30 o'clock p.m.

## APPOINTMENT OF HUMAN RELATIONS DIRECTOR

The Mayor announced his appointment of Denise Pfeifer as Humans Relations Director and City Administrator introduced Mrs. Pfeifer and stated that Mrs. Pfeifer has 20 years of experience as a HR person in the private sector. Denise addressed the Council stating that she is looking forward to working for the City

Councilmember North moved and Councilmember Hubbard seconded to approve said appointment.

Roll Call Vote: Ayes: Wagner, North, Wilkinson, Hubbard, Pieper, VanEsch and Hoffman. Nays: None. Absent & Not Voting: Lones. Motion Carried.

## REPORTS FROM YORK COUNTY DEVELOPMENT CORPORATION AND GREATER YORK AREA CHAMBER OF COMMERCE

Lisa Hurley, YCDC Director, addressed the Council. She advised that the last time the Council increased their investment was in 2006. She is asking that the City partner in increasing the amount in this coming year and to develop a plan that would consistently increases its contributions. She noted that YCDC is at the end of the \$25,000 NIFA grant and advised that York County's contribution has increased from \$50,000 (2013) to \$82,000 (2021). She outlined a new Strategic Plan for 2021-2026 and the goals therefor. She outlined the benefits for the City of York including housing, business development, talent etc.

Madonna Mogul, Executive Director of the Greater York Area Chamber of Commerce addressed the Council stating that the Chamber is dedicated to building a strong vibrant business community in the York area. She states the funding from the City has not increased since 2009 and is asking for an increase from \$20,000 to \$30,000 annual support. She outlined the various program of the Chamber.

## PASSAGE OF RESOLUTION REGARDING ANNA BEMIS PALMER MUSEM

The Mayor announced that at this time the community center is closed due to the \$1.6 million dollar remodeling project and there are serious roof problems at the center. The propose resolution would appoint a group to study a suitable site for the museum. Councilmember Hubbard stated that she had asked David Crawford to look at the sites with her. She stated that the auditorium is not a good fit and the community center is not ready and advised that the fire escapes come right into the museum area. Stephen Postier advised that he likes the idea of a Board to study the issue and develop a plan so that the museum can grow. Nancy Beach addressed the Council stating that there has been no money in the budget for the past three years and she likes the idea of the museum having a budget – that she used her own funds for paper etc. She spoke on her ideas for the museum – stating that there needs to be policies and procedures in place. She is asking that the museum remain in the Community Center and give here three years to increase usage at the community center site. Boyd Tietmeyer spoke in support of keeping the museum at the community center – stating that his father helped solicit funds for the community center with the museum being located therein. Mark Miller advised that Nancy Beach needs to serve on the committee and spoke on his desires to see a great museum. Ann Kirkpatrick spoke in support of retaining the museum in the center and the museum needs to honor the pioneers who settled this area. Roger Wolfe addressed the Council stating that this area was settled by Civil War Veterans of both the Union and Confederacy working together and the museum needs to remain housed in the center. Vicki Northrop advised the Council that Wessels Living History Farm had never agreed to have the museum at that site – that the only suggestion for that was made by former Mayor Orval Stahr - that the City would have to purchase ground from Wessels and construct a building and staff the building. She also advised that her father had helped solicit funds.

The Mayor closed comments from the public and asked the Council for comments. The Mayor advised that the museum was placed in the center over 50 years and things change. The Mayor advised that action needs to be taken at this time due to the urgency of the construction at the community center. Councilmembers Wagner and Wilkinson expressed their desire to change the language of the proposed resolution in order to keep the museum in the Community Center. No discussion ensued.

Following discussion by the Council, Councilmember North moved and Councilmember Pieper seconded that the following Resolution be adopted:

## RESOLUTION 2021 - 15

WHEREAS, the Anna Palmer Museum has provided access to the historic collections of Anna Palmer that she granted to the city to improve access to historical and citizenship education,

particularly for children; and

WHEREAS, the museum has been sustained for years due to the dedicated work of Ken Bedient and the extensive volunteer hours and contributions of Nancy Beach without substantial city or private funding support; and

WHEREAS, Anna Palmer's vision for the collection was to share history and citizenship lessons with future generations;

THEREFORE, the City of York gratefully acknowledges the work of the volunteers who have maintained Anna Palmer's artifacts and her legacy and seeks to engage an advisory board that will identify a sustainable strategy for the artifacts to continue to enhance the education of York children and visitors to the city.

NOW

THEREFORE, the governing body of the City of York, Nebraska, does herewith adopt the Anna Palmer Collection Advisory Committee to develop a plan for the future of the Anna Palmer collection that will be more sustainable and more integrated into educational experiences for children than the current funding and staffing structure and the previous Community Center location. Said committee will also advise the city on the appropriate management of the other artifacts currently in the Anna Palmer museum collection.

Roll Call Vote: Ayes: North, Hubbard, Pieper VanEsch and Hoffman. Nays: Wagner and Wilkinson. Absent & Not Voting: Lones. Motion Carried.

#### PURCHASE AND SALE OF PART OF LOTS 5 AND 6, BLOCK 2 EAST LAWN PLAZA ADDITION

The Mayor announced that the seller and purchaser have asked to have this item removed from the agenda inasmuch as they will not be using the SENDD buy/rehab/resell program.

#### APPROVE CONTRACT WITH WYAD ENTERPRISES

The City Administrator advised that the City had a prior verbal hourly rate agreement with Wyad for the demolition of the old wastewater treatment plant. She is recommending approval of a work agreement for the demolition area of east of brick buildings – (break and pull 4 tank floors, fill in holes behind office with rubble, grade and slope area from the north fence towards the creek) and brick building southeast of office (demo building and surrounding attached tank, demo and break floor) in the amount of \$47,500 in demolition occurs by August 1, 2021 plus \$5,000 if the city is unable to haul rubble. Any work not completed by August 1 will require a new price agreement.

Councilmember VanEsch moved and Councilmember Pieper seconded to approve said contract.

Roll Call Vote: Ayes: North, Hubbard, Pieper VanEsch and Hoffman. Nays: Wagner and Wilkinson. Absent & Not Voting: Lones. Motion Carried.

#### APPROVE MAYOR'S APPOINTMENTS

The Mayor announced his appointments to the Personnel Board as follows:

1. Paulette (Pete) Cordes for a four year term terminating June 1, 2025

Councilmember VanEsch moved and Councilmember North seconded to approve said appointment

Roll Call Vote: Ayes: North, Hubbard, Pieper VanEsch and Hoffman. Nays: Wagner and Wilkinson. Absent & Not Voting: Lones. Motion Carried.

2. Mark Way for a three year term terminating June 1, 2024

Councilmember North moved and Councilmember Pieper seconded to approve said appointment.

Roll Call Vote: Ayes: North, Hubbard, Pieper VanEsch and Hoffman. Nays: Wagner and Wilkinson. Absent & Not Voting: Lones. Motion Carried.

3. Marilyn Jackman for a two year term terminating June 1, 2023.

Councilmember Wilkinson moved and Councilmember Hubbard seconded that the appointment be approved.

Roll Call Vote: Ayes: North, Hubbard, Pieper VanEsch and Hoffman. Nays: Wagner and Wilkinson. Absent & Not Voting: Lones. Motion Carried.

4. Bre Ronne for a one year term terminating June 1, 2022.

Councilmember Wilkinson moved and Councilmember Hubbard seconded that the appointment be approved.

Roll Call Vote: Ayes: North, Hubbard, Pieper VanEsch and Hoffman. Nays: Wagner and Wilkinson. Absent & Not Voting: Lones. Motion Carried.

#### ADJOURNMENT

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 8:30 o'clock p.m.

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C. Jean Thiele, City Clerk

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Barry Redfern, Mayor

**CITY OF YORK  
CASH BALANCES  
for the Month of May 2021**

Fund #	Fund	10/1/2020 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$3,115,749.28	\$1,162,017.58	\$5,318,723.74	\$669,624.94	\$4,913,827.80	\$3,520,645.22
10-102	Auditorium	\$0.00	\$10,492.83	\$84,110.55	\$14,156.76	\$77,837.79	\$6,272.76
10-103	Park	\$0.00	\$31,330.50	\$371,080.63	\$2,177.39	\$262,134.43	\$108,946.20
10-104	Police	\$0.00	\$184,461.41	\$1,477,446.98	\$111,996.09	\$1,203,147.34	\$274,299.64
10-105	Community Center	\$0.00	\$36,652.00	\$287,936.08	\$42,458.29	\$242,264.51	\$45,671.57
10-106	Aquatic Center	\$0.00	\$20,823.83	\$145,748.88	\$19,784.33	\$85,003.34	\$60,745.54
10-110	Senior Center	\$0.00	\$1,392.75	\$11,142.00	\$1,106.27	\$9,274.76	\$1,867.24
10-201	Convention Center	\$0.00	\$36,503.04	\$274,565.72	\$28,095.11	\$271,328.20	\$3,237.52
10-111	Ball Field	\$0.00	\$51,606.32	\$242,791.27	\$44,577.54	\$191,992.87	\$50,798.40
13	User Fees	\$13,000.00	\$990.00	\$990.00	\$0.00	\$0.00	\$13,990.00
22	Ambulance	\$0.00	\$167,128.70	\$1,123,085.10	\$105,778.15	\$969,161.01	\$153,924.09
22	Fire	\$0.00	\$32,915.08	\$300,362.62	\$23,031.14	\$300,499.30	(\$136.68)
24	Library	\$0.00	\$34,690.36	\$293,845.38	\$28,972.77	\$259,621.88	\$34,223.50
14-144	General Capital-Auditorium	(\$522,690.00)	\$55,000.00	\$3,399,250.00	\$1,565.00	\$2,877,173.87	(\$613.87)
14-145	General Capital-Comm Ctr	(\$7,147.54)	\$445,000.00	\$700,750.00	\$167,000.00	\$656,376.89	\$37,225.57
	<b>General Balances (unallocated and available)</b>	<b>\$2,598,911.74</b>	<b>\$2,271,004.40</b>	<b>\$14,031,828.95</b>	<b>\$1,260,323.78</b>	<b>\$12,319,643.99</b>	<b>\$4,311,096.70</b>
11	Keno	\$44,147.54	\$492.50	\$3,736.85	\$0.00	\$634.28	\$47,250.11
20	Aviation	\$607,252.10	\$31,923.68	\$158,734.96	\$17,849.48	\$220,959.22	\$545,027.84
20	Aviation - Federal Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	Fire Pension	\$326,983.87	\$15.72	\$945.45	\$12,023.30	\$103,746.87	\$224,182.45
30	Police Pension	\$223,492.71	\$12.65	\$689.00	\$4,701.59	\$41,237.71	\$182,944.00
32	911 Surcharge	\$52,726.27	\$4.04	\$6,499.86	\$0.00	\$0.00	\$59,226.13
33	Health Insurance	\$1,266,042.99	\$99,394.83	\$801,859.36	\$106,711.00	\$635,270.84	\$1,432,631.51
	<b>Total Tax Funds</b>	<b>\$5,119,557.22</b>	<b>\$2,402,847.82</b>	<b>\$15,004,294.43</b>	<b>\$1,401,609.15</b>	<b>\$13,321,492.91</b>	<b>\$6,802,358.74</b>
50	Street	\$893,206.19	\$255,592.45	\$2,055,938.88	\$134,001.62	\$1,012,596.07	\$1,936,549.00
70	Landfill-Cash & Invest	\$1,651,058.06	\$148,957.00	\$965,004.86	\$52,849.03	\$760,704.58	\$1,855,358.34
	Landfill-Operations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Landfill-Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
78	Old Landfill Closure	\$11,767.65	\$0.00	\$59.47	\$0.00	\$0.00	\$11,827.12
79	Landfill Post Closure	\$2,363,417.14	\$0.00	\$89,266.02	\$0.00	\$0.00	\$2,452,683.16
	C&D Site Closure/Post Clo	\$163,608.54	\$0.00	\$17,459.83	\$0.00	\$0.00	\$181,068.37
75	Landfill Construction	(\$55,779.17)	\$0.00	\$0.00	\$0.00	\$9,766.95	(\$65,546.12)
	<b>Total Non-Tax Funds</b>	<b>\$ 5,027,278.41</b>	<b>\$ 404,549.45</b>	<b>\$ 3,127,729.06</b>	<b>\$ 186,850.65</b>	<b>\$ 1,783,067.60</b>	<b>\$ 6,371,939.87</b>
12	CDBG Revolving Loan	\$28,487.87	\$4,181.28	\$33,447.37	\$0.00	\$0.00	\$61,935.24
12	Housing Grant - Federal Func	\$58,208.82	\$0.00	\$248,645.33	\$0.00	\$201,457.49	\$105,396.66
12	Buy Rehab Sell	\$82,017.24	\$0.00	\$93,231.67	\$0.00	\$177.56	\$175,071.35
60	Federal Street Projects	\$771,633.08	\$63.45	\$170,070.08	\$0.00	\$0.00	\$941,703.16
60	Shadow Brook Project	(\$11,894.68)	\$0.00	\$0.00	\$0.00	\$0.00	(\$11,894.68)
19-192	Land Acq - Indust. Park	\$1,028,333.02	\$86.11	\$100,876.78	\$0.00	\$4,883.56	\$1,124,326.24
19-193	Land Acq - Right-of-ways	\$21,140.13	\$0.00	\$0.00	\$0.00	\$0.00	\$21,140.13
19-194	Land Acq - Parks	\$66,046.21	\$0.00	\$0.00	\$0.00	\$0.00	\$66,046.21
19-194	Council of Gov'ts CD's	\$32,289.01	\$0.00	\$0.00	\$0.00	\$0.00	\$32,289.01
16	<b>Total Bond Funds</b>	<b>\$469,551.06</b>	<b>\$67,831.74</b>	<b>\$526,023.69</b>	<b>\$48,294.69</b>	<b>\$902,217.50</b>	<b>\$93,357.25</b>
40	<b>Total TIF Funds</b>	<b>\$565,487.41</b>	<b>\$52,600.49</b>	<b>\$94,190.13</b>	<b>\$24,125.61</b>	<b>\$120,722.77</b>	<b>\$538,954.77</b>
	<b>Total Misc. Funds</b>	<b>\$ 3,111,299.17</b>	<b>\$ 124,763.07</b>	<b>\$ 1,266,485.05</b>	<b>\$ 72,420.30</b>	<b>\$ 1,229,458.88</b>	<b>\$ 3,148,325.34</b>
	<b>Total All Funds</b>	<b>\$ 13,258,134.80</b>	<b>\$ 2,932,160.34</b>	<b>\$ 19,398,508.54</b>	<b>\$ 1,660,880.10</b>	<b>\$ 16,334,019.39</b>	<b>\$ 16,322,623.95</b>

LB 357 Cash Available (from Page 2)  
Wastewater Cash Available (from Page 3)  
Water Cash Available (from Page 3)

\$1,452,688.31  
\$2,283,541.40  
\$6,686,900.51  
\$ 26,745,754.17

**City of York**  
**LB 357 Funds Summary**

	30-Apr-21	31-May-21
<b>LB 357 Funds Allocation</b>		
Cash Balance	\$13,719,462.55	\$13,841,315.61
Less: Quiet Zone	(\$1,503,528.97)	(\$1,503,528.97)
School-Owned Properties	(\$673,520.34)	(\$673,520.34)
Ball Field	(\$9,479,276.31)	(\$9,479,276.31)
City-Owned Properties	(\$688,968.34)	(\$732,301.68)
 Total Cash Available	 \$1,374,168.59	 \$1,452,688.31
 Less Restricted Funds		
Debt Service	(\$42,795.42)	(\$85,590.84)
Debt Service Reserve	\$0.00	\$0.00
 Total Unallocated LB 357 Funds	 \$1,331,373.17	 \$1,367,097.47

**City of York  
Public Works Summary**

	<u>30-Apr-21</u>	<u>31-May-21</u>
<b>Wastewater</b>		
Cash Balance	\$6,546,069.65	\$5,843,091.64
Less: Construction Fund	( <u>\$3,559,550.24</u> )	( <u>\$3,559,550.24</u> )
 Total Cash Available	 \$2,986,519.41	 \$2,283,541.40
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	\$0.00	\$0.00
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	<u>\$0.00</u>	<u>\$0.00</u>
 Total Unrestricted Funds	 <u>\$2,986,519.41</u>	 <u>\$2,283,541.40</u>
 <b>Water</b>		
Cash Balance	\$6,938,241.82	\$6,493,119.54
Less: Construction Fund	( <u>\$497,894.02</u> )	( <u>\$497,894.02</u> )
Add: Farm Management Acct	<u>\$697,270.25</u>	<u>\$691,674.99</u>
 Total Cash Available	 \$7,137,618.05	 \$6,686,900.51
 Less Restricted Funds		
Operations	( <u>\$108,577.00</u> )	( <u>\$108,577.00</u> )
Debt Service	( <u>\$167,317.42</u> )	( <u>\$178.75</u> )
Debt Service Reserve	<u>(\$266,500.00)</u>	<u>(\$266,500.00)</u>
 Total Unrestricted Funds	 <u>\$6,595,223.63</u>	 <u>\$6,311,644.76</u>

**City of York**  
for the Month of May 2021

	<u>Total Amount</u>	<u>Restricted or Assigned</u>	<u>Unrestricted</u>	<u>Notes</u>
Auditors Grouping				
10 General:	<u>\$3,520,645.22</u>	<u>1,004.31</u>	<u>\$3,519,640.91</u>	Restricted amount is York Community Foundation
General	\$1,867.24		\$1,867.24	
Senior Center	\$274,299.64		\$274,299.64	
Police	\$45,671.57		\$45,671.57	
Community Center	\$108,946.20		\$108,946.20	
Park	\$6,272.76		\$6,272.76	
Auditorium	\$3,237.52		\$3,237.52	
Convention Center	\$60,745.54		\$60,745.54	
Aquatic Center	\$50,798.40		\$50,798.40	
Ball Park	<u>\$4,072,484.09</u>	<u>\$1,004.31</u>	<u>\$4,071,479.78</u>	
Total				
13 User Fees	\$13,990.00	\$13,990.00		Assigned
14 General Capital Projects	\$36,611.70		\$36,611.70	
22 Fire/EMS	\$153,787.41		\$153,787.41	
24 Library	\$34,223.50		\$34,223.50	
30 Police Pension	\$182,944.00		\$182,944.00	
31 Fire Pension	<u>\$224,182.45</u>		<u>\$224,182.45</u>	
Total General	\$4,718,223.15	\$14,994.31	\$4,703,228.84	
50 Street	\$1,936,549.00	\$1,936,549.00		
20 Aviation	\$545,027.84	\$545,027.84		Assigned
16 Debt Service	\$93,357.25	\$93,357.25		
15 LB 357	\$1,452,688.31	\$1,452,688.31		
60 Capital Projects	\$929,808.48	\$929,808.48		
12 CDBG	\$342,403.25	\$342,403.25		
11 Keno	\$47,250.11	\$47,250.11		
19 Sinking	\$1,243,801.59	\$32,289.01	\$1,211,512.58	
32 E911	\$59,226.13	\$59,226.13		
40 TIF	<u>\$538,954.77</u>	<u>\$538,954.77</u>		
Total Governmental	\$11,907,289.88	\$5,992,548.46	\$5,914,741.42	
70 Landfill:				
Landfill	\$1,855,358.34		\$1,855,358.34	
Landfill-Operations	\$0.00	\$0.00		Bond Requirements
Landfill-Debt Service	\$0.00	\$0.00		Bond Requirements
Old Landfill Closure	\$11,827.12	\$11,827.12		
Landfill Closure/Post	\$2,452,683.16	\$2,452,683.16		
C&D Site Closure/Post	\$181,068.37	\$181,068.37		
Construction	(\$65,546.12)		(\$65,546.12)	
Total Landfill	<u>\$4,435,390.87</u>	<u>\$2,645,578.65</u>	<u>\$1,789,812.22</u>	
80 Wastewater	\$2,283,541.40	\$0.00	\$2,283,541.40	
90 Water	<u>\$6,686,900.51</u>	<u>\$375,255.75</u>	<u>\$6,311,644.76</u>	
Total Enterprise	\$13,405,832.78	\$3,020,834.40	\$10,384,998.38	
33 Health Insurance	\$1,432,631.51	\$1,432,631.51		Assigned for insurance claims needs
Total City	<u>\$26,745,754.17</u>	<u>\$10,446,014.37</u>	<u>\$16,299,739.80</u>	

# **DEPARTMENTAL REPORTS**

**MAY 2021**

**COMMUNITY CENTER**

**FIRE**

**KILGORE MEMORIAL LIBRARY**

**POLICE**

**PUBLIC WORKS**

# YORK FIRE DEPARTMENT

## May 2021 Monthly Report

York Fire Department responded to 107 calls for service in May of 2021. On the fire side we responded to 4 automatic alarms, 1 wildland fire, 1 dumpster fire, and one burning without a permit in the city limits. We also were called out for storm spotting once.

We responded to 63 – 911 calls for EMS service, 35 of those 911 calls were for Advanced Life Support and 28 of those 911 calls were for Basic Life Support with 9 lift assists. We did 26 Inter-Agency transfers for the month of July, 22 of those being ALS and 4 of those transfers being BLS.

Training for the month was a confined space refresher taught by Dennis Baber of the State of Nebraska Fire Marshal's Training Division. We started our yearly testing of hose. The Large Diameter hose was tested with the help of the volunteers. The career staff started to check the handlines and smaller supply lines. We also had 7 volunteers attend the Nebraska State Fire School in Grand Island. The classes taken were Introduction to Firefighting, Fire Investigation, Safety in EMS, and Incident Command. 3 members also continued the Firefighter 1 class being held in Geneva. Some time was spent with new members to get their firefighting skills ready to test.

We had 2 members of the department attend career day at York Middle School. We did a fire prevention program at Little Racers Daycare. We brought a fire engine to the reopening of the York Children's Museum, which made a very nice York Fire display. The Acting Fire Chief did a fire extinguisher class for 30 employees of the Kroy Aluminum Plant. The Acting Fire Chief also gave a presentation on our budget to the City Council on May 27<sup>th</sup>.

The Building Committee meet with the design and build team on May 5<sup>th</sup>. A couple of architects were brought in to get a study going on the remodel of the fire station. We are awaiting the results of this study so we can get an idea of the costs involved. An asbestos inspection was done of the building with asbestos found in the floor tile upstairs. Approx. 1100 sq ft. There was a York General Hospital ER committee meeting on May 12<sup>th</sup>. A number of cases were reviewed with no issues noted.

Respectfully submitted,

Anthony Bestwick

Acting Fire Chief

**DEPARTMENT OF PUBLIC WORKS**

**MONTHLY REPORT**

May — 2021

**STREET DEPARTMENT**

During the month of May, the central garage serviced and repaired equipment for all city departments as follows:

Street	43	Airport	7	Park	24	Fire	12
Police	11	Landfill	5	Wastewater	10	Water	3

The street sweeper operated hours 87 in May, during which time miles 395 were swept and cubic 900 yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	20
Right-of-way maintenance	64
Gravel street/alley maintenance	89
Trash removal	35
Mowing/weed control	73
Tree/shrub maintenance	15
Paved surface maintenance	265
Equipment services	2
Building maintenance	10
Traffic signing/signal installation/repair	29
Shop cleaning	58
Property Maintenance	48
<b>TOTAL</b>	<b>708</b>

### **PARK DEPARTMENT**

Park personnel performed the following activities:

Job	Hours
Trash removal	54
Restroom cleaning	54
Equipment services	8
Property maintenance	47
Mowing/weed control	253
Tree/shrub maintenance	8
Building maintenance	0
Ball field maintenance	114
Playground equipment maintenance	0
<b>TOTAL</b>	<b>538</b>

### **FAMILY AQUATIC CENTER**

Park personnel performed the following activities:

Job	Hours
System maintenance	0
Mowing/weed control	3
Building maintenance	0
Property maintenance	58
<b>TOTAL</b>	<b>61</b>

### **AUDITORIUM**

Park/Street personnel performed the following activities:

Job	Hours
General maintenance	0
Mowing/weed control	1
Building maintenance	0
Property maintenance	0
<b>TOTAL</b>	<b>1</b>

### **WASTEWATER TREATMENT PLANT**

Plant operation for May and the comparison figures for May of last year:

	Last Month	2021	2020	Units
Total flow	28,245,132	29,108,170	28,056,410	gallons
Average flow/day	941,504	938,973	905,406	gallons
Average flow/person	118	117	113	gallons
Grit and screenings to landfill	157.21	58.27	0.76	tons
Bio solids wasted	1.366317	1.511508	1.245101	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	147
Laboratory testing	72
Sludge removal	10
Equipment maintenance	185
Building maintenance	23
Mowing/weed control	59
Sewer system maintenance	22
Property maintenance	50
One-call locates	15
<b>TOTAL</b>	<b>583</b>

### **WATER DEPARTMENT**

Plant operation figures for May and the comparison figures for May of last year follow:

	Last Month	2021	2020	Unit
Total water pumped	24,209,000	34,395,000	35,424,000	gallons
Total water billed	18,895,890	19,540,200	19,147,575	gallons
Average use per day	780,935	1,146,500	1,142,710	gallons
Average use per person	98	143	143	gallons
Total electricity used	37,520	47,824	51,533	kW
Pumps yield	645	719	687	gallons/kW
Peak pumping date	7 <sup>th</sup>	11 <sup>th</sup>	19 <sup>th</sup>	
Peak amount	916,000	1,730,000	1,673,000	gallons

Report of office operations for May and comparison figures for May of last year:

	2021	2020
Water bills	1,720	1,680
Sewer bills	1,651	1,627
New taps	1" – 1	0
Service leaks	0	0
Main leaks	0	0
Diggers Hotline calls	126	104

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	29
Meter reading	28
Tower maintenance	3
Meter maintenance	0
Paved surface maintenance	12
Pump/well maintenance	0
Final notice collection	3
Distribution maintenance	309
One-call locates	11
Property Maintenance	102
<b>TOTAL</b>	<b>497</b>

### **SOLID WASTE RECEIVING CENTER AND LANDFILL**

Solid Waste Receiving Center operation figures for May as reported by scale:

	2021		2020	
	Trips	Tons	Trips	Tons
Landfill	735	2503.38	767	2378.01
C & D	132	340.93	105	271.40
Transfer Station	212	50.02	192	50.82
Brush Pile	124	41.39	94	38.69
Tire Pile	10	0.00	9	0.00
Metal Roll-off	13	0.00	14	0.00
Recyclables	0	0.00	0	0.00
<b>Total</b>	<b>1226</b>	<b>2935.72</b>	<b>1181</b>	<b>2738.92</b>

Revenue collected during May totaled \$141,836.50. The same period last year totaled \$118,613.35.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	113
Landfill Equipment	540
Wind screen & litter control	0
Recycling Act	4
<b>TOTAL</b>	<b>657</b>

### **AIRPORT**

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	112
Building maintenance	0
Mowing/weed control	0
<b>TOTAL</b>	<b>112</b>

**CONVENTION CENTER**

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	25
Building maintenance	16
<b>TOTAL</b>	<b>41</b>

**SUMMARY BY DEPARTMENT**

Department	Hours	Percentage	Full Time Equivalent
Street	708	22	4.4
Convention Center	41	1	0.3
Parks/FAC	599	19	3.7
Landfill	657	20	4.1
Wastewater	583	18	3.6
Water	497	16	3.1
Airport	112	4	0.7
<b>TOTAL</b>	<b>3197</b>	<b>100</b>	<b>19.9</b>

**BUILDING INSPECTIONS AND PERMITS**

Our building inspection activity for May and comparison figures for May of last year are as follows:

Inspections:	2021	2020	Permits Issued:	2021	2020
Building	39	34	Building	28	32
Electrical	26	27	Electrical	8	5
Plumbing	24	25	Plumbing	4	1
Mechanical	19	26	Mechanical	2	10
Property Pin Locates	0	0	Curb/Street	0	2
<b>Total</b>	<b>108</b>	<b>112</b>	<b>Total</b>	<b>42</b>	<b>50</b>

Twenty-eight (28) permits were issued in May for a value of \$321,661.00, which brings the total for the year to \$4,623,143.59. (See attached.)

**BOARD OF PUBLIC WORKS**

The Board of Public Works met on May 18, 2021. Minutes of the meeting are attached.

**Building Permits issued in May 2021**

08-Jun-21

	<b>OWNER</b>	<b>ADDRESS</b>	<b>LEGAL DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
97853	Joe Erwin	1537 Duke Dr.		Re-roof	9,500.00
97854	Scott VanEsch	803 Academy Ave.		Re-roof	5,640.00
97855	Lori Stengley	1718 N. Nebraska Ave.		Privacy fence	5,000.00
97856	Greg Woods	805 E. 6th St.		Privacy fence	3,500.00
97857	John Baker	1618 E. 6th St.		Replace fence, deck, partial re-side	11,000.00
97861	Jim Rumery	1423 Pennsylvania		Fence - chain link 4ft	4,200.00
97862	Dustin Keezer	727 E. 19th St.		Re-roof	6,000.00
97863	Mandy Sloan	1224 Indiana		Fence	3,500.00
97864	Lanny Cross	1402 N. Michigan Ave.		Re-roof	9,000.00
97865	Jason Hultgrien	620 E. 6th St.		Privacy fence	3,700.00
97866	Gary Kaiser	1825 N. Lincoln Ave.		Re-roof house & garage	13,000.00
97867	First National Co	511 N. Lincoln Ave.		Sign - front of store	14,000.00
97868	Richard Callahan	2 Laurel Lane		Re-roof	15,000.00
97869	Property Ventures	928 N. Lincoln Ave.		Re-roof	31,500.00
97870	Audrey Walford	12 North Circle Dr.		Deck	8,000.00
97873	York Farm Supply	3420 N. Lincoln Ave		Repair part of roof	10,173.00
97875	New Sun Theater CO	427 N. Lincoln Ave.		Re-roof	65,000.00
97876	N & K Investments	614 S. Lincoln Ave.		Fireworks stand	5,000.00
97877	Hinz Sales & Services	3900 S. Lincoln Ave.		Fireworks stand	2,000.00
97878	Johnna Williams	402 S. Blackburn Ave		Decks - front and back	1,800.00
97882	Jeff Zimmerman	634 W. 8th St.		Utility shed	4,000.00
97883	Randy Breiner	1009 McKaig Ave.		Re-side, move front door, windows,	45,000.00

	<b>OWNER</b>	<b>ADDRESS</b>	<b>LEGAL DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
97885	Eric Egr	812 Florida Ave.		Re-roof	6,100.00
97887	Wal*Mart Super Center	101 E. David Dr.		Fireworks stand	2,000.00
97889	Keith & Rena Miller	1804 E. 9th St		Fence	2,000.00
97890	Chad Schroetlin	2319 E. 5th St		Pergola w/ paver patio	26,000.00
97891	Choc & Amber Bowen	2405 E. 15th St		Privacy fence	6,548.00
97892	Joshua & Beverly Dunham	418 N. Michigan Ave.		Re-side	3,500.00
					<b>\$321,661.00</b>
					<b>Permits Issued: 28</b>

**Board of Public Works**  
May 18, 2021 4:00 PM  
City Administrator's Office

Attendance taken at 4:02 P.M.

Present Board Members:

Matt Leif  
Marlowe Wall  
Greg Staehr  
Kenny Ekeler  
Bill Williamsen

Also Present:

Sue Crawford, City Administrator

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

**Motion Passed:** Minutes of the April meeting passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

4. Farm Management Report

**Motion Passed:** The April Farm Management Report passed with a motion by Bill Williamsen and a second by Marlowe Wall.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

5. Wastewater Financial Reports

**Motion Passed:** The April Wastewater Financial Reports passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

**6. Water Financial Reports**

**Motion Passed:** The April Water Financial Reports passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

**7. Claims**

**Motion Passed:** The April Claims passed with a motion by Matt Leif and a second by Kenny Ekeler.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

**8. Director of Public Works Report**

**Motion Passed:** The April Director of Public Works Report passed with a motion by Bill Williamsen and a second by Marlowe Wall.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

**Meeting Adjourned at 4:20 P.M.**

Heidi Gregg

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	79.85	N			
01-00010	GALE	1	23.25	N			
01-00090	THE HOME DEPOT PRO	2	187.74	N			
01-00110	MATHESON TRI-GAS	3	108.93	N			
01-00120	JACKSON SERVICES INC	9	543.07	N			
01-00150	ICMA-RETIREMENT TRUST 457	2	2,081.12	N			
01-00180	AGRI-PRODUCTS, INC.	1	1,500.00	N			
01-00200	NEBRASKA MACHINERY CO	5	4,299.15	N			
01-00290	NORTH PRINTING & OFFICE S	14	2,092.08	N			
01-00340	BOUND TREE MEDICAL LLC	2	1,125.02	N			
01-00360	CITY OF YORK	4	30,374.42	N			
01-00540	GLOBAL TECH, INC.	3	11,575.98	N			
01-00570	GENERAL FIRE & SAFETY	1	160.95	N			
01-00640	NEBRASKA PUBLIC POWER DIS	1	27,665.70	N			
01-00650	NE LAW ENFORCEMENT TRAIN	2	535.00	N			
01-00710	OVERLAND SAND & GRAVEL	3	1,672.75	N			
01-00750	PIEPERS INC	5	338.54	N			
01-00800	BURST, LLC	24	459.85	N			
01-00960	GRAINGER	1	9.99	N			
01-00990	ANGLE, MURPHY, VALENTINO	1	56.42	N			
01-01090	BAKER & TAYLOR, INC	3	768.64	N			
01-01270	NABER'S REPAIR SERVICE	1	125.00	Y			
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N			
01-01290	GRAND CENTRAL FOODS, INC.	20	758.63	N			
01-01300	VOSS LIGHTING	1	142.80	N			
01-01330	JLC, INCORPORATED	4	105.65	N			
01-01340	KOPCHOS SANITATION, INC	7	945.25	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01420	NE CHILD SUPPORT PAYMENT	1	104.77	N			
01-01470	SERVI-TECH LABORATORIES	2	140.30	N			
01-01490	NE DEPT OF REVENUE	2	7,913.05	N			
01-01510	HACH CO.	3	1,751.25	N			
01-01640	INTERNAL REVENUE SERVICE	4	44,839.55	N			
01-01650	UNION BANK	5	25,678.76	N			
01-01840	CORNERSTONE BANK	2	11,563.47	N			
01-02010	YORK EQUIPMENT, INC.	1	134.40	N			
01-02040	YORK NEWS-TIMES	4	2,799.27	N			
01-02060	NE DEPT OF ENVIRONMENT &	1	125.00	N			
01-02080	TYLER TECHNOLOGIES - INCO	1	435.14	N			
01-02180	MUNICIPAL CODE CORPORATIO	1	950.00	N			
01-02200	JACK'S UNIFORMS & EQUIP	1	27.94	N			
01-02210	KING'S GLASS	1	25.00	N			
01-02230	MCCORMICK HEATING & AC	4	124,992.66	N			
01-02250	MILLER SEED & SUPPLY CO	11	483.19	N			
01-02500	YORK FARM SUPPLY LLC	3	465.25	N			
01-02530	PEPSI COLA OF LINCOLN/ TO	8	3,014.15	N			
01-02560	CITYSERVICEVALCON LLC	1	2.41	N			
01-02590	ADOPT A PET	1	2,500.00	N			
01-02620	LEAGUE OF NEBRASKA MUNICI	2	951.46	N			
01-02650	O'REILLY AUTO PARTS	10	422.86	N			
01-02730	SCHOOL DISTRICT OF YORK	2	6,321.00	N			
01-02920	FALLER LANDSCAPE	1	489.98	N			
01-03240	YORK COUNTY DEVELOPMENT C	1	6,666.66	N			
01-03260	HOMETOWN LEASING	3	307.02	N			
01-0357	BRETT SORENSEN	1	64.37	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-03790	NSI SOLUTIONS, INC.	1	545.00	N			
01-03930	YORK CHAMBER OF COMMERCE	1	1,666.67	N			
01-04050	GALLS INCORPORATED	2	334.90	N			
01-05150	LINCOLN JOURNAL STAR	1	756.00	N			
01-05210	NEBRASKA LIBRARY ASSOCIAT	1	65.00	N			
01-05310	SAPP BROTHERS PETROLEUM,	3	6,338.97	N			
01-05600	YORK GENERAL HOSPITAL	1	1,030.00	N			
01-05870	WEX BANK	1	6,471.59	N			
01-06410	CASH-WA DISTRIBUTING	4	2,821.77	N			
01-06630	FASTENAL	2	166.70	N			
01-06970	NISSEN ELETRIC	1	145.00	Y			
01-07870	CUMMINS CENTRAL POWER, LL	7	2,753.92	N			
01-09110	HY-TEC AUTO SERVICE	1	461.50	N			
01-09970	DAN'S CONSTRUCTION INC	1	300.00	N			
01-1	MISCELLANEOUS VENDOR	2	208.00	N			
01-10020	YORK COUNTY REGISTER OF D	1	10.00	N			
01-10110	BADGER METER INC	1	185.00	N			
01-10710	YORK COUNTY SPORTS AUTHOR	1	1,000.00	N			
01-10770	JOHNSON SERVICE CO	1	5,917.05	N			
01-10790	MOGUL'S TRANSMISSION INC	1	558.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	2	3,471.11	N			
01-10880	RASMUSSEN MECHANICAL SERV	2	5,543.50	N			
01-11190	MEAD LUMBER & RENTAL	2	21.82	N			
01-11270	ORIENTAL TRADING CO INC	2	230.13	N			
01-13589	TOTAL TOOL	1	712.29	N			
01-14410	LINCOLN WINWATER WORKS	3	1,081.88	N			
01-14670	OCLC INC	1	457.63	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-14740	BRIAN QUICK	1	31.91	N			
01-14810	BRANDON OSENTOWSKI	1	40.00	N			
01-14880	ALFRED BENESCH & CO	1	8,147.12	N			
01-15560	TRUCK CENTER	2	577.14	N			
01-15670	HOA SOLUTIONS INC	1	2,798.38	N			
01-15710	CRITEL ENTERPRISES LLC	1	164.90	Y			
01-15750	VICKERS CONSULTING SERV I	1	50.00	N			
01-15940	MED-TECH RESOURCE INC	1	142.96	N			
01-16010	CHEMSEARCH	1	433.95	N			
01-16710	ONE CALL CONCEPTS INC	1	107.66	N			
01-16900	AQUA-CHEM INC	1	145.50	N			
01-16980	EGOV STRATEGIES LLC	1	2,550.00	Y			
01-17090	BLUE RIVER POWER	1	12.95	N			
01-17730	BLACKSTONE	1	36.96	N			
01-19370	NE TECHNOLOGY & TELECOMMU	3	171.60	N			
01-20170	AMAZON	23	898.88	N			
01-20310	KERFORD LIMESTONE CO	1	1,168.48	N			
01-20850	DEARBORN LIFE INSURANCE C	1	3,565.34	N			
01-21320	CULLIGAN	1	15.00	N			
01-21570	CHESTERMAN CO	1	136.32	N			
01-21860	GURNEY	1	1,661.70	N			
01-21940	REIMERS KAUFMAN CONCRETE	1	507.26	N			
01-22050	HEAVY METAL SUPPLY CO	2	140.00	N			
01-22100	SLACK AUTO SUPPLY LLC	4	49.96	N			
01-22660	SPECTRUM ENTERPRISE	2	2,035.07	N			
01-22700	SPECTRUM BUSINESS	4	546.89	N			
01-23070	AMERICAN RED CROSS	1	920.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-24000	SANDRY FIRE SUPPLY LLC	1	100.00	N			
01-24090	AXIA PAYMENTS	1	129.46	N			
01-24100	GLOBAL PAYMENTS	1	1,339.69	N			
01-24120	FIRESPRING	1	140.00	N			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			
01-24700	WOODS & AITKEN	1	213.50	Y			
01-24800	HAYLIE ZIMA	1	62.72	N			
01-24930	NARTEC INC	1	362.15	N			
01-25370	BRANDON LAMBERT	1	19.13	N			
01-25530	SAM'S CLUB MC/SYNCE	1	6,390.03	N			
01-25650	CARDMEMBER SERVICE	1	3,946.73	N			
01-25820	MERCHANT SERVICES	1	1,857.06	N			
01-26150	VVS INC - CANTEEN	1	576.48	N			
01-26760	CENTRAL STATES LEEDS	1	450.00	N			
01-27210	MIDWEST AUTO PARTS INC.	7	316.32	N			
01-27280	YORK AREA SENIOR CENTER	1	600.00	N			
01-27400	WY-AD ENTERPRISES LLC	3	133,502.75	Y			
01-27470	ROWE LAWN SERVICE	1	600.00	N			
01-27480	BRIAN ROWE	1	780.00	N			
01-27510	KIESLER POLICE SUPPLY	2	601.25	N			
01-27550	KEENAN THORBURN	1	75.00	N			
01-27560	YORK AREA CHILDRENS MUSEU	1	500.00	N			
01-27570	LINCOLN CREEK ELECTRIC	1	386.40	Y			
01-27580	TITAN PRO	1	1,021.07	N			
01-27590	MONROE CONSTRUCTION	1	2,000.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
=====							
-----							
***	REPORT TOTALS	***	340	557,548.29			

SELECTION CRITERIA

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VENDOR SET: 01 CITY OF YORK  
VENDOR: ALL  
BANK: ALL  
VENDOR CLASS(ES): ALL CLASSES

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TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 6/04/2021 THRU 6/17/2021	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

REPORT SEQUENCE: VENDOR #  
G/L EXPENSE DISTRIBUTION: NO  
CHECK RANGE: 000000 THRU 999999

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*We want to hear from you!*

WHAT COMMUNITY NEEDS CAN  
KILGORE MEMORIAL LIBRARY MEET?

*join us*

for a  
COMMUNITY  
CONVERSATION

*Tuesday | June 22nd | 5:30 – 7:00*

COULD  
YORK  
COUNTY  
USE...

A CAREER  
PLANNING  
CENTER?

STEM  
PROGRAMMING  
FOR KIDS?

A SKILLS  
TRAINING  
CENTER?

A MAKER  
SPACE?

We are asking for your help to transform library services in York County! In this session, we will focus on the needs of families in our communities.

Come to the library on June 22nd at 5:30 pm to enjoy a light meal & discussion about the future of services at Kilgore Memorial Library as we look to meet your needs.

This event is funded by a Libraries Transforming Communities grant through the American Library Association.

Children are welcome to attend an activity in our Early Childhood Discovery Center during this event.

RSVP to [kilgore@cityofyork.net](mailto:kilgore@cityofyork.net) or call 402.363.2626



U.S. Department  
of Transportation

**Federal Aviation  
Administration**

Central Region  
Iowa, Kansas,  
Missouri, Nebraska

901 Locust  
Kansas City, Missouri 64106  
(816) 329-2600

6/10/2021

Mr. Randy Halls  
Airport Manager  
York Municipal Airport  
1112 Hwy 34  
York, NE 68467

Re: York Municipal Airport (JYR); York, NE  
Potential AIP No. 3-31-0104-015  
Snow Removal Equipment (Tractor, Snow Plow Attachment, Snow Blower Attachment  
and Snow Broom Attachment

**Subject: Buy American Waiver Type III**

Dear Randy Halls:

**Waiver Information**

The FAA has reviewed the request by York Equipment, LLC to waive the 100% US domestic product preference as established by Title 49 USC Section 501. We note this request addresses a Type 3 waiver as addressed under §50101(b) for the following product(s):

**SRE Tractor**

Manufacturer: ..... Case IH  
Location of Final Assembly: ..... Sturtevant, WI  
Percent US Component & Subcomponents:..... 61.6%

**SRE Snow Plow**

Manufacturer: ..... Kage Innovation  
Location of Final Assembly: ..... Osceola, WI  
Percent US Component & Subcomponents:..... 87.3%

**SRE Snow Blower**

Manufacturer: ..... HitchDoc  
Location of Final Assembly: ..... Jackson, MN  
Percent US Component & Subcomponents:..... 86%

**SRE Snow Broom**

Manufacturer: ..... M-B Companies, Inc  
Location of Final Assembly: ..... Chilton, WI  
Percent US Component & Subcomponents:..... 88.3%

**FAA Determination**

Based upon the FAA review and your recommendation, the FAA has determined the submitted information supports a Type 3 waiver. The FAA approves this waiver request.

**Limitations:**

The FAA based our determination on the understanding that the submitted documentation is accurate and complete. This approval action is automatically void if you subsequently discover errors or inaccuracies with the certification statement or submitted documentation.

The FAA approval action is only valid for this project. Waiver requests for other AIP funded projects require submittal of a separate request and supporting documentation. If a vendor desires to seek a national waiver, please instruct them to visit [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/).

**Required Actions**

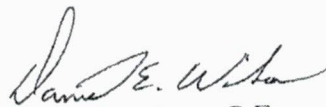
Please monitor the contractor's compliance with this approved waiver. In the event you are considering a contract modification, please evaluate the impact the proposed modification will have on the approved US domestic product percentage for the entire project. Modifications that decrease the overall percentage of US Domestic product require submittal of a justification and a revised component cost calculation table for FAA evaluation.

**Future Solicitations**

The AIP Buy American preference calculation extends down to the component and subcomponent levels. When a vendor identifies a non-domestic component or subcomponent, they should specifically identify the non-domestic item as well the origin of manufacture.

If you have any questions regarding this matter, please contact me at (816) 329-2643

Sincerely,



Daniel E. Wilson, P.E.  
Regional Pavement and Equipment Engineer  
FAA Central Region

York Municipal Airport  
 York, Nebraska  
 Project No. 3-31-0104-015-2021 (M04)  
 SRE Acquisition

COST SUMMARY: Estimated  
(June, 2021)

Supplier: York Equipment, Inc.

Carrier Vehicle	\$217,309.00
Snowplow	\$18,311.60
Snowblower	\$17,692.00
Broom	<u>\$75,585.00</u>
Subtotal	\$328,897.60

Engineering (Benesch)

Design	\$17,355.00
Bidding	\$6,345.00
Delivery/Inspection	<u>\$13,763.00</u>
Subtotal	\$37,463.00

Admin/Audit/Pub/Etc.

NDA	\$3,139.40
Legal/Publication	<u>\$500.00</u>
Subtotal	\$3,639.40

TOTALS	<u>\$370,000.00</u>
--------	---------------------

SUMMARY OF FUNDS: (June, 2021)

Local	\$0.00
State	\$0.00
Federal (AIP)	\$333,000.00
Federal (ARP)	<u>\$37,000.00</u>
Total	\$370,000.00



Alfred Benesch & Company  
 825 "M" Street, Suite 100  
 Lincoln, NE 68508-2958  
 www.benesch.com  
 P 402-479-2200  
 F 402-479-2276

June 8, 2021

City of York  
 Attn: Dr. Sue Crawford, City Administrator  
 100 East Fourth Street  
 P.O. Box 507  
 York, NE 68467

REFERENCE: York Municipal Airport (JYR), York, NE  
 Snow Removal Equipment (SRE) Acquisition (AIP-015)  
***Letter of Recommendation for Award of Contract***

Ms. Crawford:

On Thursday, May 13, 2021 bids for the above referenced project were received, opened, and read aloud. One (1) bid was received for the work. The bid has been checked and the bid tabulation is attached.

The bid consisted of a Base Bid, Items 1 – 2, an Add No. 1, Item ADD1-1, and an Add No. 2, Item ADD2-1. The project was defined as Snow Removal Equipment (SRE) Acquisition.

Summarized directly below are the contractor’s total bid amounts.

Bidder

**York Equipment, Inc. (herein after called York Equip)**  
**2706 S. Lincoln, York, NE 68467**

	<u>Original Proposal</u>	<u>Negotiated</u>
Total Base Bid (Items 1 - 2)	\$ 234,557.00	\$ 235,620.60
Item 1           Carrier Vehicle	\$ 217,309.00	\$ 217,309.00
Item 2           Snowplow	\$ 17,248.00	\$ 18,311.60
Total Add No 1 (Item ADD1-1)		
Item ADD1-1   Snowblower	\$ 57,000.00	\$ 17,692.00
Total Add No 2 (Item ADD2-1)		
Item ADD2-1   Broom	<u>\$ 13,879.00</u>	<u>\$ 75,585.00</u>
TOTAL	<u>\$ 305,436.00</u>	<u>\$ 328,897.60</u>

For comparative purposes, the Engineers Estimate was:

Total Base Bid (Items 1 - 2)	\$ 285,000.00
Item 1           Carrier Vehicle	\$ 230,000.00
Item 2           Snowplow	\$ 55,000.00
Total Add No 1 (Item ADD1-1)	
Item ADD1-1   Snowblower	\$ 40,000.00
Total Add No 2 (Item ADD2-1)	
Item ADD2-1   Broom	<u>\$ 70,000.00</u>
TOTAL	<u>\$ 395,000.00</u>

The Engineer’s Estimate is also included in the bid tabulation attached.

The following paragraphs discuss in detail how the bidder filled out the various required pages of the proposal form:

**Page P-1 (Unit Prices/Extensions/Total Base Bid Amounts)**

There were no bidding errors on the one bid received.

**York Equip** original proposal (bid) was under the Engineer's Estimate by \$89,564.00. All bid prices, as well as the Engineer's Estimate are shown in the attached bid tabulation.

**Page P-2 (Proposed Equipment)**

The proposal form required that the bidder list the make/model of the Vehicle, Snowplow, Snowblower, and Broom. **York Equip** listed their Vehicle as a Case IH Magnum 250, the Snowplow as a Kage Innovations KBSS12, the Snowblower as a Pronovost PGV-120137TRC, and the Broom as a MB Companies TKH-T 32"x144".

**Page P-3 (Addendum Acknowledgement)**

There was one (1) addendum issued during the bidding phase of this project. The bidder did not provide an Addendum Acknowledgement for the one addendum in the bid proposal; however, an email response during bidding for receipt of the addendum was received.

**Page P-7 (DBE Utilization Statement)**

This equipment acquisition project did not have a DBE participation goal; therefore, no DBE participation was required for this project. As required by the contract documents, the bidder completed and submitted with their bid, a signed DBE Utilization Statement. York Equip has proposed a zero percent DBE participation for this project.

**Pages P-9 through P-17 (Buy American)**

**York Equip** did not sign or date (P-10) the Buy American certification but did fill out, sign and date the Buy American Waiver Request (P.11) indicating that they would not be able to meet the 100% Buy American requirements of 49 USC 50101 but may qualify for a waiver. They did not submit the corresponding Buy American Product Content Percentage Worksheet (FAA Form 5100-136) or the Buy American Preferences – Final Assembly Questionnaire (FAA Form 5100-137) with their bid. These two forms are only required to be submitted within 14 days of the bid opening.

Following the bid opening, **York Equip** submitted a Buy American certification, Buy American Waiver Request and both the FAA Form 5100-136 and 5100-137 within the specified time frame. However, this submittal was determined to be inadequate. A second Buy American Waiver Request package was submitted to Benesch for the negotiated equipment on June 8, 2021.

The Buy American Conformance Listing form was not applicable for the proposed equipment; however, **York Equip** did fill out, signed, and dated the form.

**Page P-19 (Certificate of Bidder Regarding Tax Delinquency and Felony Convictions)**

**York Equip** signed and dated the form but did not check the applicable space to indicate their status. **York Equip** was contacted after the bid opening and they emailed a corrected form with the "is not" spaces checked indicating compliance.

**Pages P-21 through P-23 (Bidder Signature Pages)**

**York Equip** submitted a signed proposal under the "Corporation" section of the signature pages and did not have anyone attest. **York Equip** also submitted evidence of authority to sign.

**Miscellaneous Other Requirements**

**Pre-Bid Meeting**

No pre-bid meeting was held in conjunction with this project; therefore, bidders were not required to attend a pre-bid meeting in order to be eligible to bid the project.

Bid Guarantee

The contract documents state that “Each proposal must be accompanied by a bid guaranty (per 49 CFR Part 18.36(h)(1)) in the amount of not less than five (5) percent of the total amount of the bid. The bid guaranty may be by certified check on a solvent bank or bid bond made payable to the City of York, York, Nebraska”. The bid package received from the City by Benesch did not include a 5% bid guaranty to the City of York.

Vendor Equipment Certifications

Per the requirement on page GTC-5 of the specifications, bidders were required to submit written certifications with their proposal, which certify that the equipment being supplied complies with the applicable performance and design requirements of the specifications. **York Equip** did not submit a vendor equipment certification with their bid.

Equipment Literature

Bidders were required to submit with their proposal literature (detailed specifications/advertising data) on the equipment being bid. As required, York Equip submitted specifications/advertising data.

Equipment Specifications Compliance

An Equipment Specifications Checklist was required to be completed by bidders to indicate whether their proposed equipment complies with the specifications. Bidders were required to check “Yes” (equipment meets or exceeds specifications) for each equipment/item listed or check “No” and provide a detailed explanation of the specific exception to the specifications.

**York Equip** “specified in comments” for numerous line items where they checked “No” for the equipment/items. These items were “as specified by the purchaser” items or were not applicable due to the attachment setup. During the negotiation’s discussion, Benesch discussed all line items in the TS Checklist with **York Equip**. [See the Attached *Cost Evaluation/Negotiation with the Contractor – Summary*]

Federal Debarment List

The contract documents require that “By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.” Benesch did not find **York Equip**. listed as an excluded entity on the System of Award Management (SAM) debarred website (<https://www.sam.gov>).

Benesch Recommendation

As applicable, the City of York, York, NE should be aware that according to the contract documents, the “*right is reserved, as the Airport Owner may require, to reject any and all bids and to waive any or all irregularities, technicalities, informality or any information in the bids received, which in the Owner’s judgment best services the Owner’s interest*”.

Benesch's opinion is that the bid received from **York Equip**. represents a fair and reasonable price as does the negotiated pricing for the larger snowplow, larger broom, and revised snowblower equipment. While **York Equip**'s negotiated total price is \$66,102.40 less than the Engineer's Estimate, this difference can be attributed to both the snowplow bid due to variance in type and material and the revised snowblower negotiation. We believe we have received a competitive bid that accurately reflects the state of the market, supporting our opinion that **York Equip**'s bid is reasonable for the project.

We have also discussed the difference between the bids received and the Engineers Estimate. During bidding, several potential Bidder's had noted an uncertainty in manufacturing timelines and steel equipment surcharges which could affect pricing. There was a wide range of variability per type of equipment and manufacturer from zero to 25%.

In summary, Benesch recommends that the City of York award the Total Base Bid (Items 1-2), Add No 1 (Item ADD1-1), and Add No 2 (Item ADD2-1) in the amount of **\$328,897.60 to York Equipment, Inc.** for manufacturing to commence in 2021.

If the City of York, at their upcoming regular City Council meeting, chooses to award the work to **York Equip**, we would **recommend that the award be made contingent upon FAA's concurrence in award, approval of the Buy American Waiver request by the FAA, and the offer of an Airport Improvement Program grant**, if such concurrence and offer have not been received prior to the meeting.

**Summary of Attachments (per current FAA requirements/request):**

- **York Equip's** Bid Proposal Forms, additional follow-up information, and additional attachments (82 pages)
  - Revised Buy American Waiver Documentation (page 56 thru 86)
- Bid Tabulation Sheet with Engineer's Estimate and Negotiation (1 page)
- Plan Holder's List (1 page)
- Single Bid Documentation
  - List of Contractor's that Received the Notice to Bidders (NTB) (1 page)
  - Bidder Correspondence Log (2 pages)
  - Cost Evaluation/Negotiation with the Contractor – Summary (2 pages)

If you have any questions or comments, please contact us at your convenience.

Sincerely,  
Alfred Benesch & Company



Elizabeth Duvall, P.E.

*Cc w/Attachments: Andrew Beil and Terry Brown (Benesch), Randy Hall (JYR), Dan Wilson (FAA), Anna Lannin (NDOT -Aeronautics)*

**PROPOSAL FORM**

**CITY OF YORK  
YORK MUNICIPAL AIRPORT, YORK, NEBRASKA  
SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION  
AIP Project No: 3-31-0104-015**

**DO NOT DETACH ANY OF THESE PROPOSAL PAGES**

**SUBMIT ENTIRE BOUND OFFICIAL PROPSAL FORM BOOKLET**

TO: **City of York  
100 E. 4<sup>th</sup> Street  
York, NE 68467**

The undersigned, in compliance with the request for bids for construction of the following Project:

**SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION**

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the Contract Documents and Specifications, project drawings, and issued Addenda within the specified time of performance for the following prices on this proposal.

Sealed bids will be received by the Owner, the **City of York, York, NE**, in the offices of the **City Hall**, at **100 East 4<sup>th</sup> Street (P.O. Box 276), York, NE, 68467** until 2:00 p.m. local time, on **Thursday, May 13, 2021** and then publicly opened and read aloud, for the purchase of **Snow Removal Equipment (SRE)**, AIP No. 3-31-0104-015.

The undersigned understands that it is the intention of the Owner to issue a Notice To Proceed (NTP) for the project to take place during 2021 and 2022 Calendar Year contingent upon FAA funding and concurrence.

Item No.	Item Description	Quantity	Unit	Amount
<b>Base Bid</b>				
1	Carrier Vehicle	1	EA.	\$ 217,309 <sup>00</sup> / <sub>100</sub>
2	Snowplow Attachment	1	EA.	\$ 17,248 <sup>00</sup> / <sub>100</sub>
<b>TOTAL BASE BID (ITEMS 1-2).....</b>				<b>\$ 234,557</b> <sup>00</sup> / <sub>100</sub>
<b>ADD NO. 1</b>				
ADD1-1	Snowblower Attachment	1	EA.	\$ 57,000 <sup>00</sup> / <sub>100</sub>
<b>TOTAL ADD NO. 1 (ITEM ADD1-1).....</b>				<b>\$ 57,000</b> <sup>00</sup> / <sub>100</sub>
<b>ADD NO. 2</b>				
ADD2-1	Broom Attachment	1	EA.	\$ 13,879 <sup>00</sup> / <sub>100</sub>
<b>TOTAL ADD NO. 2 (ITEMS ADD2-1).....</b>				<b>\$ 305,436</b> <sup>00</sup> / <sub>100</sub>

# OFFICIAL BID BOOKLET

York Municipal Airport (JYR)  
SRE Acquisition (2021)

*The Bidder Hereby Proposes To Provide The Following Make and Model of Snow Removal Equipment (SRE).*

## SRE EQUIPMENT PROPOSED

- |    |                              |                                      |
|----|------------------------------|--------------------------------------|
| 1) | MAKE/MODEL (Carrier Vehicle) | <u>Case IH Magnum 250</u>            |
| 2) | MAKE/MODEL (Snowplow)        | <u>Kage Innovations. KBSS 12</u>     |
| 3) | MAKE/MODEL (Snowblower)      | <u>Pronovost PGV-120137TRC</u>       |
| 4) | MAKE/MODEL (Broom)           | <u>MB Companies TKH-T 32" x 144"</u> |

## ACKNOWLEDGEMENTS BY BIDDER

- a. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the following documents:
- Requests For Bids/Invitation For Bids (Newspaper Advertisement) (Article 1)
  - Notice-to-Bidders (Article 1)
  - Instructions-to-Bidders (Article 1)
  - General Terms and Conditions (Article 1)
  - This Proposal Form (including DBE and Buy American Forms (Article 1)
  - Any Authorized Addenda Issued (Article 1)
  - Form of Contract Agreement (Article 1)
  - Contract Provisions (Article 2 – Federal Provisions)
  - Technical Specifications (Article 3)
  - FAA Nationwide Buy American Waivers Issued (Appendix 1)
  - FAA AC 150/5220-20A (Appendix 2)
  - Any Other Document Incorporated In Whole Or In Part By Reference.

The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful BIDDER.

- b. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the **Total Bid**.
- c. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- d. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **ninety (90) calendar days** from the stated date for receipt of bids.
- e. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract and furthermore provide executed payment and performance bonds within the timeframes specified in the instructions-to-bidders. The undersigned acknowledges and accepts that refusal or failure to accept the award and execute a contract and bonds within the terms and conditions established herein will result in forfeiture of the bid guaranty to the Owner as a liquidated damage.
- f. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned agrees to complete work within 300 calendar days from the commencement date

**OFFICIAL BID BOOKLET**

specified in the Notice-To-Proceed(s). Equipment/Vehicle Delivery, Instruction and Training shall be considered as part of the work and shall be completed within the above specified calendar day allowance (Contract Time).

- g. The undersigned acknowledges and accepts that failure to deliver the required equipment and fully commission (put into service) the equipment within the respective specified calendar day allowance, the Contractor shall pay the non-penal sum of **\$200 per calendar day** as a liquidated damage to the Owner.
- h. The BIDDER acknowledges that the OWNER has an established Disadvantaged Business Enterprise program. The BIDDER acknowledges and accepts the requirement to apply. The BIDDER, in complying with the DBE requirements, proposes participation by Disadvantaged Business Enterprises as stated on the form, "Utilization Statement".
- i. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
  - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
  - 2. Has 50 or more employees.
  - 3. Is a prime contractor or first tier subcontractor.
  - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more.
- j. The bidder must specifically agree not to discriminate against any recipients of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.
- k. The undersigned agrees to comply with all current and applicable Federal, State, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).
- l. The undersigned acknowledges that the project is subject to the FAA’s current Federal Provisions as provided in Article 2 “Contract Provisions”. The undersigned furthermore hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.
- m. The undersigned states that they are complying with and will continue to comply with fair labor standards, as defined in Neb.Rev.Stat. § 73-104, (reissue 2016), in the pursuit of their business and in the execution of the contract pursuant to this bid, as applicable.
- n. The undersigned acknowledges receipt of the following addenda:

Addendum Number: \_\_\_\_\_ Addendum Date: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Addendum Date: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Addendum Date: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Addendum Date: \_\_\_\_\_ Date Received: \_\_\_\_\_

**REPRESENTATIONS BY BIDDER**

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- d. The BIDDER is familiar with all applicable Federal, State, and local laws, rules and regulations pertaining to execution of the contract and the project work.
- e. The BIDDER has complied with all requirements of these instructions and the associated project documents.

**CERTIFICATIONS BY BIDDER**

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

- b. **Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8)**  
The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

- c. **Trade Restriction Certification: (49 CFR Part 30)**  
The Bidder, by submission of an offer certifies that it:
  - 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
  - 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
  - 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- d. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: (49 CFR Part 29)**  
The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and

subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

e. **Certification Regarding Lobbying:** (49 CFR Part 20)

The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

f. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)

As a condition of bid responsiveness, the bidder must state how it intends to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidder must complete the Buy American certification attached herein. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified as with the successful bid must submit the required forms (within the prescribed time) identified in the attached Buy American Certification.

#### **ATTACHMENTS TO THIS BID**

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of: BID BOND or CERTIFIED CHECK;
2. Equipment Literature per the General Terms & Conditions (page GTC-4);
3. Vender Equipment Certification statements (signed) that the equipment supplied complies with the applicable performance and design requirements of these specifications per the General Terms & Conditions (page GTC-5);
4. Equipment Specifications Checklist (TS Checklist - Page 1 thru 24)

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# OFFICIAL BID BOOKLET

York Municipal Airport (JYR)  
SRE Acquisition (2021)

## DBE UTILIZATION STATEMENT Disadvantage Business Enterprise

The undersigned bidder/offeree has satisfied the requirements of the bid specification in the following manner.  
(Please check the appropriate box)

The bidder/offeree is committed to a minimum of 0% DBE utilization on this contract.

**(If No DBE Is Being Utilized, Check The Above Box And Fill Out The Firm's Name, Signature And Date Below. The Bottom Of Page Summary Information May Remain Blank.)**

The bidder/offeree, while unable to meet the DBE goal of \_\_\_%, hereby commits to a minimum of \_\_\_% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Travis Conrad  
Bidder's/Offeree's Firm Name

Travis Conrad  
Signature

May 10 2021  
Date

**Note: In order to meet the minimum DBE contract goal % for all potential award options (if applicable), the Bidder should base their below DBE dollar participation on the Bidder's largest bid amount for the various award options.**

### DBE UTILIZATION SUMMARY

	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$0.00	0.00 %

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**CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

# OFFICIAL BID BOOKLET

York Municipal Airport (JYR)  
SRE Acquisition (2021)

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

---

Date

---

Signature

---

Company Name

---

Title

BUY AMERICAN WAIVER REQUEST

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

**Type of Waiver Request:**

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

**Section 50101(b)(3):** Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that \_\_\_% of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. (Bidder must attach a copy of the component cost calculation table)

**Section 50101(b)(4):** Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. (Note: This type of waiver is very rare)

**Certification Signature**

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

Travis Conard  
Bidder's Firm Name

May 10 2021  
Date

[Signature]  
Signature

**Signature Instructions for Section 50101(b)(3) Waiver:**

1. "Equipment" in Section 50101 shall mean the following:
  - a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
  - b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
  - c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
  - d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: [http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/media/buy\\_american\\_waiver.xls](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls)
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (Section 50101(b)(3)(B)). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

**Instructions for Section 50101(b)(4) Waiver:**

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

**North America Free Trade Act (NAFTA)**

The NAFTA does not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

**FAA FORM 5100-136, BUY AMERICAN PRODUCT CONTENT PERCENTAGE WORKSHEET**

**FAA FORM 5100-137, BUY AMERICAN PREFERENCES – FINAL ASSEMBLY QUESTIONNAIRE**

The FAA Form 5100-136 and FAA Form 5100-137 that follow this page must be completed if a Buy American Waiver Request is desired for this equipment acquisition project.

These Forms may also be found on the FAA's website under the *Buy American Waivers* header:  
[https://www.faa.gov/airports/aip/buy\\_american/](https://www.faa.gov/airports/aip/buy_american/)



BUY AMERICAN COMPONENT COST CALCULATION TABLE

OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

**-- CONFIDENTIAL --**

**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**

**Buy American Product Content Percentage Worksheet**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Point of Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Product Structure: Multi-Level Bill of Materials (through level 2 only)  
FAA Eligible Item: \_\_\_\_\_ FAA Item Number (if applicable): \_\_\_\_\_  
Total Material Cost: \_\_\_\_\_ US Content (%) (attach Certificate of Origin, US Customs Form 434, if applicable): \_\_\_\_\_ Other (%): \_\_\_\_\_

Address of Final Assembly Location: \_\_\_\_\_  
The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**Instruction:** Items listed in Federal Acquisition Regulation Part 25.104 may be counted as US Origin but should include a note stating the item is exempt in 25.104.

**Level codes:** Level 0 is the final product; Level 1 is a component; Level 2 is a sub-component.

Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each





OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

**-- CONFIDENTIAL --  
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4  
OF THE FREEDOM OF INFORMATION ACT**

**Buy American Preferences – Final Assembly Questionnaire**

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name:

Date:

FAA Eligible Item:

FAA Item Number (if applicable):

Address of Final Assembly Location:

1. Provide a description of the assembly process occurring at the specified final location in the United States.
  - a. Describe the final assembly process and its various operations.
  - b. How long does the final assembly process take to complete?
2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
  - a. How many employees are involved in the final assembly process and what is the general skill level of those employees?
  - b. What type of equipment is used during the final assembly process?
  - c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: \_\_\_\_\_

Name:

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**OFFICIAL BID BOOKLET**

York Municipal Airport (JYR)  
SRE Acquisition (2021)

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**CERTIFICATE OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The Contractor must complete the following two certification statements. The Contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The Contractor represents that it is ( ) / is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Contractor represents that it is ( ) / is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an Contractor responds in the affirmative to either of the above representations, the Contractor is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The Contractor therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

5/10/21  
 \_\_\_\_\_  
 Date  
 York Equipment Inc  
 \_\_\_\_\_  
 Company Name

Stephany Eimer  
 \_\_\_\_\_  
 Signature  
 Manager  
 \_\_\_\_\_  
 Title

# OFFICIAL BID BOOKLET

York Municipal Airport (JYR)  
SRE Acquisition (2021)

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0346977

MAR 5 1998

STATE OF NEBRASKA  
SECRETARY'S OFFICE

Received filed and recorded on  
film roll no. 985

at page 145

Secretary of State  
By [Signature] 3:33pm

**DOMESTIC  
CHANGE OF REGISTERED AGENT AND/OR OFFICE**

Submit in Duplicate

Scott Moore, Secretary of State  
Room 1301 State Capitol, P.O. Box 94608  
Lincoln, NE 68509

The following corporation, pursuant to the laws of the state of Nebraska, does hereby wish to change its Registered Agent and/or Registered Office

Name of Corporation YORK EQUIPMENT, INC.

**Current:**

Registered Agent: James A. Fehringer

Registered Office: 2362 26th Avenue Columbus NE 68601  
Street Address City Zip

**New:**

Registered Agent: Stephen J. Ermer

Registered Office\*: P. O. Box 637  
2706 S. Lincoln York NE 68467  
Street Address City Zip

\*The Business Corporation Act requires that the street address of the registered office and the street address of the registered agent be identical.

DATED January, 1998

[Signature]  
Signature  
James R. Ermer, President  
Printed Name/Title

NOTE: The Business Corporation Act requires the every filing be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary.

Registered Agent: Please Circle A (current agent) or B (new agent) below and sign

A. I hereby state that the above named corporation has been notified of the change in address of my registered office

B. I hereby consent to act as registered agent for the above named corporation:

[Signature]  
Signature of Registered Agent Stephen J. Ermer

FILING FEE: \$30.00



**SIGNATURE OF BIDDER**

**IF AN INDIVIDUAL**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature Of Individual)*

Doing Business As: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**IF A PARTNERSHIP**

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Authorized Signature)*

*(Attach Evidence Of Authority To Sign As A Partnership)*

Name And Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**OFFICIAL BID BOOKLET**

York Municipal Airport (JYR)  
SRE Acquisition (2021)

**IF A CORPORATION**

Corporation Name: York Equipment Inc  
By: Stephen J Ermer  
*(Authorized Signature)*  
*(Attach Evidence Of Authority To Sign)*

Name And Title: Stephen J Ermer Sec/Treas  
Email Address: steve@yorkeqinc.com  
Business Address: 2706 S Lincoln Ave  
York NE 68467  
Telephone Number: 402 362-4461

**CORPORATE  
SEAL**

ATTEST:

By: \_\_\_\_\_  
*(Authorized Signature)*

Name And Title: \_\_\_\_\_

**OFFICIAL BID BOOKLET**

**IF A JOINT VENTURE: (Attach A Copy Of Joint Venture Agreement)**

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Authorized Signature)*

*(Attach Evidence Of Authority To Sign)*

Name And Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Authorized Signature)*

*(Attach Evidence Of Authority To Sign)*

Name And Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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# OFFICIAL BID BOOKLET

YORK MUNICIPAL AIRPORT (JYR)  
 YORK, NE  
 SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION  
 AIP 3-31-0104-015

## EQUIPMENT SPECIFICATIONS CHECKLIST

FAA AC 150/5220-20A "Airport Snow and Ice Control Equipment"  
 SAE ARP 5539 "Rotary Plow With Carrier Vehicle"  
 SAE ARP 5564 "Airport Runway Brooms"  
 SAE ARP 5943 "Snowplows and Hitches"

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
<b>Carrier Vehicle, General</b>					
Make and Model		Supplier to specify in comments			
Carrier Vehicle Type	FAA: 7-1d	Industrial 4x4 Tractor	X		
Wheel Drive	FAA: 3-3, 4-3a, 6-4a	All-Wheel Drive must be Standard	X		
Federal Motor Vehicle Safety Standards (FMVSS)	ARP 5539: 4.6 ARP 5564: A.2.1	Vehicles shall comply with the FMVSSs that are listed in the ARPs, as applicable.	X		
Chassis	ARP 5539: 4.7, 4.7.2a ARP 5564: A.2.2	Shall be based on an all-wheel drive concept; shall have heavy duty tow hooks, tow eyes, or other suitable tow connections attached to the rear frame/structure of the vehicle; a pintle hook, rated at not less than the GVWR shall be permanently attached to the rear frame structure capable of towing a vehicle; min. ground clearance shall be 8 inches.	X		
Carrier Vehicle Height	FAA: 7-2 ARP 5539: 4.7.2.b, App. C ARP 5564: A.2.2.2.b	Supplier to specify in comments (Max. Height allowable with all attachments ≤ 15')	X		138" 11' 6"
Carrier Vehicle Width	FAA: 7-2 ARP 5539: 4.7.2.c, App. C ARP 5564: A.2.2.2.c	Supplier to specify in comments (Max. Width desired with all attachments angled ≤ 14')			120" Axle to Axle
Carrier Vehicle Length	FAA: 7-2 ARP 5539: 4.7.2.d, App. C ARP 5564: A.2.2.2.d	Supplier to specify in comments			19'

# OFFICIAL BID BOOKLET

YORK MUNICIPAL AIRPORT (JYR)  
 YORK, NE  
 SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION  
 AIP 3-31-0104-015

## EQUIPMENT SPECIFICATIONS CHECKLIST

FAA AC 150/5220-20A "Airport Snow and Ice Control Equipment"  
 SAE ARP 5539 "Rotary Plow With Carrier Vehicle"  
 SAE ARP 5564 "Airport Runway Brooms"  
 SAE ARP 5943 "Snowplows and Hitches"

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Anticipated Uses and/or Features	FAA: A1-1	Unit will be used to move snow during large and small snowfall events at the airport on the runway, taxiways and apron and shall be capable of using multiple attachments including a snowplow, snowblower and broom. All attachments shall be compatible with the Carrier Vehicle and front mounted.			
<b>When different types of snow removal equipment attachments along with hydraulic systems, etc., are required as specified above, the total weight of all the equipment/attachments shall not overload the GVWR of the carrier vehicle.</b>					
Axle Capacities and Weight Distribution	FAA: A1-5 ARP 5539: 3.1, 4.7.3, 4.9.3 ARP: 5564: A.2.2.3	Supplier to specify in comments. Weight of the vehicle shall be distributed over axles in accordance with best engineering practices. A copy of the calculated weight distribution shall be provided to the Owner at delivery and the gross weight as determined by weighing the unit at a public certified scale.	X		28,600 total weight
Required Working Speed	FAA: A1-2.a	0 to 25 MPH	X		0 - 25 mph
Minimum Speed	FAA: A1-2.b	5 MPH	X		5 mph
Turning Radius	FAA: A1-2.c ARP 5539: 3.112 ARP 5564: A.1.3.1.8	75 feet wall-to-wall maximum (2 wheel steering only)	X		
Automatic or Manual Transmission	FAA: A1-3.a ARP 5539: 4.9.1	Automatic (Hydrostatic preferred)	X		Power shift Transmission
Gasoline or Diesel Fuel	FAA: A1-3.b ARP 5539: 4.8, 4.8.3-5	Diesel	X		Diesel
Number of Forward Speeds (Transmission)	FAA: A1-3.c	Supplier to specify in comments	X		19 forward Gears 13 Reverse Gears

# OFFICIAL BID BOOKLET

YORK MUNICIPAL AIRPORT (JYR)  
 YORK, NE  
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 SAE ARP 5539 "Rotary Plow With Carrier Vehicle"  
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 SAE ARP 5943 "Snowplows and Hitches"

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Transfer Case	FAA: A1-4 ARP 5539: 4.9.2	Standard Manufacturer's Equipment; Supplier to Specify in comments; Two speed (min.) with automatic locking differential (Front & Rear)	X		
Fuel Capacity	FAA: A1-6 ARP 5539: 4.8.4 ARP 5564: A.2.3.3-4	55 U.S. gallons (single tank) minimum, single-side fuel fill location. 8 hrs Operation desirable.	X		
Fuel Tank and Lines	ARP 5539: 4.8.4 ARP 5564: A.2.3.3-5	Lines shall be secured & protected by grommets where applicable; Tank shall have a bronze or brass drain plug/quick drain; Fuel water separator shall be properly rated with integral heater near tank	X		
Painting and Marking	FAA: A1-9.a(2) ARP 5539: 4.19.1, 4.21.2 ARP 5564: A.2.14.1	Supplier to Specify Color in comments. Supplier's Standard Shall be provided. No special options required.	X		
Paint Finish	ARP 5539: 4.19.2 ARP 5564: A.2.14.2	Polyurethane enamel, acrylic enamel, acrylic urethane, or similar high durability, long life paint. Two Coats.	X		
Accessories and Tools	FAA: A6-12.f ARP 5539: 4.20.7-11 ARP 5564: A.2.15.7-10	Tire tools (lug wrench), hydraulic jacks, shear pins, and any specialized tools specific to the provided equipment. Store in a secure enclosure permanently affixed to the vehicle.		X	
<b>Carrier Vehicle, Engine Transmission (Operating Carrier Vehicle Below -40°F Or Storing Outside Or In Unheated Building)</b>					
Engine-Jacket Water Heater	FAA: A2-2.a(1) ARP 5539: App. B	Recirculating type with thermostatic control and weatherproof receptacle plug (min. 1,500 watts)	X		
Engine Oil Pan Heater	FAA: A2-2.a(2) ARP 5539: 4.8.2, App. B ARP 5564: A.2.3.2	300 watts	X		

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YORK, NE  
SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION  
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SAE ARP 5943 "Snowplows and Hitches"

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Battery Block Heater/Warmer Pad	FAA: A2-2.a(3) ARP 5539: 4.8.2, 4.15.5, App. B ARP 5564: A.2.3.2	Approximately 50-100 watts per battery		X	
Transmission Oil Pan Heater	FAA: A2-2.a(4) ARP 5539: 4.8.2, App. B ARP 5564: A.2.3.2	Wattage as recommended by the transmission manufacturer	X		
<b>Carrier Vehicle, Mechanical (Operating Carrier Vehicle Below -40°F Or Storing Outside Or In Unheated Building)</b>					
Special Starting Systems	FAA: A2-2.c(1) ARP 5539: 4.15.3, App. B	Dual battery system or Manufacturers' standard ( <u>no</u> ether cold starting system) Batteries shall be properly sized based on vehicle manufacturer recommendations for anticipated electrical load and shall be compatible with the engine size.	X		
Permanently Installed Battery Charger	FAA: A2-2.c(2) ARP 5539: 4.15.3, App. B ARP 5564: A.2.10.3	Maintenance charging (0-10 amp capacity); Automatic cutoff; Connection: weather resistant and chassis mounted, adaptable to 110 volt electrical outlet, heavy duty, 20 amp capacity	X		
Engine Cooling	FAA: A2-2.c(3) ARP 5539: 4.8.1, App. B ARP 5564: A.2.3.1-2	Standard shall be provided. No special options required.	X		
Automatic Engine Shutdown	FAA: A2-2.c(4) ARP 5539: 4.8.10, App. B	Standard shall be provided. No special options required.	X		
Special Alternator	FAA: A2-2.c(5) ARP 5539: App. B	Standard shall be provided. No special options required.		X	
All-Wheel or Articulated Steering	FAA: A2-2.c(6) ARP 5539: 3.8.6, 4.7, 4.11, App. B ARP 5564: 3, A.2.6	Power-Assisted Steering		X	
Silicone Hoses	FAA: A2-2.c(7) ARP 5539: App. B	Not required			

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## EQUIPMENT SPECIFICATIONS CHECKLIST

*FAA AC 150/5220-20A "Airport Snow and Ice Control Equipment"*  
*SAE ARP 5539 "Rotary Plow With Carrier Vehicle"*  
*SAE ARP 5564 "Airport Runway Bronies"*  
*SAE ARP 5943 "Snowplows and Hitches"*

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
<b>Carrier Vehicle, Mechanical/Electrical</b>					
Engine Make and Model	ARP 5539: 3.22, 4.8 ARP 5564: 6.3, A.2.3	Chassis and auxiliary engines shall be same make. Supplier to specify in comments. Minimum 6 Cylinder.	X		
Engine	FAA: A1-3	Direct Fuel Injection, Mechanical Pump. Bare Engine Horsepower - sized appropriately to handle specified attachments (200 - 300 HP anticipated). <b>Supplier to Specify in Comments.</b>	X		
Transmission Make and Model	ARP 5539: 4.9.1 ARP 5564: A.2.4.1	Supplier to specify in comments.			
Starting Device	ARP 5539: 4.15.4 ARP 5564: A.2.10.4	Standard shall be provided: 12 volt electrical and starting OR; 12 volt electrical / 24 volt starting OR; 24 volt electrical and starting	X		
Extra Fuel Capacity	ARP 5539: 4.8.4, App. B ARP 5564: A.2.3.4	Not required			
Exhaust System Discharge	ARP 5539: 4.8.7 ARP 5564: A.2.3.7	Vertical/upward exhaust system discharge; Devices shall be installed to prevent snow and slush from entering vertical exhaust stacks.	X		
Governor	ARP 5539: 4.8.8	Engine Speed Regulated By A Governor Set To Provide Maximum Operating Speed recommended by the engine, driveline, and power train manufacturers.	X		
Brake System	ARP 5539: 4.10 ARP 5564: A.2.5	Hydraulic, Disc Brake	X		
Tire Chains	ARP 5539: App. B	Not required			
Voltage Converter	ARP 5539: App. B	Not required			

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SAE ARP 5539 "Rotary Plow With Carrier Vehicle"  
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Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Additional Corrosion Prevention	ARP 5539: App. B	Standard shall be provided. No special options required.	X		
Tow Chain	ARP 5539: App. B	Minimum link size of 1 inch, stored in carrier vehicle		X	
Tires	ARP 5539: 4.13b	Tires on each individual axle shall be of the same size. Tires shall have an aggressive tire tread.	X		
Spare Rim/Tire	ARP 5539: 4.13c ARP 5564: A.2.8c	Not required			
Hydraulic System	ARP 5539: 4.14 ARP 5564: A.2.9	System shall be capable of hydraulically positioning equipment through the entire range of its design limits, operating all controls simultaneously without a noticeable reduction in power response, and all controls shall be located in the vehicle cab.	X		
Hydraulic System: Pump(s) and Power Takeoff	ARP 5539: 4.14.1 ARP 5564: A.2.9.1	Pump(s) shall be ruggedly constructed & powered by the engine through a power takeoff. It shall have sufficient capacity to operate the hydraulic equipment specified herein under all operating conditions & speeds. Belt driven pumps should be avoided.	X		
Power Take-Off (PTO) (Engine/Cab End)	ARP 5539: 3.62, 4.14.1 ARP 5564: 3, 5.5, A.2.9.2	Supplier to specify in comments. Mechanical - Anticipated 540/1000 RPM; Electro-Hydraulic Engagement and Interchangeable 1-38" Diameter Shaft. <b>Shall be capable of handling attachments as specified.</b>	X		
Hydraulic System: Lines and Fittings	ARP 5539: 4.14.2 ARP 5564: A.2.9.2	Standard shall be provided. Commercial Quality	X		

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*SAE ARP 5539 "Rotary Plow With Carrier Vehicle"*  
*SAE ARP 5564 "Airport Runway Brooms"*  
*SAE ARP 5943 "Snowplows and Hitches"*

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Hydraulic System: Fluid Tank	ARP 5539: 4.14.3 ARP 5564: A.2.9.3	Tank shall have a filler neck consisting of a strainer, drain plug, shutoff valve, air vent and baffles. Capacity shall exceed the volume of oil required of any combination of attachments by 50%. Fluid Level verification & oil level warning device required in vehicle cab.	X		
External Power Connector	ARP 5539: App. C	Not Required			
Electrical System	ARP 5539: 4.15 ARP 5564: A.2.10	Shall be negatively grounded; parts shall be waterproof, easily accessible, securely mounted, and protected against extreme temperatures, physical damage, snow, oil, and corrosion. Wiring shall be made of stranded conductors with a capacity exceeding the anticipated maximum circuit loading. All electrical circuit wires shall be identified by color or number along their entire length. The wiring codes shall match information to be provided in the supporting service manuals.	X		
Power Supply	ARP 5539: 4.15.2 ARP 5564: A.2.10.2	Self regulating electric alternator(s) having output capacity that exceeds anticipated electrical loads by 20%. Electrical load analysis worksheet shall be provided to at delivery showing electrical loads.	X		
Backup Alarm	ARP 5539: 4.15.6 ARP 5564: A.2.10.6	Installed at the rear of the Carrier Vehicle activated whenever transmission is placed in reverse. Alarm shall be a SAE J994, Type B. Provide Override Switch in Cab.		X	

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Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
<b>Carrier Vehicle, Quick Disconnect Hitches (Operating Carrier Vehicle Below -40°F Or Storing Outside Or In Unheated Building)</b>					
Automatic/Remote Hitch	FAA: A2-2.d(1) ARP 5539: App. B	Quick Hitch; Interchangeable (Front); 3-Point where applicable. Hitching & unhitching electronic controls located in the cab; an additional hydraulic, pneumatic, or mechanical locking/unlocking device shall be installed to ensure safe & positive final coupling. Shall be capable of mating equipment to vehicle attachment points even when minor angular differences exist.	X		
Semi-Automatic Hitch	FAA: A2-2.d(2) ARP 5539: App. B	(See Above)			
<b>Carrier Vehicle Cab, General (Operating Carrier Vehicle Below -40°F Or Storing Outside Or In Unheated Building)</b>					
Additional Door Handles	FAA: A2-2.b(1) ARP 5539: App. B	Standard shall be provided. No special options required.	X		
Auxiliary Cab Heater and Circulating Fans	FAA: A2-2.b(2) ARP 5539: 4.17.7, App. B ARP 5564: A.2.12.7	Auxiliary circulating fans located inside cab	X		
Cab Insulation Upgrade	FAA: A2-2.b(6) ARP 5539: 4.17.1, App. B ARP 5564: A.2.12.1	Standard shall be provided. No special options required.	X		
Air Horn	FAA: A2-2.b(7) ARP 5539: 4.15.7, App. B ARP 5564: A.2.10.7	Not Required. Electric horn acceptable.			
<b>Carrier Vehicle Cab, General</b>					
Cab Air Conditioning System	ARP 5539: App. B	Standard shall be provided. No special options required.	X		
Clock	ARP 5539: App. B	Standard shall be provided. No special options required.	X		

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 SAE ARP 5943 "Snowplows and Hitches"

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Communications Equipment Space (Radio Equipment and Transceivers)	ARP 5539: 4.17.2, App. B ARP 5564: A.2.12.2	Provide convenient space, 'harness' & wiring for installation of a pair of transceivers (aviation band radio equipment) in a convenient location in cab and exterior mounted antenna, Owner will provide & install radio equipment.		X	
Radio		Not Required.			
<b>Vehicle Cab, Additional Lighting</b>					
Auxiliary Cab Dome Light	ARP 5539: App. B	LED	X		
Roof Mounted and Side View Mirror Mounted Lights	ARP 5539: 4.16, App. B	Roof Mounted Minimum. Side View Mirror Mounted desired if Standard.	X		
Door Lights	ARP 5539: App. B	LED	X		
High Intensity Strobe Beacon	ARP 5539: 4.16c, App. B	One revolving yellow beacon or flashing strobe, LED (minimum); To Be mounted on top of carrier vehicle cab	X		Dual Beacons on top of Cab
HID Lights	ARP 5539: App. B	Not required			
All LED Sealed Wiring Lighting System	ARP 5539: 4.16 ARP 5564: A.2.11	All lights shall be LED, unless otherwise required by Federal Motor Vehicle Safety Standards (FMVSS)	X		
<b>Carrier Vehicle Cab, Mirrors and Windows (Operating Carrier Vehicle Below -40°F Or Storing Outside Or In Unheated Building)</b>					
Remote Control for Exterior Mirrors	FAA: A2-2.b(3)(a) ARP 5539: 4.17.6 ARP 5564: A.2.12.6	Standard shall be provided. No special options required.		X	
Electrically Heated Exterior Mirrors	FAA: A2-2.b(3)(b) ARP 5539: 4.17.6 ARP 5564: A.2.12.6	Standard shall be provided. No special options required.		X	

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SAE ARP 5943 "Snowplows and Hitches"*

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Heated Windshield	FAA: A2-2.b(4)(a) ARP 5539: 4.17.5 ARP 5564: A.2.12.5	Standard shall be provided. No special options required.		X	
Extra Window in Lower Part of Cab Doors	FAA: A2-2.b(4)(b) ARP 5539: App. B	Standard shall be provided. No special options required.		X	
Reverse Slope Windshield	FAA: A2-2.b(4)(c) ARP 5539: App. B	Not required.			
<b>Vehicle Cab, Windows</b>					
Grooved Windshield	ARP 5539: App. B	Not required			
Sliding Rear Windows	ARP 5539: App. B	Not required			
Tinted Windshield and Windows	ARP 5539: 4.17.5, App. B ARP 5564: A.2.12.5	Tinted as allowable per FMVSS and DOT standards		X	
Windshield Wipers	ARP: 5539: 4.17.5	One or more variable speed intermittent operating wipers (standard or wet arm)	X		
Liquid Deluge System for Side Windows, Windshield, and Rear View Mirror	ARP 5539: 4.17.5, App. B ARP 5564: A.2.12.5	System for Front windshield; 1.5 gallon minimum capacity, easy accessible fill, min. 75% windshield coverage	X		
Side Window Wipers	ARP 5539: App. B	Not required			
<b>Carrier Vehicle Cab, Seats (Operating Carrier Vehicle Below -40°F Or Storing Outside Or In Unheated Building)</b>					
Heated Driver Seat	FAA: A2-2.b(5) ARP 5539: App. B	Not required			
<b>Vehicle Cab, Seats</b>					
Bostrom "T" Seat	ARP 5539: App. B	Not required			

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SAE ARP 5943 "Snowplows and Hitches"

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Arm Rests for Operator Seat	ARP 5539: App. B	Both left and right sides of driver seat	X		
Air Suspension Operator Seat	ARP 5539: 4.17.4, App. B ARP 5564: A.2.12.4	Standard shall be provided. No special options required.	X		
<b>High Speed Rotary Plow (Snowblower)</b>					
Make and Model		Supplier to specify in comments			
Auxiliary Engine Make and Model	ARP: 5539: 3.22	Dual engine system or Manufacturer's Standard; Supplier to Specify in comments.		X	
Hitch	ARP: 5539: 3.38	See Carrier Vehicle Hitch Requirements. Front Mount on Carrier Vehicle. Hitch Stand or Manufacturer's Standard.	X		3 pt. Hitch for front of tractor
Horsepower	ARP: 5539: 3.39 to 3.41	Minimum 200 HP Direct Drive Gearbox or Comparable Manufacturer's Standard. Supplier to specify in comments.	X		150 hp - 220 hp rating
Single-Stage or Two-Stage	FAA: 3-1 a,b,c ARP 5539: 3.80, 3.114, 4.1, 4.3	Two-stage (desired), Double Auger	X		two stage
Other Operational Requirements	ARP 5539: App. C	Minimum 108" Cutting Width Desired 48" Cutting Height - Supplier to specify in comments	X		
Snow Casting Assembly	ARP 5539: 3.82, 3.84, 4.2.4, 4.3.6	Must be capable of rotation to allow casting left or right; Chuts shall be controllable by operator in cab of vehicle.	X		
Rotary Head Assembly	ARP 5539: 4.2.5, 4.3.7	Capable of raising rotary head assembly a minimum of 8 inches from pavement	X		

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Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Anticipated Uses and/or Features	FAA: A3-1 ARP 5539: 4.4a	Cast snow from the aircraft movement area in both large and small storms			
Size of Priority 1 Paved Area	FAA: A3-2	1,480,000 S.F.			
Capacity	FAA: A3-3 ARP 5539: 4.4b	Min. 733 tons/hr	X		
Casting Distance	FAA: A3-4 ARP 5539: 4.4c	75 ft @ snow weight of 25 lbs/ft <sup>3</sup> DESIRED Supplier to specify in comments.	X		
Anticipated Speed of Operation	FAA: A3-5 ARP 5539: 4.4d	10-25 MPH	X		
Maximum Turning Radius	ARP 5539: 3.112, 4.4e	75 feet wall-to-wall maximum	X		
Unusual Conditions, Problems, or Obstructions	FAA: A3-6 ARP 5539: 4.4c	None expected			
Ice Breaking Teeth on Auger Ribbons	FAA: A3-7 ARP 5539: App. C	Not required			
Complete Set of Replacement Caster Wheels, Tires, Bearings, and Axle Assemblies	FAA: A3-7 (other/optional equipment)	Not required			
<b>High Speed Rotary Plow (Operating Carrier Vehicle Below -40°F Or Storing Outside Or In Unheated Building)</b>					
Engine-Jacket Water Heater	FAA: A2-3 a(1) ARP 5539: App. B	As Applicable, 1000 watt unit		X	
Engine Oil Pan Heater	FAA: A2-3 a(2) ARP 5539: App. B	As Applicable, 300 watt unit		X	

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 SAE ARP 5943 "Snowplows and Hitches"

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Battery Block Heater/Warmer Pad	FAA: A2-3 a(3) ARP 5539: App. B	As Applicable, 500 watt unit		X	
Spot Casting and Loading Chute	FAA: A2-3 b ARP 5539: 3.84, App. B	Spot casting chute shall be provided		X	
<b>Broom (Airblast NOT Required)</b>					
Make and Model		Supplier to specify in comments			
Anticipated Uses and/or Features	FAA: A6-1 ARP 5564: 4	Clear snow, slush, and ice in winter and dirt, debris and F.O.D. in summer from airport runways, taxiways, and ramp areas			
Size of Priority 1 Paved Area	FAA: A6-2	1,480,000 S.F.			
Time Required To Sweep Primary Surface Areas	FAA: A6-3	3 hours			
Sweeper Speed Needed To Meet Clearance Time	FAA: A6-4 ARP 5564: 6.1, App. A	up to 25 MPH	X		
Broom Configuration/Type of Sweeper Desired	FAA A6-5 ARP 5564: 5.3, 5.5	Front Mount Multi Purpose, Push Type	X		
Brush Swept Path	FAA: 6-3 ARP 5564: 6.1, App. A	Supplier to specify in comments	X		144" sweep path
Snow Moving Capacity & Surface Area Swept Rate	ARP 5564: 6.1, App. A	Supplier to specify in comments (tons/hr & SF/hr respectively)	X		

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Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Broom Power Supply Horsepower	ARP 5564: 6.1, 6.3, App. A	Supplier to specify in comments; Horsepower (PTO)		X	
Size of Broom	FAA: 6-3, A6-7 ARP 5564: 6.1, App. A	14 ft long, 36 in. diameter	X		144" wide
Type of Brush, Bristle Type and Configuration	FAA: A6-8 ARP 5564: 6.1, 6.13, App. A	50/50 poly/wire (13 lb heavy duty wire) Wafer Bristles	X		
Brush Rotation Speed	ARP 5564: 6.1, App. A	325 RPM min.	X		
Brush Available Torque	ARP 5564: 6.1, App. A	Supplier to specify in comments; 1,600 foot-pounds min desired	X		
Brush Angle	ARP 5564: 6.8	Angling mechanism shall be power actuated & controlled by operator in cab; Shall be capable of swinging at least 30° left & right. Angling shall not change brush pattern.	X		
Caster Tire Assembly	ARP 5564: 6.12	Supplier to specify manufacturer's standard in comments Caster wheels shall be capable of revolving a full 360 degrees.		X	
Hydraulic System	ARP 5564: 6.16	Standard shall be provided. No special options required.	X		
Finish and Paint	ARP 5564: 6.18	Manufacturer's Standard; NON-Glare Finish preferred.	X		

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Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
<b>Broom Engine Assembly (or Power Supply) / Electrical</b>					
Auxiliary Engine Make and Model	ARP 5564: 6.3, 6.10, A.2.3	Supplier to specify in comments. Dual engine system or Manufacturer's Standard. The brush head shall be hydrostatic drive with infinitely variable speed hydraulic pump(s) and fixed displacement motor(s).		✓	
Gearbox(s)	ARP 5564: 6.10	If utilized, shall be made with precision gears, AGMA 10 rating minimum, and a method for checking oil level without the use of tools		✗	
Exhaust System Discharge	ARP 5564: 6.3	Vertical/upward exhaust system discharge		✗	
Starting Device	ARP 5564: 6.5	As applicable, Match Carrier Vehicle		✓	
On-Board Self-Regulating Battery Charger	ARP 5564: 6.5	Standard shall be provided. No special options required.		✗	
<b>Broom (Additional/Optional Equipment)</b>					
Specialized Tools	FAA: 6-4.d(1) ARP 5564: 6.22	Tools required for routine servicing shall be provided		✗	
Cold Weather Package	FAA: 6-4.d(2) ARP 5564: 6.1, 6.22	Manufacturer's Standard. Supplier to specify in comments.		✗	
Central Drain Lines for All Fluids for Broom Portion	ARP 5564: 6.22	Standard shall be provided. No special options required.		✗	
Spare Brush Core Assemblies	ARP 5564: 6.22	Not required			

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Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Optional Brush Wafers and Cassettes	FAA: 6-4 d(3) ARP 5564: 6.22	one set spare wafers ( <u>no</u> cassettes); 13 lbs heavy duty wire wafers		X	
Complete Spare Set of Boxed Refill Bristle Wafers with Spacers	ARP 5564: 6.22	Not required			
Set of 4 Brush Carts for Easy Brush Core Loading	ARP 5564: 6.22	Not required			
Brush Speed Tachometer with Digital Readout in Cab	ARP 5564: 6.22	Standard shall be provided. No special options required.		X	
Brush Hydrostatic Pressure Gage with Digital Readout in Cab	ARP 5564: 6.22	Not required			
Complete Set of Replacement Caster Wheels, Tires, Bearings, and Axle Assemblies	ARP 5564: 6.22	Not required			
LED Marker Lights	FAA: 6-4 d(4) ARP 5564: 6.22	Not required			
Rear View Camera	ARP 5564: 6.22	Not required			
Automatic Lubrication System for All Possible Grease Points	FAA: 6-4.d(5) ARP 5564: 6.22	Standard shall be provided. No special options required.		X	
Fire Extinguisher	FAA: 6-4 d(6), A6-12.j ARP 5539: 4.17.3 ARP 5564: A.2.12.3, 6.22	One 10-pound, 2A-10BC interior mounted (secured in carrier vehicle cab).		X	
Automatic Dry Chemical ABC Fire Suppression System	ARP 5564: 6.22	Not required			
Snow Shed/Shield Hood (Brush Hood)	ARP 5564: 3, 6.11, 6.22	Standard shall be provided. No special options required.	X		

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SAE ARP 5564 "Airport Runway Brooms"  
SAE ARP 5943 "Snowplows and Hitches"

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Brush Head Vibrator	ARP 5564: 6.22	Not required			
Automatic Brush Pattern Control	ARP 5564: 6.9, 6.22	Not required			
Brush Speed Control By Ground Control	FAA: 6-4.d(7) ARP 5564: 6.22	Standard shall be provided. No special options required.			
FOD/Debris Pickup Box with Cab Controls	FAA: 6-4.d(8) ARP 5564: 6.22	Not required			
Quick Disconnect, Quick Hitch	FAA: A6-12.b ARP 5564: 6.7	Shall be provided for all controls, hydraulic hoses/lines, electrical cables, drivelines, and instrumentation as applicable.	X		
Broom Hitch	ARP 5564: 5.6, 6.7	Interchangeable Quick Hitch. Stand. Broom oscillation shall provide true flotation left to right for brush head & shall have at least 8 degrees (+4, -4) of free floating oscillation from left to right.	X		
Hydrostatic and Hydraulic Test Equipment	FAA: A6-12.e	Not Required			
Hydraulic Jack	FAA: A6-12.f ARP 5539: 4.20.7, 4.20.9 ARP 5564: A.2.15.7, A.2.15.9	Standard shall be provided. No special options required. (see Requirement under Carrier Vehicle, General)		X	
Maintenance Free Batteries	FAA: A6-12.g	Standard shall be provided. No special options required.		X	
Automatic Shut Down Devices	FAA: A6-12.i ARP 5564: 6.3, 6.16	Standard shall be provided. No special options required.	X		
Engine Temperature & Hydrostatic Pressure Loss Warning Devices	FAA: A6-12.k	Standard shall be provided. No special options required.		X	

# OFFICIAL BID BOOKLET

YORK MUNICIPAL AIRPORT (JYR)  
YORK, NE  
SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION  
AIP 3-31-0104-015

### EQUIPMENT SPECIFICATIONS CHECKLIST

FAA AC 150/5220-20A "Airport Snow and Ice Control Equipment"  
SAE ARP 5539 "Rotary Plow With Carrier Vehicle"  
SAE ARP 5564 "Airport Runway Brooms"  
SAE ARP 5943 "Snowplows and Hitches"

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
<b>Snowplow (Displacement Plow)</b>					
Make and Model		Supplier to specify in comments			
Anticipated Uses and/or Features	FAA: A1-1, A4-1	Move snow during large and small snowfall events at the airport; Clear snow, slush, and ice in winter from airport runways, taxiways, and ramp areas			
Size of Priority 1 Paved Area	FAA: A4-2	1,480,000 S.F.			
Type of Plow	FAA: 4-2a, A4-3 ARP 5943: 3.1	Front Mount, Double Flared (Batwing); High-Speed Power Reversible	X		Front mount 12' Angle Plow
Plow Size Specifications	FAA: A4-4, A4-10c	Length: 14 feet Height: Supplier to Specify in comments	X		12'
Anticipated Speed of Operation	FAA: A1-2.a, A4-5	0 to 25 MPH min.			
Unusual Conditions, Problems, or Obstructions to be encountered	FAA: A4-6	None expected			
Typical Snow Conditions	FAA: A4-7	Average Annual Snowfall = 27"			
Moldboard Steel or Non-Steel	FAA: A4-8	Non-Steel Polyethylene Moldboard	X		Steel Grade 10 Gauge

# OFFICIAL BID BOOKLET

YORK MUNICIPAL AIRPORT (JYR)  
YORK, NE  
SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION  
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## EQUIPMENT SPECIFICATIONS CHECKLIST

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Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Moldboard Assembly	ARP 5943: 3.1, 4.1.1d	<b>Polyethylene Moldboard, Flared Ends:</b> Shall be formed from 3/8" thick high molecular weight polyethylene sheet; ASTM D 638 test- min. of 250% elongation at the break; abrasion resistance rating ≤ 44 for VHMW & 15 for UHMW type polyethylene materials (ASTM G 75-01 sand slurry testing). New resin (recycled material NOT acceptable), ultra violet stabilized, & shall evidence no break following izod impact test (ASTM D 256A).	X		5/8 thickness
Moldboard Frame	ARP 5943: 3.1, 4.1.1d	Moldboard shall include reinforcing frame with top & bottom full-length reinforcing angle or other structure. The overhang shall be plow manufacturers standard; Supplier to Specify in comments.	X		
Cutting Edge Reinforcement	ARP 5943: 4.1.2	Shall consist of structural steel angle or other suitable structure with equally spaced reinforcement welded to the top of the angle for added strength.	X		
Moldboard Attack Angle Adjustment	ARP 5943: 4.1.3	Shall be incorporated to provide 65°, 75° and 85° settings (from ground plane to back of cutting edge).	X		
Cutting Edge Type	ARP 5943: 2.2.5, 4.1.4	Tungsten Carbide	X		High Carbon

# OFFICIAL BID BOOKLET

YORK MUNICIPAL AIRPORT (JYR)  
 YORK, NE  
 SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION  
 AIP 3-31-0104-015

## EQUIPMENTS SPECIFICATIONS CHECKLIST

FAA AC 150/5220-20A "Airport Snow and Ice Control Equipment"  
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Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Drive Frame	ARP 5943: 4.1.6	Shall be of either oscillating or floating design & readily detachable (not permanently affixed) from the push frame of the carrier vehicle. Floating drive frames must be capable of supporting the weight of the displacement plow, eliminating the transfer of the plow weight to the carrier vehicle's lift device. Shall connect to the moldboard at a minimum of four attachment points & to the chassis by means of an acceptable quick hitch.	X		
Shock/Impact Absorbers	ARP 5943: 4.1.7	An automatic cushioning device shall be installed between moldboard & drive frame to minimize damage to the moldboard, cutting edge, and carrier vehicle.	X		
Reversing Mechanism	ARP 5943: 4.1.8	Reversing shall be achieved by hydraulic cylinder(s) that are double acting, and either single or telescoping type. <u>Supplier to specify in comments.</u> <u>Standard Manufacturer's Equipment.</u> A relief system shall be provided and plumbed in series to minimize damage in the event of contact with immovable obstructions.		X	
Caster Wheel Assemblies	ARP 5943: 2.2.3, 4.1.9	Supplier to specify in comments; <u>Standard Manufacturer's Equipment.</u> Caster assemblies shall be capable of 360 degree rotation & equipped with spring loaded adjustable brake dampeners.		X	

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YORK, NE  
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SAE ARP 5539 "Rotary Plow With Carrier Vehicle"  
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SAE ARP 5943 "Snowplows and Hitches"

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Hydraulic Controls	ARP 5539: 4.17.10 ARP 5943: 4.1.10	Operation of the plow functions shall be accomplished through the use of hydraulic control valves activated by either pneumatic or electric systems. Pump & control valves must be adequately sized to operate all plow & carrier vehicle accessory functions. Controls must be conveniently located in vehicle cab within easy reach of operator and must be clearly and permanently marked.	X		
Support Stands	ARP 5943: 4.1.11	Shall be of sufficient strength to hold the plow's weight in the appropriate position & attitude during hitch and unhitch; Shall be equipped with a means for stowage out of the way during plow operation by means of a positive locking pin; Design of stands & locking device shall allow positive locking in the deployed position.	X		
Warning Labels	ARP 5943: 4.1.12, 8.1.3	Permanent labels are required at all pinch points on hitch and plow, torque at side plates, and any other appropriate instructions.	X		
Paint	ARP 5943: 4.1.13, 8.1.4	Supplier to specify in comments; Standard Manufacturer's Equipment (Include Color)	X		
Hitch	ARP 5943: 8	Interchangeable, Quick Hitch To be compatible with the other snow equipment attachments specified, as available	X		
Critical operating limitations	ARP 5943: 10	Critical operating limitations shall be posted near the plow controls on a permanent sign, decal or label within view of the operator.	X		
Complete Set of Replacement Cutting Edge (Blades)		1 complete set for snowplow attachment			

# OFFICIAL BID BOOKLET

**YORK MUNICIPAL AIRPORT (JYR)  
YORK, NE  
SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION  
AIP 3-31-0104-015**

**EQUIPMENT SPECIFICATIONS CHECKLIST**

FAA AC 150/5220-20A "Airport Snow and Ice Control Equipment"  
SAE ARP 5539 "Rotary Plow With Carrier Vehicle"  
SAE ARP 5564 "Airport Runway Brooms"  
SAE ARP 5943 "Snowplows and Hitches"

Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Complete Set of Replacement Caster Wheels		1 complete set for snowplow attachment, if applicable	X		
<b>Snowplow (Operating Carrier Vehicle Below -40°F Or Storing Outside Or In Unheated Building)</b>					
Moldboard Coatings	FAA: A2-4a	Not Required			
Snow Deflector Shield / Spray Guard	FAA: A2-4b, A4-9 ARP 5943: 4.1.5	Standard shall be provided. No special options required.	X		
<b>Snowplow (Displacement Plow) General Requirements, Lighting and Conspicuity</b>					
Hydraulic Lines	ARP 5943: 9	Where possible, hydraulic lines shall be steel tubing. Hydraulic hoses shall be kept to a max. 6-feet unless required by design. Lines & hoses shall be secured with proper clamps. No hydraulic lines or components shall be attached to or bundled with electrical cables or harnesses unless required for the operation of the components.	X		Hydraulic lines will be provided
Hydraulic Hose Connections	ARP 5943: 9	Shall be designed with dry break type connectors on both sides of the connection; each portion shall be equipped with caps/plugs equipped with safety devices to prevent loss of the caps/plugs; shall be designed so as to prevent inadvertent, improper or reversed connections; permanently & visibly label.	X		
Conspicuity Markings	ARP 5943: 9	Plows shall have DOT approved red or white reflective "sealed edge" conspicuity materials installed to delineate the extreme outer and upper dimensions of the plow on both front and rear surfaces. The reflective material shall be not less than 3 inches wide by 12 inches long with both horizontal and vertical elements to form an inverted "L" at the upper outer corners of the plow, or similar.	X		

# OFFICIAL BID BOOKLET

YORK MUNICIPAL AIRPORT (JYR)  
YORK, NE  
SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION  
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*FAA AC 150/5220-20A "Airport Snow and Ice Control Equipment"*  
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Equipment/Item	FAA AC/SAE ARP Spec Section	Selected Options/Parameters	Equipment Meets Specifications - Please Indicate		Comments (If "No", Must Provide Detailed Explanation)
			Yes	No	
Plow Markers	ARP 5943: 9	Place at each end; shall be not less than 2 feet high, flexible material & be brightly colored; Shall be easily replaceable.		X	
Complete Set of Replacement Markers	ARP 5943: 10	1 complete set for snowplow attachment	X		
Subcomponents	ARP 5943: 9	(caster wheel assemblies, caster wheels, etc) Shall be designed to limit the possibility that such subcomponents could become detached during operation. For threaded connections, design should prevent detachment in the event clamping forces are lost & should provide positive protection to prevent the nut from detaching from the bolt.		X	
Disassembly and Repair Tools	ARP 5943: 9	Provisions shall be made to disassemble and repair components with standard hand tools. Any special tools required for adjustments shall be provided with the plow at time of delivery.		X	
Marker Lights	ARP 5943: 13	Not required.			
Lights, Outer Edge	ARP 5943: 13	Not required.			
Lights, Connection to Carrier Vehicle	ARP 5943: 13	Not required.			
Lights, Electrical Wiring	ARP 5943: 13	Not required.			
<b>Carrier Vehicle with Snowplow, Snow Blower, and Snow Broom Attachments (Additional Equipment and Requirements)</b>					
Specialized Tools & Manuals		One (1) set of manuals, diagnostic tools, equipment, software, and programs shall be furnished for all equipment.	X		

END OF TECHNICAL SPECIFICATION

# OFFICIAL BID BOOKLET

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OFFICIAL BID BOOKLET

CERTIFICATE OF BIDDER REGARDING TAX DELIQUENCY AND FELONY CONVICTIONS

The Contractor must complete the following two certification statements. The Contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The Contractor represents that it is ( ) / is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Contractor represents that it is ( ) / is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an Contractor responds in the affirmative to either of the above representations, the Contractor is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Contractor therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

5/10/21  
 \_\_\_\_\_  
 Date  
 York Equipment Inc  
 \_\_\_\_\_  
 Company Name

Stephens Eimer  
 \_\_\_\_\_  
 Signature  
 Manager  
 \_\_\_\_\_  
 Title

**CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States;
  - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

OFFICIAL BID BOOKLET

York Municipal Airport (JYR)  
SRE Acquisition (2021)

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

May 10 2021  
Date

York Equipment Inc  
Company Name

[Handwritten Signature]  
Signature

Sales  
Title



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-136, Buy American Content Percentage Calculation Worksheet**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



**- CONFIDENTIAL -**  
**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**

Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each
				Pick one					
				Pick one					
				Pick one					
				Pick one					
				Pick one					
				Pick one					
				Pick one					
				Pick one					
				Pick one					
				Pick one					
				Pick one					

Company

Case IH

Date:

4/28/2021

Point of Contact  
(Provide address,  
telephone, fax, e-  
mail)

PRODUCT STRUCTURE  
Multi-Level Bill of Materials  
through level 2 only

Item:  
FAA Item Number

Address of Final Assembly Location

Total Material Cost	\$95,029.99
US Content, % *	61.62%
Other, %	38.38%

KM\_696110027\_T25R4P

Level (0, 1, 2)	Part Number	Description*	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin*		Other	
						Price/Unit of Measure	Cost/Each	Price/Unit of Measure	Cost/Each
1	T6MK04EE	PKG- SPEED COUNTERSHA	1	EA			\$10,780.62		\$4,737.67
1	6MK02FF20	ENGINE	1	EA			\$572.23		\$10,293.50
1	6MK02FF	MFD, NAO	1	EA			\$8,606.58		\$537.64
1	6MC10CT	FRONT AXLE, CL4.75 NON-SUSPENDED	1	EA			\$6,719.19		\$2,026.77
1	6MC03SN	CAB, STANDARD NA	1	EA			\$3,179.02		\$3,181.38
1	6MK18EA01	TIER 4 EXHAUST	1	EA			\$4,880.38		\$1,197.65
1	6MC08KE	620/70R42 R1W W/20X42 FS NAO	1	EA			\$3,804.44		\$2.49
1	6CC03ZZ02	STANDARD CAB FRAME	1	EA			\$2,995.03		\$7.12
1	6MC25BA	FRONT HITCH/PTO READY-CIH	1	EA			\$585.23		\$1,854.99
1	T6CC05PD	PKG- PTO/DIFF LOCK VA	1	EA			\$1,358.85		\$764.68
1	T6CC13SE01	PKG- 6 REMOTES W/O TB	1	EA			\$1,205.50		\$809.74
1	6MC11MB	420/90R30 R1W W/15X30 FS NAO	1	EA			\$2,004.48		\$7.43
1	T6CC07GC	PKG- FUEL TANK SUPPOR	1	EA			\$1,182.84		\$407.93
1	6CC06NB	CAT3 W/QC, LONG LWR LINK, MAN ADJ	1	EA			\$655.64		\$700.94
1	T6CC06NB	PKG-CAT3 TOP LNK BRAC	1	EA			\$1,080.64		\$224.55
1	6CC21FB01	FUEL TANK SUPPORTS-T4 PSHIFT	1	EA			\$1,052.48		\$238.81
1	6CC21FB	BATTERY BOX	1	EA			\$1,143.35		\$0.07
1	6MK04EE	40KPH TRANS W/O CREEP	1	EA			\$801.17		\$227.99
1	T6CC14JA01	PKG- STD FLOW PUMP 63	1	EA			\$629.77		\$254.46
1	T6MC13SE	TOP COVER- 6 STACK AS	1	EA			\$636.71		0
1	6MC10CT52	SINGLE GEROTOR AG STEERING UNIT	1	EA			\$232.47		\$323.58
1	6MC22NF	NARROW REAR FENDERS	1	EA			\$553.84		0
1	6MC26NA	NORTH AMERICA	1	EA			\$464.45		\$48.58
1	6CC20NB	HI CAP CAT3 DBAR, SUPPORT FOR CAMS W/SHLDR BOLT-STDRA	1	EA			\$39.85		\$470.67
1	T6CC04EE14	PKG SHAFT/A INTERNAL	1	EA			\$378.60		\$63.19
1	6MC04EE21	NAO - FPS MFH	1	EA			\$3.05		\$406.70
1	6CC07GC	AXLE, 120-4INCH	1	EA			\$24.40		\$367.97
1	6MC02ZZ35	AIR TO AIR AFTERCOOLER-WHEELED	1	EA			\$86.09		\$290.95
1	6CC27NF	MFD NARROW FENDERS	1	EA			\$331.34		\$30.78
1	T6CC06ZZ01	PKG- 2-95MM HITCH CYL	1	EA			\$65.86		\$284.10
1	T6MC01AA95	PKG-ISO MNT EXH.ASP H	1	EA			\$137.81		\$145.32
1	T6CC20NB	PKG- STD- FRONT DRAWB	1	EA			\$67.87		\$186.04
1	6MC02FF08	STD CAB ROOF AND FENDER LIGHTS	1	EA			\$194.39		\$56.33
1	6CC27SO	CAB ISO11783	1	EA			\$204.12		\$33.45
1	T6CC25ZZ01	PKG-FPTO & FRT HITCH	1	EA			\$233.40		0
1	6CC24AA01	NO SELECTION - PARTS INCL-PST-STD	1	EA			\$213.00		0
1	T6CC02FF24	PKG-RNG HSG. COVER, P	1	EA			\$181.09		\$27.47
1	6MC13SE21	3 PADDLES W/JOYSTICK	1	EA			\$6.23		\$188.73
1	T6CC02FF03	PKG, TRANS CNTL W/O CR	1	EA			\$142.75		\$48.22
1	6MC10CT20	NON-SUSP AXLE HYD W/PST	1	EA			\$155.10		\$0.22
1	6CC03ZZ07	STEPS-WHEELED NA	1	EA			\$122.26		\$29.06
1	6CC27RA	AM/FM/WB RADIO	1	EA			\$20.87		\$126.89
1	6MC27AG	AUTOGUIDANCE READY	1	EA			\$17.75		\$108.00
1	T6CC06ZZ22	PKG, HITCH SWAY STOP	1	EA			\$121.33		0
1	T6CC01AA85	PKG- STRG PST W/AUTO	1	EA			\$91.29		\$16.46
1	6CC18EA03	SCR SUPPORT - WHEELED	1	EA			\$0.00		\$106.97
1	6MC03ZZ04	EXTERIOR TRIM -WHEELED	1	EA			\$98.42		0
1	6MC01AA95	CAB ISOMOUNT SYS-PSHIFT	1	EA			\$50.52		\$38.48
1	T6CC27RH01	PKG-HYD MOTOR RETURN	1	EA			\$60.79		\$14.61
1	6CC05PD	DUAL SPEED PTO W/STD CLUTCH	1	EA			\$11.56		\$63.12
1	6MC13SE	6 CIRCUIT REMOTES W/FLOW CNTL	1	EA			\$20.23		\$44.06
1	6MC01AA55	FUEL HOSES W/O SEPAR FILTER	1	EA			\$38.00		\$26.28
1	6CC27BM	BEACON LIGHT RH/LH - EUR	1	EA			\$12.84		\$48.23
1	6CC27WM	EXTERNAL MIRRORS, WIDE ADJUSTABLE	1	EA			\$1.17		\$57.47
1	6MC02FF02	MAIN HEADLIGHTS	1	EA			\$0.00		\$55.44
1	6MC27CM	RH WINDOW BAR DISPLAY READY	1	EA			\$25.09		\$30.12
1	6MC02FF01	FLOOD LAMP CENTER	1	EA			\$2.88		\$45.99
1	T6CC19NB	PKG TRANS OIL HEATER	1	EA			\$42.81		0
1	6CC27NF02	4.75/5 FENDER BRACKET	1	EA			\$2.51		\$39.53
1	T6CC24AA01	PKG- NON-HYD T.B. B10	1	EA			\$39.07		0
1	6CC19NB	BLOCK HEATER/TRANS HTR NAO	1	EA			\$25.79		0
1	6MC27NF03	FENDER BUMPER STD AXLES	1	EA			\$17.06		\$1.79
1	6CC01AA41	MAT, RECIRC SHELF ROW	1	EA			\$0.01		\$16.75
1	6MC25ZZ08	FHPTO ELECTRICAL CONNECTORS -CIH ROW	1	EA			\$0.00		\$16.59
1	6CC21FB13	RH REAR FUEL TANK SUPPORT BRACKETS	1	EA			\$14.51		0
1	6CC27BU	BACKUP ALARM	1	EA			\$0.00		\$12.18
1	T6CC24AA	PKG, HTCH SUPRT, W/PN	1	EA			\$5.72		\$0.11
1	T6MC10CT	PKG-NONSUSPENDED AXLE	1	EA			\$4.35		0
1	T6CC01AA87	PKG, HYD NON P.B/EEC-	1	EA			\$4.21		0

1	T6CC10CT08	PKG-90 DEG STEERING D	1	EA			\$3.95		0
1	6CC27RH	HYDRAULIC RETURN	1	EA			\$3.62		0
1	6MC25BA05	FRONT HITCH/PTO-NON-SUSP	1	EA			\$3.05		0
1	6CC01AA22	RETROREFLECTIVE DECALS	1	EA			\$1.01		0
1	6CC24AA	NO SELECTION - PARTS INCLUDED	1	EA			\$0.94		0
1	T6MK02FF	PKG, HYD STEERING (TC	1	EA			\$0.70		0
1	6CC22NF04	REMOTE HITCH NAO ENG DECAL	1	EA			\$0.42		0
1	6CC27BU01	BACKUP ALARM W/SHORT SCREWS	1	EA			\$0.05		0
1	PL100MH		1	EA					\$5,129.11
							\$58,554.64		\$36,475.35

Items Listed in Federal Acquisition Regulation Part 25.104 may be counted as US Origin, however should include note stating that item is exempt in 25.104



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## **FAA Form 5100-137, Buy American Preferences – Final Assembly Questionnaire**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Buy American Preferences – Final Assembly Questionnaire

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To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

1. Please provide a description of the assembly process occurring at the specified final location in the United States.

Assembly occurs at 2701 Oakes Road Sturtevant, WI 53177. The manufacturing plant houses the many various supply chain components which are placed on assembly lines for efficient production.

2. Please describe the final assembly process and its various operations.

Process is assembly line in nature. This consists of paint areas, CNC machines, electrical component and other supply chain components being brought together for final customer ready product.

3. How long does the final assembly process take to complete?

Roughly 2 hours

4. Please provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.

Water, electricity, human labor, robots, computers, and various high tech equipment such as CNC etc.

5. How many employees are involved in the final assembly process and what is the general skill level of those employees?

500 employees are present in the Racine facility. They range from novice to highly skilled.

6. What type of equipment is used during the final assembly process?

Assembly track, Lift assist units for heavy items being manipulated into place by workers. Overhead cranes.

7. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

\$75000- \$100000

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The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: Clinton Jenkins

Name: Clinton Jenkins



U.S. Department  
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**Federal Aviation  
Administration**

## **FAA Form 5100-136, Buy American Product Content Percentage Worksheet**

### **Paperwork Reduction Act Statement**

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**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**

**Buy American Product Content Percentage Worksheet**

Company Name: Kage Innovation Date: 06/01/2021  
 Address: 502 Simmon Dr. Point of Contact: Daniel Stephan  
 Telephone: 651-433-4628 Fax: Email: Dan@kageinnovation.com

**Product Structure:** Multi-Level Bill of Materials (through level 2 only)  
**FAA Eligible Item:** No FAA Item Number (if applicable):  
 Total Material Cost: \$ 15,680 US Content (%) (attach Certificate of Origin, US Customs Form 434, if applicable): 87.3 Other (%): 12.6  
 Address of Final Assembly Location: 502 Simmon Dr. Osceola WI. 54020

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: Daniel Stephan  
Digitally signed by Daniel Stephan  
Date: 2021.06.01 11:12:27 -0500'

Name: Daniel Stephan

**Instruction:** Items listed in Federal Acquisition Regulation Part 25.104 may be counted as US Origin but should include a note stating the item is exempt in 25.104.

**Level codes:** Level 0 is the final product; Level 1 is a component; Level 2 is a sub-component.

Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each
0	KBSS14	Kage System 14' SS	1	1	\$ 15,680	\$ 15,680	\$ 15,680		
1	KBSSB	SS Plow	1	1	\$ 13,980	\$ 12,205		\$ 1,775	

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Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each
1	SKSS	SS SnowKage	1	1	\$ 4,485	\$ 4,485	\$ 4,485		



U.S. Department  
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Administration**

## **FAA Form 5100-137, Buy American Preferences – Final Assembly Questionnaire**

### **Paperwork Reduction Act Burden Statement**

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## **FAA Form 5100-136, Buy American Product Content Percentage Worksheet**

### **Paperwork Reduction Act Statement**

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**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**

**Buy American Product Content Percentage Worksheet**

Company Name: HitchDoc  
 Address: 131 County Road 34E, Jackson, MN 56143  
 Telephone: 507-847-4049 Fax: (507) 847-4067  
 Date: 06/02/2021  
 Point of Contact: Eric Boughey  
 Email: eric@hitchdoc.com

**Product Structure:** Multi-Level Bill of Materials (through level 2 only)  
**FAA Eligible Item:** Snow Blower for Case Tractor FAA Item Number (if applicable):  
 Total Material Cost: \$ 8,721 US Content (%) (attach Certificate of Origin, US Customs Form 434, if applicable): 86 Other (%): 14  
 Address of Final Assembly Location: 131 County Road 34E, Jackson, MN 56143

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Digitally signed by Eric Boughey  
Date: 2021.06.08 12:33:35  
+05'00'

**Eric Boughey**

Signature: \_\_\_\_\_

Name: Eric Boughey

**Instruction:** Items listed in Federal Acquisition Regulation Part 25.104 may be counted as US Origin but should include a note stating the item is exempt in 25.104.

**Level codes:** Level 0 is the final product; Level 1 is a component; Level 2 is a sub-component.

Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each
0	HDS821	Snow Blower- 3 point	1	Each					
1	HDS810	Blower Body	1	Each	\$ 2,835	\$ 2,835	\$ 2,835		

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Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each
2	HDS830	Fan Weldment	1	Each	\$ 616	\$ 616	\$ 616		
2	HDS977	Lower 3pt Weldment	2	Each	\$ 146	\$ 292	\$ 146		
2	HDS974	Upper 3pt Weldment	1	Each	\$ 146	\$ 146	\$ 146		
2	7521	Gearbox	1	Each	\$ 1,030			\$ 1,030	\$ 1,030
2	HDS320	Auger Weldment	2	Each	\$ 484	\$ 968	\$ 484		
2	HDS215	Auger Flighting	4	Each	\$ 29	\$ 117	\$ 29		
2	HDS478	Chute Assembly	1	Each	\$ 720	\$ 720	\$ 720		
1	HDS639	PTO Shaft	1	Each	\$ 297	\$ 297	\$ 297		



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## **FAA Form 5100-137, Buy American Preferences – Final Assembly Questionnaire**

### **Paperwork Reduction Act Burden Statement**

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OF THE FREEDOM OF INFORMATION ACT**

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**Buy American Preferences – Final Assembly Questionnaire**

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To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name: HitchDoc

Date: 06/02/2021

FAA Eligible Item: Snow Blower for Case Tractor

FAA Item Number (if applicable):

Address of Final Assembly Location: HitchDoc- 131 CR 34E, Jackson, MN 56143

1. Provide a description of the assembly process occurring at the specified final location in the United States.
  - a. Describe the final assembly process and its various operations.

After all the parts are painted their proper colors the parts are moved to the assembly area. In assembly we install the augers, drive sprockets/chains, drive shaft and gearbox. After they are installed we add gear oil, install 3pt. arms, chute assembly and hydraulic hoses. Decals are then applied.
  - b. How long does the final assembly process take to complete?

8 hours
2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
  - a. How many employees are involved in the final assembly process and what is the general skill level of those employees?

2 employees are involved and their skill level is very good. Supervisors are in the immediate area to oversee assembly and to answer any questions.
  - b. What type of equipment is used during the final assembly process?

Basic hand tools and overhead crane
  - c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

\$2,000

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The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: Eric Boughey  
Digitally signed by Eric Boughey  
Date: 2021.06.08 12:31:30  
-05'00'

Name: Eric Boughey

# Buy America Waiver Request

Title 49 U.S.C Section 50101 (b)

## For Equipment and Vehicles (ARFF and SRE) Procured under the Airport Improvement Program (3600-TRT)

### Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101 (b)(1), Section 50101 (b)(2), Section 50101(b)(3) or Section 50101(b)(4). The Owner's approval of the bidders request is contingent upon Federal Aviation Administration (FAA) approval with the waiver request. The bidder must select one of the following applicable waiver provisions:

- Section 50101(b)(1): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(1). Applying subsection 50101 (a) *Preference*, would be inconsistent with the public interest. (See approval level below).
- Section 50101(b)(2): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(2). The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality. (See approval level below).
- Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3). The bidder further certifies 88.3 % of the cost of components and subcomponents comprising the facility are produced in the United States and that final assembly occurs with the United States. (*Bidder must attach a copy of the component cost calculation table*).
- Section 50101(b)(4). Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%.

### Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

M-B Companies, Inc.

*Bidder's Firm Name*

5/24/2021

*Date*

*Signature: Steve Mueller*

**Approval level for Waivers:**

Please note that approval of waivers listed under (b)(1) & (2), can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices.

**Instructions for Section 50101(b)(3) Waiver:**

1. "Equipment" in Section 50101 shall mean AIP-funded vehicle or single piece of equipment.
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request. The component breakout shall be along major elements/systems of the equipment.
3. Components are the material and products directly incorporated into the "vehicle" at the place of final assembly.
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the USA. FAA will not approve a waiver for products made with non-domestic steel.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide sufficient documentation that indicates origin of manufacturer and percentage of domestic manufactured product.
7. The bidder is hereby advised there is no implied or expressed guarantee that the Federal Aviation Administration (FAA) will approve any requested waiver. The FAA CANNOT concur with any waiver request for less than 60% US component participation.

**Instructions for Section 50101(b)(4) Waiver:**

1. This waiver is rarely applied. Consult Owner before making this request.
2. Prepare detailed proposal costs using domestic product(s) and the overall project cost. Prepare detailed alternate proposal costs of the non-domestic product(s) and the overall project cost. If the proposal with domestic product(s) is more than 25% of the proposal with non-domestic product(s), the bidder may request a waiver under 50101(b)(4).
3. Bidder must attach adequate documentation that supports the use of domestic products results in an increase in the overall project costs that exceeds 25%. The bidder must certify under signature and date that the submittal information is correct and accurate.

**North America Free Trade Act (NAFTA)**

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.





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## **FAA Form 5100-136, Buy American Product Content Percentage Worksheet**

### **Paperwork Reduction Act Statement**

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- CONFIDENTIAL -

**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**

**Buy American Product Content Percentage Worksheet**

Company Name: M-B Companies, Inc. Date: 05/24/2021  
 Address: 201 MB Lane, Chilton, WI 53014 Point of Contact: Steve Mueller  
 Telephone: 920-898-1077 Fax: (920) 849-2629 Email: Steve.Mueller@aebi-schmidt.com

**Product Structure:** Multi-Level Bill of Materials (through level 2 only)

FAA Eligible Item: 3600-TRT Broom FAA Item Number (if applicable): n/a

Total Material Cost: \$ 32,110 US Content (%) (attach Certificate of Origin, US Customs Form 434, if applicable): 88.3 Other (%): 11.7

Address of Final Assembly Location: 201 MB Lane, Chilton, WI 53014

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: Steve Mueller  
Digitally signed by Steve Mueller  
Date: 2021.05.24 13:19:34  
+05'00'

Name: Steve Mueller

**Instruction:** Items listed in Federal Acquisition Regulation Part 25.104 may be counted as US Origin but should include a note stating the item is exempt in 25.104.

**Level codes:** Level 0 is the final product; Level 1 is a component; Level 2 is a sub-component.

Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each
0	not issue	3600 TRT Broom	1	each	\$ 43,986	\$ 38,830	\$ 28,346	\$ 5,156	\$ 3,764
1	not issue	Broom Assembly Group	1	each	\$ 41,522	\$ 36,655	\$ 26,758	\$ 4,867	\$ 3,553

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NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**

Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each
2	not issue	Frame Assembly	1	each	\$ 15,932	\$ 15,652	\$ 11,426	\$ 280	\$ 204
2	not issue	Caster Assembly	1	each	\$ 3,871	\$ 2,786	\$ 2,034	\$ 1,085	\$ 792
2	not issue	Drive Assembly	1	each	\$ 21,720	\$ 18,218	\$ 13,299	\$ 3,502	\$ 2,556
1	not issue	Hitch Assembly Group	1	each	\$ 2,463	\$ 2,174	\$ 1,587	\$ 289	\$ 211



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## **FAA Form 5100-137, Buy American Preferences – Final Assembly Questionnaire**

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**-- CONFIDENTIAL --  
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**Buy American Preferences – Final Assembly Questionnaire**

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To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name: M-B Companies, Inc.

Date: 05/24/2021

FAA Eligible Item: 3600 TRT Broom

FAA Item Number (if applicable): n/a

Address of Final Assembly Location: 201 MB Lane, Chilton, WI 53014

1. Provide a description of the assembly process occurring at the specified final location in the United States.
  - a. Describe the final assembly process and its various operations.

Manufactured components plus purchased components are brought to Chilton final assembly area where they are painted as needed, and assembled in the final product.
  - b. How long does the final assembly process take to complete?

150 man hours
2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
  - a. How many employees are involved in the final assembly process and what is the general skill level of those employees?

Approximately 6-8 employees work on any given unit during assembly.
  - b. What type of equipment is used during the final assembly process?

Painting equipment, power and hand tool, hoists and cranes.
  - c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

\$12,000.00

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The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

**Steve Mueller** Digitally signed by Steve Mueller  
Date: 2021.05.24 13:21:09 -05'00'

Signature: \_\_\_\_\_

Name: Steve Mueller, M-B Companies, Inc.



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2/12/2021

Jeffrey Thoms, Strategic Buyer Lead  
MB Companies MB Airport Maintenance Products  
201 M-B Lane | Chilton, WI 53014 | USA

Jeffrey,

The intent of this Letter is to confirm that if M-B Companies requests USA mill-sourced materials, we will provide only USA sourced materials, along with mill certificates for the materials purchased. All purchases are subject to Russel Metals Williams Bahcall Inc. terms and conditions.

Regards,

*Steve DeBot*

Steve DeBot  
Controller

# OLYMPICSTEEL

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6425 State Street, Bettendorf, IA 52722 • 563.332.7785 • 563.449.3001 Fax

8/7/2020

Jeff Thoms,

Olympic Steel will adhere to the request from M-B Companies to supply American or US Steel Products when requested. Olympic Steel reserves the right to review any and all orders that require to have a specific country of origin to verify stock is available at time of order. Olympic Steel will communicate to M-B Company if there are any concerns with a purchase order and the country of origin. All orders and quotes from Olympic Steel are subject to Olympic Steel's terms and conditions.

Best Regards,



Jeff Johnson  
Regional Sales Manager  
Olympic Steel Iowa  
[jeff.johnson@olysteel.com](mailto:jeff.johnson@olysteel.com)  
Direct: 563-449-3701  
Cell: 563-650-9861

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<https://olysteel.com>

Green Metals | Chicago Tube & Iron | Integrity Stainless | McCullough Industries



**YOUR PARTNER IN PRODUCTION**

2.12.20

Jeff Thoms

Buyer

M-B Companies-Airport Maintenance Products

1200 Park Street Chilton, WI 53014

Good Morning Jeff,

Lapham-Hickey Steel will adhere to the request from M-B Companies to supply American or US Steel Products when requested and noted on purchase order or quotes. Lapham-Hickey reserves the right to review any and all orders that require to have a specific Country of Origin to verify stock is available at time of order. Lapham-Hickey will let M-B Company know if there are any concerns with a Purchase Order and the Country of Origin if the purchase orders are noted as such. All orders and quotes from Lapham-Hickey are subject to the Lapham-Hickey Steel terms and conditions.

Best Regards,

Steve Ford Jr

Account Manager

920-376-0964



## **Alro Steel**

*part of the Alro Team*

43 E. 10th Avenue  
Oshkosh, WI 54902-6001  
tel: (920) 231-7200  
fax: (920) 231-0743  
www.alro.com

ISO 9001:2008

02/10/2021

Jeff Thoms,

Alro Steel is in receipt of your request to provide products produced in the United States. Upon receipt of each Purchase Order Alro will review the items to ensure this requirement can be met.

Alro will notify M-B companies in the event they cannot supply material as requested.

Thank you,

Tonya Huisman  
General Manager  
Alro Steel – Oshkosh  
800-236-2040

**the Alro Team**

**BID TABULATION**  
**YORK MUNICIPAL AIRPORT (JYR)**  
 York, Nebraska  
 AIP # 3-31-0104-015  
 Snow Removal Equipment (SRE) Acquisition  
 Date: 5/13/2021

ESD Input and checked

**RE-BID**

Contractor				Engineer's Estimate		York Equipment		NEGOTIATED	
Bid Security (5% Min.)						none			
DBE % (Goal 0.00%)						0.00 %			
Acknowledged Addenda (1 Issued)						via email/verbal only			
ITEM NO.	DESCRIPTION	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>Base Bid</b>									
1	Airfield Service Vehicle	1	LS	230,000.00	\$ 230,000.00	217,309.00	\$ 217,309.00	217,309.00	\$ 217,309.00
2	Snow Blade Attachment	1	LS	55,000.00	\$ 55,000.00	17,248.00	\$ 17,248.00	18,311.60	\$ 18,311.60
<b>Add No. 1</b>									
ADD1-1	Snow Blower Attachment	1	LS	40,000.00	\$ 40,000.00	57,000.00	\$ 57,000.00	17,692.00	\$ 17,692.00
<b>Add No. 2</b>									
ADD2-1	Snow Broom Attachment	1	LS	70,000.00	\$ 70,000.00	13,879.00	\$ 13,879.00	75,585.00	\$ 75,585.00
<b>TOTAL BASE BID (Items 1 thru 2):</b>					\$ 285,000.00		\$ 234,557.00		\$ 235,620.60
<b>TOTAL BASE BID + Add No. 1 (Items 1 thru 3):</b>					\$ 325,000.00		\$ 291,557.00		\$ 253,312.60
<b>TOTAL BASE BID + Add No. 2 (Items 1 thru 2 + 4):</b>					\$ 355,000.00		\$ 248,436.00		\$ 311,205.60
<b>TOTAL BASE BID + Add No. 1 + Add No. 2 (Items 1 thru 4):</b>					\$ 395,000.00		\$ 305,436.00		\$ 328,897.60

<b>AIRPORT NAME:</b>	York Municipal Airport (JYR)
<b>ASSOCIATED CITY, STATE:</b>	York, NE
<b>PROJECT NAME:</b>	Snow Removal Equipment (SRE) Acquisition

<b>Date of Bid Opening:</b>	5/13/2021
<b>Time of Bid Opening</b>	2:00 PM
<b>Benesch Job Number:</b>	00112122.02
<b>AIP No.:</b>	3-31-0104-015

Contractor/Plan Holder	Address	City	State	Zip	Phone #	Addendum Confirmation (N/A)	Official Bid Booklet	Date Sent	View Plans & Specs
York Municipal Airport	1112 US Highway 34	York	NE	68467	402-366-5876				rhall@cityofyork.net
City of York	100 E. 4th Street	York	NE	68467	402-363-2600				scrawford@cityofyork.net
FAA	901 Locust St., ACE-600, Room 364	Kansas City	MO	64106	816-329-2643				Dan.Wilson@faa.gov
M-B Companies, Inc	201 MB Lane	Chilton	WI	53014	920-898-1018, 920-242-4134				Bill.Hecker@aebi-schmidt.com
York Equipment	2706 S. Lincoln Ave.	York	NE	68467	402-362-4461 (O); 402-366-0268 (C)	Yes	YES	4/26/2021	travis@yorkeqinc.com
Wausau Equipment Company, Inc.	1905 South Moorland Road	New Berlin	NE	53151	Direct: 262-796-6125 Cell: 262-951-8734	Yes	YES	4/26/2021	dpoulakos@wausauequipment.com
Nebraska Environmental Products / MacQueen Equipment Group (Oshkosh)	5360 Alvo Road	Lincoln	NE	68514	402-499-0710, 402-435-0061	Yes	YES	4/28/2021	greg.oliverius@macqueengroup.com
Hackel Construction	47407 - 808th Road	Ord	NE	68862	308-728-1222	Yes			tanner@hackelconstructioninc.com
Murphy Tractor	3204 S Engleman Rd	Grand Island	NE	68803	308-390-9940 (C)		YES	4/29/2021	jryba@murphytractor.com
Roehrs Machinery, Inc	1512 North 6th Street	Beatrice	NE	68310	402-228-3319 (O)				cpeterson@roehrsinc.com
Northern Truck Equipment	PO Box 2435	Sioux Falls	SD	57101	605-543-5206 (O) 605-929-3400 (C)				jwartenbee@ntecorp.com

**ADDENDUMS**

Addendum No. 1  
Addendum No. 2

**DATE ADDENDUM ISSUED**

4/29/2021  
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<b>AIRPORT NAME:</b>	York Municipal Airport (YJR)
<b>ASSOCIATED CITY, STATE:</b>	York, NE
<b>PROJECT NAME:</b>	Snow Removal Equipment (SRE) Acquisition

<b>Benesch Job Number:</b>	00112122.02
<b>AIP No.:</b>	3-31-0104-015

**List of Contractors Notified by Email of Notice to Bidders (NTB)**

										EMAILED
Contractor	Address	City	State	Zip	Phone #	Notice to Bidders	Sent via Email	Contact Name	Electronic IFB Contract Docs/Specs	View Plans & Specs
M-B Companies, Inc	201 MB Lane	Chilton	WI	53014	920-898-1018, 920-242-4134	Jessie.Carr@aebi-schmidt.com Bill.Hecker@aebi-schmidt.com	4/23/2021	Jesse Carr, 920 242-4134 (cell); Bill Hecker	4/25/2021	Bill.Hecker@aebi-schmidt.com
York Equipment	2706 S. Lincoln Ave.	York	NE	68467	402-362-4461 (O); 402-366-0268 (C)	travis@yorkeqinc.com	4/23/2021	Travis 402-362-4461 (O); 402-366-0268 (C)	4/23/2021	travis@yorkeqinc.com
Wausau Equipment Company	N6425 Stanchfield Drive	Fond du Lac	WI	54937	262-796-6104, 262-709-1110	kschallmo@wausauequipment.com	4/23/2021	Kurt Schallmo		kschallmo@wausauequipment.com
Wausau Equipment Company, Inc.	1905 South Moorland Road	New Berlin	NE	53151	Direct: 262-796-6125 Cell: 262-951-8734			Dennis	4/23/2021	dpoulakos@wausauequipment.com
Nebraska Environmental Products / MacQueen Equipment Group (Oshkosh)	5360 Alvo Road	Lincoln	NE	68514	402-499-0710, 402-435-0061	Greg.Oliverius@macqueengroup.com		Greg Oliverius	4/27/2021	greg.oliverius@macqueengroup.com
Hackel Construction	47407 - 808th Road	Ord	NE	68862	308-728-1222	info@hackelconstructioninc.com	4/23/2021		4/29/2021	tanner@hackelconstructioninc.com
Murphy Tractor	3204 S Engleman Rd	Grand Island	NE	68803	308-390-9940 (C)	Got info from Greg @ McQueen?		Jake Ryba 308-390-9940 (C)	4/29/2021	jryba@murphytractor.com
Roehrs Machinery, Inc	1512 North 6th Street	Beatrice	NE	68310	402-228-3319 (O)	cpeterson@roehrsinc.com	4/23/2021	Chris	4/29/2021	cpeterson@roehrsinc.com
Northern Truck Equipment	PO Box 2435	Sioux Falls	SD	57101	605-543-5206 (O) 605-929-3400 (C)			John Wartenbee Vice President	4/30/2021	jwartenbee@ntecorp.com
KANEQUIP JCB	408 Lincoln Ave.	Wamego	KS	66547	785-456-4256 (c) 785-458-3309 (o)	grant.meinhardt@kanequip.com	4/23/2021	Grant Meinhardt 785-456-4256		
Midwest Service and Sales Co. (Fair Mfg.)	602 Road 5	Schuyler	NE	68661	402-352-5630	tcscheuneman@gmail.com	4/23/2021	Terry Scheuneman		
AKRS Equipment (John Deere)	150 NW 40th Street	Lincoln	NE	68528	402-681-1296	DWieting@akrs.com	4/23/2021			
Roehrs Machinery, Inc	235 South 13th / 1512 North 6th Street	Hebron/ Beatrice	NE	68310	402-228-3319 (O)	cpeterson@roehrsinc.com	4/23/2021	Chris (402)520-0997 (cell)		
Hackel Construction	314 S. 14th St	Ord	NE	68862	(308) 728-1222	info@hackelconstructioninc.com	4/23/2021			
Lindeman Tractor						mail@lindemantractor.com	4/23/2021	Fred Lindeman		

**AIRPORT NAME:** York Municipal Airport (JYR)  
**ASSOCIATED CITY, STATE:** York, NE  
**PROJECT NAME:** Snow Removal Equipment (SRE) Acquisition  
**Benesch Job Number:** 00112122.02  
**AIP No.:** 3-31-0104-015

**REBID: Corespondence Log**

Date	Time	Benesch Initials	Contractor	Corespondence Notes
5/12/2021	3:40p	ESD	Murphy Tractor	Jake called and stated he is not going to bid. John Deere has not gotten back to him so he doesn't have the info to be able to bid. He stated it would take him a month to put together. 300 days for delivery would not be a problem. He wants to know how bid opening goes.
5/11/2021	3:03p	ESD	Hackel Construction	Called and are working on bid but not sure they can do fast enough. Talked in general about requirements.
5/11/2021	10:39a	ESD	Murphy Tractor	Benesch called and left VM to make sure have no additional questions.
5/11/2021	10:37a	ESD	MacQueen	Benesch called and left VM to make sure have no additional questions.
5/11/2021	10:35a	ESD	York Equip	Benesch called to make sure have no additional questions. Travis stated he did not have any additional questions. He stated he was trying to finish up his bid today and will be turning it in.
5/5/2021	10:25a	ESD	Murphy Tractor	Email from Jake stating "There is no way I can get my bid done by Thursday. Anyway to extend the bid?!".
5/5/2021	na	ESD	AKRS Equipment (John Deere)	1) Email from Dave Wieting: will not enter into a contract that requires delivery in full within the year of being chosen with a penalty. Due to the Covid situation, supply and demand and other possible issues beyond our control we simply cannot guarantee an exact time line. Will not be able to guarantee delivery with in federal time lines. 2) Email from Dave Wieting on equipment sizes/types. He thinks equipment will cost too much based on a budget number he saw which appears to be older (prior version). Responded 5/7/21 for him to base bid numbers off of the equipment specified and not any budgetary numbers he may have seen. [ Note: Did not bid first round stating Buy American Difficulties with John Deere Equipment]
5/3/2021	na	ESD	MacQueen (Oshkosh dealer)	Greg O. submitted Qs (Cole R. responded 5/4/21). One of these was if the bid opening could be extended a couple more weeks. Follow-up phone conv. later in week - request to extend because was pursuing Wausau broom & ended up not working out. He wasn't sure if he could get different broom quote in time to submit bid. Said he would try but would not submit if couldn't get a broom number.

**AIRPORT NAME:** York Municipal Airport (JYR)  
**ASSOCIATED CITY, STATE:** York, NE  
**PROJECT NAME:** Snow Removal Equipment (SRE) Acquisition  
**Benesch Job Number:** 00112122.02  
**AIP No.:** 3-31-0104-015

4/29/2021	8:34a	ESD	Roehrs	Phone Conv w/Chris. He asked for the addendum and said he would see what he could come up with. HP may have discrep. from tractor to loader. Benesch stated there is a range in the spec. and determined probably ok since have decent range.
4/29/2021	8:27a	ESD	KANEquip	Benesch called and left Grant a VM to see if bidding.
4/29/2021	am	ESD	Murphy Tractor	Benesch called and left VM for Jake R. to let know will allow Loader and will issue addendum today.
4/27/2021	?	ESD	Murphy Tractor	Jake called to request allowance of a wheel loader for the Carrier Vehicle.

**PRIOR TO REBID: Corespondence Log**

4/15/2021		ESD	KANEquip	Grant M. indicated he would be interested in rebid. The more time to bid, the better.
4/15/2021		ESD	York Equip	Travis stated that he would rebid and at least 3 weeks would work for him.
4/15/2021		ESD	Lindeman Tractor	Fred Lindemen - Not interested in rebid.
4/15/2021		ESD	Roehrs Machinery	Chris Peterson - Left him a VM. In first round of bidding, had indicated would not bid since there were other New Holland Dealers closer.



June 8, 2021

REFERENCE: York Municipal Airport (JYR), York, NE  
Snow Removal Equipment (SRE) Acquisition (AIP-015)  
*Cost Evaluation/Negotiation with the Contractor – Summary*

On Thursday, May 13, 2021, bids for the above referenced project were received, opened, and read aloud. One (1) bid was received for the work. The bid received was from York Equipment, Inc.

Following the bid opening, Benesch had conversations with the York Airport detailing the equipment submitted compared to the Airport selections. Highlighted items included:

1. The plow submitted was a 12-foot, straight steel moldboard and not the desired 14-foot, flared polyethylene desired.
2. The broom was 12-foot and not the 14-foot desired.

Benesch also compared the Bid prices to the Engineer's Estimate and other comparable project bid tabs, which included:

1. Plattsmouth Municipal Airport (PMV), SRE [AIP-010](08/2011).
2. Blair Municipal Airport (BTA), SRE [AIP-012](04/2013).
3. Central Nebraska Regional Airport (GRI), SRE [AIP-045](02/2021).

Whereas the first two are older and acquired bi-directional tractors, the equipment and attachments were relatively the same set-up. Historically, bi-directional tractors have been around \$50,000 cheaper than Non-bi-directional ones and thus a comparison could be made. The last project served as a rough indicator for price increases for the timeline and how the current steel equipment surcharges (0 to 25% as stated by suppliers) and market parameters (COVID-19 and Labor/Material shortages) may increase the current bid. Overall, York Equipment's bid prices are comparable and seem reasonable in the current market.

On May 14, 2021, Benesch and York Equipment had a phone conversation to discuss the Technical Specification Checklist and the configuration of the equipment submitted. It was concluded that York Equipment would evaluate the snowplow and broom to see if the longer lengths could be acquired and still work with the proposed set-up and what the additional costs would be for those pieces of equipment.

After further evaluation and discussions specific to the snowplow, it was determined that the longer blade (14 foot) could be acquired but due to the hitch type, the flared polyethylene moldboard type was not available to the bidder as an option.

- **York Equip** Negotiated Snowplow: **Kage Innovations, model KBSS14-XL \$18,311.60** (Original Proposal – KBSS 12 \$17,248.00)

After further evaluation and discussions specific to the broom, it was determined that the longer broom (14 foot) could be acquired and would work on the tractor bid. The higher cost is due to the additional size and components that accompany the larger broom.

- **York Equip** Negotiated Broom: **M-B Co, 3600-TRT (14') \$75,585.00** (Original Proposal TKH-T 32"x144" \$13,879.00)

Further follow up discussions during the week of May 31, 2021, once the Buy American forms began to be filled out discovered that the snowblower submitted (Pronovost) did not meet the Buy American requirements. York Equipment submitted a different snowblower (HitchDoc) and Benesch reviewed. The following table shows the main differences between the original proposal and the revised:

SNOWBLOWER		
Original Proposal	Revised (Negotiated)	Specification
Pronovost PGV-120137TRC	HitchDoc HDS8210	
\$57,000.00	\$17,692.00	
118.25" wide / 53" high	96" wide / 43" High **	108" wide / 48" height Desired
Single Auger	Dual Auger	Dual
2,500 Tons / Hr	2,000 Tons / Hr	733 Tons/Hr
	** The model one size up at the 108" width will not work on the proposed Tractor because the snowblower PTO positioning would then be too high for the Tractor.	

Comparing the above revised snowblower to the previously listed project bid tabs, the revised price is comparable and seems reasonable in the current market.

Summarized directly below are the contractor's original bid amounts and the negotiated amounts after the discussion/negotiation between Benesch and York Equipment. The change in cost for the snowplow is a result of increasing the size from 12 feet to 14 feet. The change in cost for the Broom is a result of increasing the size from 12 feet to 14 feet. The change in cost for the snowblower was a combination of items as listed in the SNOWBLOWER table above.

**York Equipment, Inc. (herein called York Equip)**  
**2706 S. Lincoln, York, NE 68467**

	<u>Original Proposal</u>	<u>Negotiated</u>
Total Base Bid (Items 1 - 2)	\$ <b>234,557.00</b>	\$ <b>235,620.60</b>
Item 1           Carrier Vehicle	\$ 217,309.00	\$ 217,309.00
Item 2           Snowplow	\$ 17,248.00	\$ 18,311.60
Total Add No 1 (Item ADD1-1)		
Item ADD1-1   Snowblower	\$ 57,000.00	\$ 17,692.00
Total Add No 2 (Item ADD2-1)		
Item ADD2-1   Broom	<u>\$ 13,879.00</u>	<u>\$ 75,585.00</u>
TOTAL	<u>\$ <b>305,436.00</b></u>	<u>\$ <b>328,897.60</b></u>

For comparative purposes, the Engineers Estimate was:

Total Base Bid (Items 1 - 2)	\$ <b>285,000.00</b>
Item 1           Carrier Vehicle	\$ 230,000.00
Item 2           Snowplow	\$ 55,000.00
Total Add No 1 (Item ADD1-1)	
Item ADD1-1   Snowblower	\$ 40,000.00
Total Add No 2 (Item ADD2-1)	
Item ADD2-1   Broom	<u>\$ 70,000.00</u>
TOTAL	<u>\$ <b>395,000.00</b></u>

To: Mayor and City Council Members

From: Chris Wize, Wastewater Superintendent

Date: June 15, 2021

Subject: Generator Purchase

The wastewater treatment plant has \$75,000 dollars in the budget this budget year for a generator for the new treatment facility. The generator is necessary to prevent untreated wastewater from entering Beaver Creek when power goes out and to prevent our wastewater treatment plant from being out of compliance. I was unable to get a generator bid in the budgeted price range. The best bid that I received was for \$124,363.74. This best bid expires June 23<sup>rd</sup>. I checked the state bid site and it does not provide a bid price for this type of generator. I recommend that it is in the best interest of the city to purchase the Blue Star Generator given that is the lowest bid that could be obtained in a timely manner. If the bid is not accepted by June 23<sup>rd</sup>, I expect the price to increase substantially given supply challenges in the market now.

I requested bids for turn key setups with the exception of the concrete pad it would sit on, which the city staff will handle pouring. As you will see from the bid, the generator itself comes in close to the budgeted amount (\$75,000). However, the other components of the bid push the price higher. I am able to use funds from the budgeted line-item lift station RTU's \$15,500 as I found out they were already replaced. We also anticipate our collection system budgeted line to be under budget by about \$25,000 as it would only be used in the event of an emergency. This leaves \$8,863.74 remaining.

I have attached two quotes. The first one is for a Blue Star Generator with a price of \$124,363.74. The second one is for a Cummins Generator with a price of 129,293.71. Both of those quotes are from Nebraska Generator Service. I have been working on getting another quote from Cummins Sales and Service. I talked to them at the beginning of June to get a quote. I was told that I would have the quote by the 15<sup>th</sup>. I followed up with them on Friday June 11<sup>th</sup> to make sure I would have it by the 15<sup>th</sup> and was told they would have it to me by the end of the week. I informed them that it was going before the city council on the 17<sup>th</sup> and needed to be done by the 15<sup>th</sup>. I followed up with him on the 15<sup>th</sup>, and was told he was waiting on the electrician's portion of the quote and would be end of week or beginning of next week.

The generator is needed because in the past two years we found on a few different occasions that the current dual feed power system isn't sufficient. In one instance NPPD had a line go down that fed multiple Perennial Public Power substations, two of which were our source of power. On this occasion we were without power for two to three hours at the new facility. When the plant has no power, we are no longer treating the wastewater, but it is able to flow through the facility, because the pumping station is equipped with a backup generator and the new facility is gravity flow. Anytime we have a problem with power being out we have to send the state a noncompliance report and take a sample to test what is being discharged to Beaver Creek.

This purchase would provide a generator on site, and would upgrade the manual transfer switch gear to automatic switch gear. This set up would allow us to run half of the plant, shutting off flow to the other half until power is restored. Having this system in place would allow us to stay in compliance with the state and our permit.



# NEBRASKA GENERATOR SERVICE LLC

Date: June 2, 2021

Project Name: York WRF Generator Project – Blue Star Power Systems Option – R1

Prepared By: Mason Rohrich, 402-750-6510 / mason@nebraskageneratorservice.com

## Quotation

### Notes:

- This quote is for the below equipment, ATS control upfit, offloading of the generator, freight, and electrical installation. The concrete pad for the generator is to be the responsibility of the city of York.
- Due to the current volatility of the materials market, this quote is valid for 15 days.
- Lead time is 12 – 14 weeks.

### Equipment Description

#### Generator – Blue Star Power Systems – 500kW Diesel Generator

<b>Unit Model</b>	<b>PD500-01</b>	<b>Standby</b>	<b>Emergency Stationary Standby</b>
<b>kW Rating</b>	<b>500 kW</b>	<b>UL 2200 Listed</b>	<b>Yes</b>
<b>Fuel</b>	<b>Diesel</b>	<b>CSA Approved</b>	<b>Yes</b>
<b>EPA</b>	<b>Tier 2</b>	<b>Paint Color</b>	<b>Gray</b>

<b>Engine Model:</b>	Perkins 2506C-E15TAG3 500kW Standby Power Rating at 1800 RPM Governor - Electronic Isochronous
<b>Voltage:</b>	480/277V 3 Phase 60 Hz 0.8 PF
<b>Gen Model:</b>	Marathon 572RSL6427 12 Lead Wired 480V 3 Phase High Wye 130°C Rise Over 27°C Ambient
<b>Voltage Regulator:</b>	Marathon DVR2400 Digital Voltage Regulator with PMG Excitation
<b>Control Panel:</b>	Blue Star DGC-2020 Microprocessor Based Gen-Set Controller Mounted Facing Left from Generator End (Unless Specified Otherwise) Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent), 15 Contact Outputs, RS-485 Communications
<b>Control Panel Options:</b>	Low Water Level Sensor with Shutdown Break Glass E-Stop Station - Send Loose
<b>Unit Color:</b>	Gray
<b>Enclosure:</b>	Level 1 (Weatherproof Enclosure) Powder Coated 14 Gauge Steel

Rugged and Durable 200 MPH Wind Rated Enclosure  
Pitched Roof for Increased Structural Integrity and Improved Watershed  
Punched Intake with Baffle and Punched Exhaust Openings  
Keyed Alike Lockable Doors with Draw Down Latches and Stainless-Steel Component Hinges  
Structural Steel Base with Mounting and Lifting Holes  
Includes Pad Type Vibration Mounts to Isolate Unit from Mounting Surface  
Sound Attenuation Not Included

<b>Cooling:</b>	Unit Mounted Radiator (50°C Ambient)
<b>Oil Drain Extension:</b>	Plumbed to Bulkhead Fitting in Base
<b>Mainline Breaker:</b>	800 Amp 3 Pole 600 Volt Breaker Mounted & Wired in a NEMA 1 Enclosure
<b>Jacket Water Heater:</b>	Engine Block Heater 5000W 240VAC Rated for -20°F Heater Installed with Isolation Valves and Wired to Terminal
<b>Air Cleaner:</b>	Dry Single Stage
<b>Air Restrictor Indicator:</b>	Installed in Air Filtration System
<b>Silencer:</b>	Critical Grade Compact (CPJ Series) Silencer Mounted to Engine
<b>Battery:</b>	24 Volt System with Rack and Cables
<b>Battery Charger:</b>	NRG 24 Volt 10 Amp Mounted and Wired to Terminal
<b>Fuel Tank:</b>	24 Hour / 900 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area Double Wall Construction with Secondary Containment Standard Includes: Supply & Return Connections, Fuel Level Gauge, Fuel Leak Switch and Fill & Vent Plumbing
<b>Factory Test:</b>	Standard Commercial Testing Includes: Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF
<b>Owner's Manual:</b>	Print Copy (Qty 1)
<b>Warranty:</b>	2 Year / 2000 Hour Limited

## Automatic Transfer Switch – Control Upfit

### Details:

- Nebraska Generator Service to upfit the existing transfer switch with controls to enable automatic transfer from utility power to generator power in the case of power being lost. The ATS will then automatically transfer back to utility power upon utility power return.

## Electrical Installation

### Details:

- Install a new generator on the owner supplied concrete pad located just North of the electrical room.
- Provide and install conduit and wire from the terminal box on the West side of the electrical room to the new generator location for an 800-amp feed.
- Provide and install conduit and wire from the terminal box on the West side of the electrical room to the new generator location for control wires and for power for the block heater and battery charger.
- Provide and install conduit and wire from the 208/120 panel inside out to the terminal box for the power for the block heater and battery charger.
- Provide and install new breakers in the existing 208/120 panel to feed the block heater and the battery charger.
- Provide and install conduit and wire from the existing transfer switch inside the electrical room out to the terminal box for the control wires between the transfer switch and the generator.
- All underground wire is to be copper **XHHW** to match all existing wire in the facility.
- All underground conduit is to be PVC and all above ground conduit outside is to be Galvanized Rigid

conduit.

- All conduit inside the electrical room is to be aluminum rigid conduit.
- Cut and patch concrete from the terminal box over to the grass as needed to install new conduit underground to the new generator.

<b>BSPS Generator (QTY 1)</b>	<b>\$ 75,513.50</b>
<b>ATS Control Upfit</b>	<b>\$ 2,613.64</b>
<b>Freight</b>	<b>\$ 3,125.00</b>
<b>Offloading</b>	<b>\$ 1,136.36</b>
<b>Electrical Installation</b>	<b>\$ 40,572.92</b>
<b>Start-Up</b>	<b>\$ 1,202.32</b>
<b>Fuel Permit</b>	<b>\$ 200.00</b>
<b>Sales Tax</b>	<b>To Be Determined</b>
<b>Project Total:</b>	<b>\$ 124,363.74</b>

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*Signature for Approval*

---

*Date*

### Terms & Conditions

- This quote is valid for a period of 15 days.
- Payment Terms – 50% due upon order and 50% due upon generator delivery.
- This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
- Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
- All extended piping, wiring, or other than listed above is performed by "others".
- Seller is not quoting, offloading, personnel instructions, or unit installation.
- Quoted prices include normal testing, packaging, and instructional literature.
- It is the distributor/purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.
- Applicable taxes are NOT included.
- Physical Anchoring, any associated electrical and/or mechanical labor is the responsibility of others.
- Installation cost, permitting, NDEQ permits, UL2085 Fuel Tanks (if required), conduit, or wiring are NOT included.
- NETA and Infrared testing not included.
- BSPS Standard Genset and ATS Lug sizes will be provided regardless of specification. Any changes to that are the responsibility of others.
- Only those items outlined above will be included in this quotation. Any other items or materials added, regardless of specification, are subject to a price review by Nebraska Generator Service LLC.

Nebraska Generator Service LLC  
507 front St Gibbon, NE 68840

Nebraska Generator Service LLC  
11531 Portal Rd Suite 22 LaVista, NE 68128

[www.nebraskageneratorservice.com](http://www.nebraskageneratorservice.com)



# NEBRASKA GENERATOR SERVICE LLC

Date: June 2, 2021

Project Name: York WRF Generator Project – Cummins Option – R1

Prepared By: Mason Rohrich, 402-750-6510 / mason@nebraskageneratorservice.com

## Quotation

### Notes:

- This quote is for the below equipment, ATS control upfit, offloading of the generator, freight, and electrical installation. The concrete pad for the generator is to be the responsibility of the city of York.
- Due to the current volatility of the materials market, this quote is valid for 15 days.
- Lead time is 15 – 16 weeks.

### Equipment Description

#### Generator – Cummins – 500kW Diesel Generator

<b>Unit Model</b>	<b>DFEK</b>	<b>Standby</b>	<b>Emergency Stationary Standby</b>
<b>kW Rating</b>	<b>500 kW</b>	<b>UL 2200 Listed</b>	<b>Yes</b>
<b>Fuel</b>	<b>Diesel</b>	<b>CSA Approved</b>	<b>Yes</b>
<b>EPA</b>	<b>Tier 2</b>	<b>Paint Color</b>	<b>Green</b>

U.S. EPA, Stationary Emergency Application	Control Mounting-Left Facing
500DFEK, Diesel Genset, 60Hz, 500kW-Standby Rating Duty Rating-Standby Power (ESP)	PowerCommand 2.3 Controller
Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency	LCD Control Display
Listing-UL 2200	Control Display Language-English
Vibration Isolators-Normal Duty	Circuit Breaker or Entrance Box or Terminal Box-Right Only
Voltage-277/480, 3 Phase, Wye, 4 Wire	Circuit Breaker-800A, Right Circuit Breaker on Right side, 3-Pole, UL 600, IEC 690 100%
Alternator-60Hz, 12 Lead, Upper Broad Range, 125C	Bottom Entry, Right
Steel Weather Protective Enclosure, with Exhaust System	Auxiliary contacts/Trip Alarm-Single Circuit Breaker
Enclosure Color-Green, Steel	Shunt Trip-24 Volts DC, Single Circuit Breaker
Fuel Water Separator	Engine Air Cleaner-Normal Duty

Engine Cooling-Radiator, 50C Ambient

Literature-English

Shutdown-Low Coolant Level

Fuel Tank-Sub Base, 850 Gallon, UL142 Compliant Listing, ULC-S601-07

Coolant Heater-208/240/480 Volts AC, Below 40F Ambient Temperature

External Battery Charger-12 Amp, Regulated

Genset Warranty-2 Years Base

Break Glass E-Stop Station

## Automatic Transfer Switch – Control Upfit

### Details:

- Nebraska Generator Service to upfit the existing transfer switch with controls to enable automatic transfer from utility power to generator power in the case of power being lost. The ATS will then automatically transfer back to utility power upon utility power return.

## Electrical Installation

### Details:

- Install a new generator on the owner supplied concrete pad located just North of the electrical room.
- Provide and install conduit and wire from the terminal box on the West side of the electrical room to the new generator location for an 800-amp feed.
- Provide and install conduit and wire from the terminal box on the West side of the electrical room to the new generator location for control wires and for power for the block heater and battery charger.
- Provide and install conduit and wire from the 208/120 panel inside out to the terminal box for the power for the block heater and battery charger.
- Provide and install new breakers in the existing 208/120 panel to feed the block heater and the battery charger.
- Provide and install conduit and wire from the existing transfer switch inside the electrical room out to the terminal box for the control wires between the transfer switch and the generator.
- All underground wire is to be copper **XHHW** to match all existing wire in the facility.
- All underground conduit is to be PVC and all above ground conduit outside is to be Galvanized Rigid conduit.
- All conduit inside the electrical room is to be aluminum rigid conduit.
- Cut and patch concrete from the terminal box over to the grass as needed to install new conduit underground to the new generator.

<b>Cummins Generator (QTY 1)</b>	<b>\$ 83,568.47</b>
• Freight Included	
<b>ATS Control Upfit</b>	<b>\$ 2,613.64</b>
<b>Offloading</b>	<b>\$ 1,136.36</b>
<b>Electrical Installation</b>	<b>\$ 40,572.92</b>
<b>Start-Up</b>	<b>\$ 1,202.32</b>
<b>Fuel Permit</b>	<b>\$ 200.00</b>
<b>Sales Tax</b>	<b>To Be Determined</b>
 <b>Project Total:</b>	 <b>\$ 129,293.71</b>

---

*Signature for Approval*

---

*Date*

### Terms & Conditions

- This quote is valid for a period of 15 days.
- Payment Terms – 50% due upon order and 50% due upon generator delivery.
- This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
- Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
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- Quoted prices include normal testing, packaging, and instructional literature.
- It is the distributor/purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.
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[www.nebraskageneratorservice.com](http://www.nebraskageneratorservice.com)

**APPLICATION FOR TRANSFER OF LICENSE OF AN EXISTING  
MOBILE HOME PARK**

Name and Address of Mobile Home Park:

COTONWOOD MEADOWS - G YORK MOBILE PLAZA, YORK, NE 68467

Name of Applicant: JEFF BENNETT

Residence of Applicant: 4555 NORTH RIDGE VIEW WAY, LEHI, UT 84043

Name and Address of Person who will be in direct control and management:

JEFF BENNETT - 75 W TOWNE RIDGE PKWY, STE 201, SANDY, UT

Location and Size of Grounds: 18.19 ACRES - ACCESSIBLE TO THE NORTH FROM  
W. 4TH STREET <sup>84070</sup>

Will the Park serve dependent and/or independent mobile homes BOTH

I certify that there is water service available upon the grounds ✓

I certify that there is electricity served to the grounds ✓

Dated this 23rd day of December, 2020.

Jeff Bennett

Signed by Applicant

The fee for the same is \$3.00 per space enclosed herewith. Also enclosed is a Corporate Surety Bond in the amount of \$1,000.00



OZIMP-2

OP ID: DL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Mobile Insurance</b> 25775 Oak Ridge Dr., Ste. 110 The Woodlands, TX 77380	<b>281-367-9266</b>	<b>CONTACT NAME:</b> Dana Little <b>PHONE (A/C, No, Ext):</b> 281-367-9266 <b>FAX (A/C, No):</b> 281-292-7429 <b>E-MAIL ADDRESS:</b> dana@mobileagency.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>OZ Impact IV, LLC</b> <b>HH Cottonwood Meadows MHP York NE, LLC</b> <b>Cottonwood Meadows MHP York Ne, LLC</b> 75 Towne Ridge Parkway, Ste201 Sandy, UT 84070	<b>INSURER A :</b> Axis Insurance Company	<b>NAIC #</b> 26620
	<b>INSURER B :</b> American International Group	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>No SIR/Ded</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		AXP0208500	12/22/2020	12/22/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		AXP0208500	12/22/2020	12/22/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$ <b>No Ded</b>			EBU087179714	12/22/2020	12/22/2021	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 Days NOC, 10 Days NOC to Mortgagee for Non-Payment  
Umbrella Follows Form  
Terrorism is Included Loan #531271  
Location: Cottonwood Meadows, G York Mobile Plaza, York, NE 68467

### CERTIFICATE HOLDER

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**J&P Jameson &  
Powers, P.C.**  
ATTORNEYS AT LAW

17110 Dallas Parkway, Suite 210  
Dallas, Texas 75248  
phone 972-732-8080  
fax 972-732-8085

**Gene L. Jameson**  
gene@jamesonpowers.com

**Holly J. Powers**  
holly@jamesonpowers.com

April 30, 2021

City of York  
Attn: Jean Thiele  
P.O. Box 276  
York, NE 68467

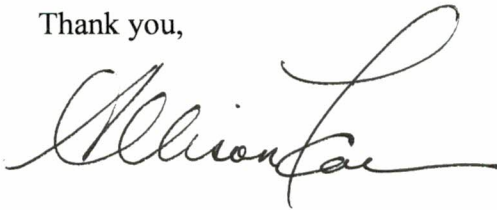
Re: MHP License Transfer Application

Dear Jean:

Enclosed you will find an Application for Transfer of License of an Existing Mobile Home Park for Cottonwood Meadows located at G York Mobile Plaza, York, NE 68467. Please return all documents to Jameson and Powers, P.C. at 17110 Dallas Parkway, Suite 210, Dallas, TX 75248 and we will distribute as appropriate.

Should you have any questions, do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Allison Kanne". The signature is fluid and cursive, with a long horizontal stroke at the end.

Allison Kanne, Paralegal

cc: Holly Powers (via email w/o enclosure)

RESOLUTION  
TRAFFIC SIGNAL INSTALLATION

CITY OF YORK

Resolution No. 2021-16

WHEREAS, the State of Nebraska desires to make improvements to a traffic signal on US Highway 81 within the corporate limits under a highway improvement project at the location shown on the agreement Exhibit A, denoted as Project No. NH-81-2(105), C.N. 42917; and

WHEREAS, this highway improvement project will also improve Municipal infrastructure at various locations within the project limits; and

WHEREAS, the City of York's responsibilities under this agreement are adequately described in the agreement and are understood by the City of York; and

WHEREAS, the City of York concurs to enter into this agreement with the State of Nebraska Department of Transportation for said improvement.

NOW, THEREFORE, be it resolved by the City Council of the City of York that the Mayor is authorized by this City Council to execute this agreement with the State of Nebraska Department of Transportation for Project No. NH-81-2(105), C.N. 42917.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2021, at York, Nebraska

The City Council of York, Nebraska

_____	_____
_____	_____
_____	_____
_____	_____

ATTEST:

\_\_\_\_\_  
C. Jean Thiele, City Clerk

**EXHIBIT "B"**  
Agreement No. ZL2102

**AGREEMENT**

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
CITY OF YORK  
PROJECT NUMBER NH-81-2(150)  
CONTROL NUMBER 42917  
US-81/DAVID DR IN YORK  
TRAFFIC SIGNAL INSTALLATION

**THIS AGREEMENT** is between City of York, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Roads ("State"), collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, State has agreed to the installation of a traffic control device at the intersection of US-81 and David Drive according to the terms and conditions set forth in this Agreement, and

**WHEREAS**, State agrees to develop plans and specifications for the traffic signal at the intersection of US-81/David Dr for project identified as Project No. NH-81-2(105) ("Project"), as shown in Exhibit "A". State agrees to supervise and cause completion of the Project according State's design. Further, after construction of the Project, State agrees to maintain the traffic signal equipment located inside the controller cabinet, and

**WHEREAS**, the Parties agree that City will fund 50% of the preliminary engineering, construction costs of the Project, and construction engineering and agrees that State will fund 50% of the costs for preliminary engineering, construction, and construction engineering of the Project. City agrees that State will let the construction of the project, and

**WHEREAS**, City agrees, after construction of the Project, to maintain, operate, and keep in good repair, the entire traffic signal at its own expense, except the equipment housed within the controller cabinet, and to pay the cost of power, and

**WHEREAS**, City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "B".

NOW THEREFORE, in consideration of these facts and the mutual promises hereto, the Parties agree as follows:

### **SECTION 1. DURATION OF THE AGREEMENT**

- 1.1 **Effective Date** -This Agreement will be effective immediately on the date it is fully executed by the Parties.
- 1.2 **Identifying Date** - For convenience, the identifying date of this Agreement will be the date State signed the Agreement.
- 1.3 **Duration** – The Agreement is completed when State provides written acceptance of the Project. After completion of the Project, this Agreement will remain in full force and effect regarding State’s and Municipality’s future responsibilities described herein, such as maintenance cost for the continued operation of the traffic signals.
- 1.4 **Termination** – State reserves the right to terminate this Agreement as provided herein.

### **SECTION 2. DESCRIPTION OF THE PROJECT**

- 2.1 The Project is for the installation of a traffic control signal at the intersection of US-81/David Dr in York as shown in Exhibit “A”, attached and incorporated herein by this reference.
- 2.2 Upon the completion of the Project, all equipment shall be the property of State.

### **SECTION 3. STATE’S RESPONSIBILITIES**

#### **State agrees:**

- 3.1 To prepare plans and specifications for the contemplated traffic signal at the above mentioned intersection, and such plans will be available upon request at the office of the State Traffic Engineer, Department of Transportation, Lincoln, Nebraska.
- 3.2 To have sole authority in determining and controlling the cycle length, the interval length, sequence, and the hours and manner of the signal operation. No change in these conditions shall be made without the prior written approval from State.
- 3.3 To maintain, operate, and keep in good repair the signal equipment located inside the controller cabinet at its cost and at no cost to City.
- 3.4 To advertise, conduct a letting, and receive bids for the Project. State will have the sole authority to determine the lowest responsible bidder and award the contract. State will sign the construction contract.

- 3.5 To contribute 50% of the preliminary engineering, construction, and construction engineering for the Project.
- 3.6 State agrees to furnish the following equipment: traffic signal cabinet, traffic signal controller, and uninterruptible power supply as may be required for the Project.

#### **SECTION 4. CITY'S RESPONSIBILITIES**

**City agrees:**

- 4.1 City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, as shown on Exhibit "B", and incorporated herein by this reference.
- 4.2 City agrees to pay 50% of the preliminary engineering, construction, and construction engineering for the Project.
- 4.3 To maintain, operate, and keep in good repair, the entire traffic signal at its own expense, except the equipment housed within the controller cabinet.
- 4.4 To solely bear the cost of electrical power required to operate the traffic signal installation.
- 4.5 City agrees that any repair or replacement parts furnished in the maintenance of the traffic signal system will comply with State's specifications and standards.
- 4.6 In the event that any part or parts of the traffic signal outside of the control cabinet is damaged by anything, City will repair such damage and restore the signal device to normal operation, at the sole expense of City, and without any expense to State.
- 4.7 City is entitled to collect all damages from whoever may be responsible for such damage.
- 4.8 City agrees that if it is unable or fails to make repairs in a timely manner after receiving notice of a traffic signal malfunction, State will make, or cause to be made, all necessary repairs. City agrees to pay all costs for such repairs within thirty days of receipt of invoice unless Parties agree in writing to another date. City agrees that State may retain any unpaid costs associated with any such repair from any payment due to the City.

#### **SECTION 5. FINANCIAL RESPONSIBILITIES**

- 5.1 The City agrees to pay 50% of total costs of the preliminary engineering, construction, and construction engineering, which actual cost may be higher or lower as the Project details are further developed. Total costs of the project are currently estimated at \$257,386 with shared City costs estimated to be \$128,694.

- 5.2 Calculation of Municipality costs: A breakdown of Municipality's project cost is as follows:
- 5.2.1 Preliminary Engineering. Municipality's 50% share for preliminary engineering is estimated to be \$5,632.
  - 5.2.2 Municipality's Construction Cost. The actual cost of construction for work within the corporate limits is calculated by multiplying unit prices by final quantities for work within the corporate limits. Unit prices and final quantities may be different than bid prices and estimated quantities as a result of field measurement and the contractor change order-supplemental agreement process. Municipality's 50% share for construction is estimated to be \$128,694.
  - 5.2.3 Construction Engineering. The Municipality's 50% share for construction engineering is estimated to be \$14,072.
- 5.3 Payment by Municipality: Upon award of the construction contract, the State will invoice the Municipality for Municipality's cost share of preliminary engineering, construction, and construction engineering. The Municipality shall pay the State within 30 calendar days of receipt of invoice from the State. The final settlement between the State and the Municipality will be made following final audits and when the final costs have been determined by the State.

#### **SECTION 6. TERMINATION**

State has the sole discretion to suspend the work in part or in whole or to terminate this Agreement; such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to City of such suspension or termination.

#### **SECTION 7. ENTIRE AGREEMENT**

This Agreement, including all exhibits and documents incorporated or included herein, constitutes the entire agreement of the Parties. This Agreement supersedes all communications, representations, understandings, either oral or written hereto, leading up to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by City this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS:

CITY OF YORK

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**EXECUTED** by State this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Daniel J. Waddle, P.E.

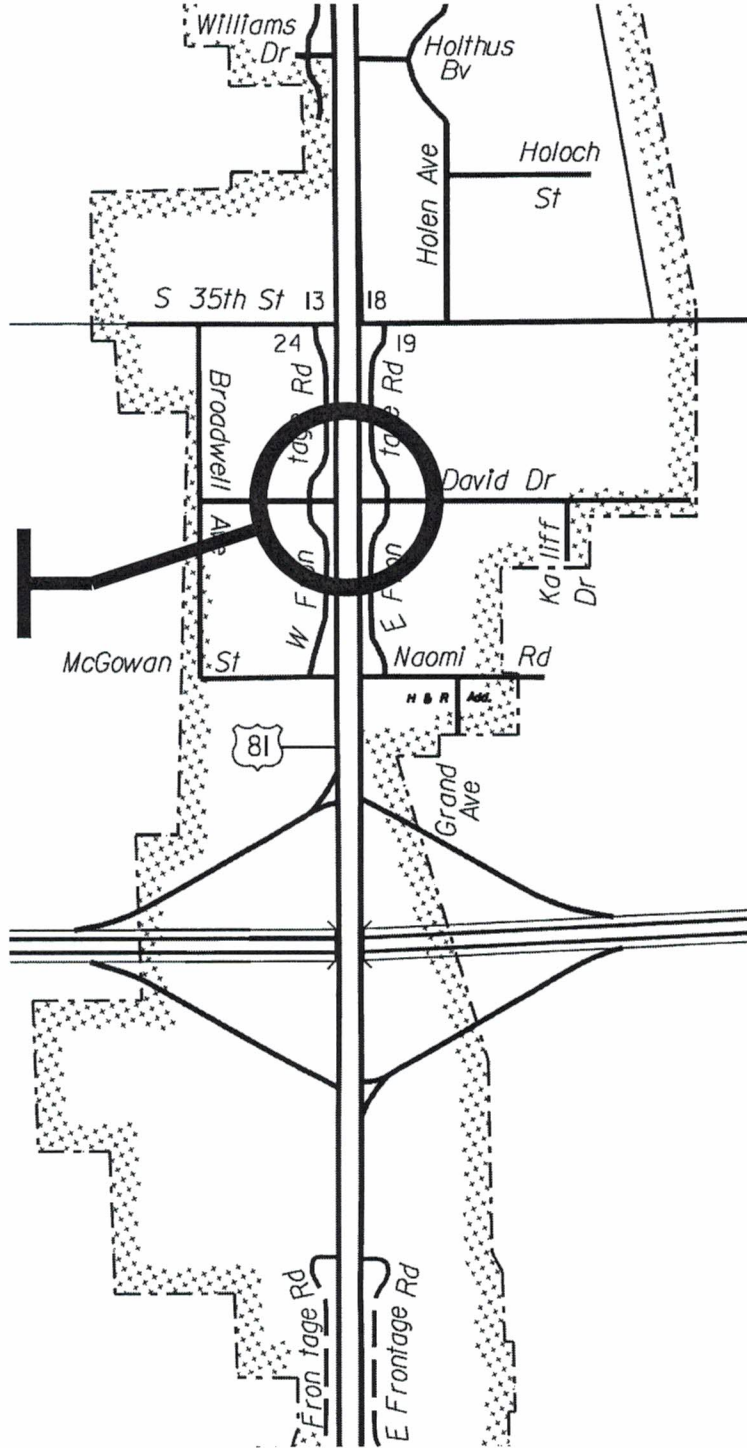
\_\_\_\_\_  
Traffic Engineer

RECOMMENDED:  
Wes Wahlgren, P.E.

\_\_\_\_\_  
District 4 Engineer

**YORK**  
YORK COUNTY  
NEBRASKA

**PROJECT LOCATION**  
R.P. 58+60 HWY. US-81



**81-2(150)**  
C.N. 42917

**EXHIBIT "A"**

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14534 OC**

PAGE 1 of 7	ORDER DATE 12/03/19
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 502529	
VENDOR ADDRESS:  MOTOROLA SOLUTIONS INC 1301 E ALGONQUIN RD SCHAUMBURG IL 60196-4041	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**DECEMBER 16, 2019 THROUGH DECEMBER 15, 2021**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5344 OF

Contract to supply and deliver Motorola Public Safety Radio Equipment and Services to the State of Nebraska as per the attached specifications for the contract period December 16, 2019 through December 15, 2021. The contract may be renewed for one (1) additional two (2) year period when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tony Kosiba  
Phone: 402-269-2078  
Fax: 847-761-1209  
E-Mail: tony.kosiba@motorolasolutions.com

This is the second renewal of this contract as amended. (12/3/19 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APX PORTABLES; MODELS AND TIERS MODEL AND CONFIGURATION TO BE DEFINED ON ORDER DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017	2,000,000.0000	\$	1.0000
2	APX400 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017  MAIN RADIO WITH CONFIGURATION: ALT: ONE MULTI-FUNCTION KNOB OR	1,000,000.0000	\$	1.0000

12/5/19  
Nancy Storant  
BUYER  
MATERIEL ADMINISTRATOR  
12/15/19

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14534 OC**

PAGE 2 of 7	ORDER DATE 12/03/19
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	<p>ADD: TWO KNOB CONFIGURATION                      ENH: 3600 OR 9600 TRUNKING BAUD SIN                      ADD: TDMA                      ADD: PROGRAMMING OVER P25 (OTAP)                      ADD: P25 9600 BAUD TRUNKING                      ADD: ADVANCED SYSTEM KEY - HARDWARE KEY                      ADD: DVRS PSU ACTIVATION                      ENH: OTAR WITH MULTIKEY OR                      ENH: MULTIKEY                      KNH: AES ENCRYPTION                      *RSM NEEDED</p> <p>APX4500 FIXED CONFIGURATION -                      DEFINED CONFIGURATION:                      DISCOUNT:                      40% UNTIL DEC 15, 2017                      30% AFTER DEC 15, 2017</p> <p>MAIN RADIO WITH CONFIGURATION:                      DASH OR REMOTE</p> <p>ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM                      ADD: APX O2 CONTROL HEAD                      ADD: APX CONTROL HEAD SOFTWARE                      ADD: 1/4 WAVE BROADBAND ANT 146-174                      ADD: KEYPAD MIC GCAI                      ADD: ADVANCED SYSTEM KEY - HARDWARE KEY                      ENH: OTAR W/MULTIKEY                      ENH: AES ENCRYPTION                      ENH: OVER THE AIR PROVISIONING                      ADD: NO SPEAKER NEEDED                      ADD: DVRS MSU ACTIVATION</p>	3,500,000.0000	\$	1.0000
4	<p>APX6000 FIXED CONFIGURATION -                      DEFINED CONFIGURATION:                      DISCOUNT:                      40% UNTIL DEC 15, 2017                      30% AFTER DEC 15, 2017</p> <p>MAIN RADIO WITH CONFIGURATION:                      ADD: ASTRO DIGITAL CAI OPERATION                      ADD: SMARTZONE OPERATION                      ADD: P25 9600 BAUD TRUNKING                      ADD: PROGRAMMING OVER P25 (OTAP)                      ADD: DVRS PSU ACTIVATION                      ADD: TDMA</p>	500,000.0000	\$	1.0000



BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14534 OC**

PAGE 3 of 7	ORDER DATE 12/03/19
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRYPTION APX IMPRESS TM SINGLE UNIT CHARGER (110 VAC) *RSM NEEDED  APX6500 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017  MAIN RADIO WITH CONFIGURATION: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: PROGRAMMING OVER P25 (OTAP) ADD: DVRS PSU ACTIVATION ADD: TDMA ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRYPTION *ANTENNA NEEDED	500,000.0000	\$	1.0000
6	APX8000 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017  MAIN RADIO WITH CONFIGURATION: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: TDMA ADD: OTAP ADD: DVRS PSU ACTIVATION ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRYPTION ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ADD: WIFI CAPABILITY *RSM NEEDED	2,600,000.0000	\$	1.0000
7	APX8500 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017	1,000,000.0000	\$	1.0000



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PAGE 4 of 7	ORDER DATE 12/03/19
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	30% AFTER DEC 15, 2017			
	MAIN RADIO WITH CONFIGURATION: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: PROGRAMMING OVER P25 (OTAP) ADD: DVRS PSU ACTIVATION ADD: TDMA ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRPTION *ANTENNA NEEDED			
8	APX MOBILES; MODELS AND TIERS MODEL AND CONFIGURATION TO BE DEFINED ON ORDER	5,000,000.0000	\$	1.0000
	DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017			
9	APX FLASH UPGRADES DISCOUNT 5%	200,000.0000	\$	1.0000
10	APX ACCESSORIES ORDERED AD-HOC AND NOT AT TIME OF RADIO ORDER DISCOUNT 27%	200,000.0000	\$	1.0000
11	LTE PRODUCTS AND SUBCOMPONENTS DISCOUNT 9%	50,000.0000	\$	1.0000
12	MTR REPEATERS DISCOUNT 20%	200,000.0000	\$	1.0000
13	MOTORBO RADIOS DISCOUNT 12%	51,000.0000	\$	1.0000
14	PAGER (MINITOR SERIES) DISCOUNT 12%	1,000.0000	\$	1.0000
15	SERVICE FROM THE START LITE OR COMPREHINSIVE NO DISCOUNT MUST BE ORDERED AT TIME OF RADIO ORDER	100,000.0000	\$	1.0000



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**CONTRACT NUMBER**  
**14534 OC**

PAGE 5 of 7	ORDER DATE 12/03/19
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
16	VEHICULAR REPEATER DISCOUNT 9%	1,500,000.0000	\$	1.0000
17	CAMBIUM AND SUBCOMPONENTS DISCOUNT 10%	300,000.0000	\$	1.0000
18	NICE LOGGING RECORDER WITH MOTOROLA INTEGRATION REQUIRES ENGINEERING DISCOUNT 10% LOGGING SERVICES AND MAINTENANCE ARE CO-TERMED TO STATE SUA/MAINTENANCE AGREEMENTS AND HANDLED WITHIN SUA/MAINTENANCE CONTRACT.	2,000,000.0000	\$	1.0000
19	EVENTIDE LOGGING RECORDER WITH MOTOROLA INTEGRATION REQUIRES ENGINEERING DISCOUNT 9% LOGGING SERVICES AND MAINTENANCE ARE CO-TERMED TO STATE SUA/MAINTENANCE AGREEMENTS AND HANDLED WITHIN SUA/MAINTENANCE CONTRACT.	50,000.0000	\$	1.0000
20	RF SITE (VHF/800/UHF) AND SUBCOMPONENTS DISCOUNT 25%	5,000,000.0000	\$	1.0000
21	MCC7100 CONSOLE AND SUBCOMPONENTS DISCOUNT 25%	200,000.0000	\$	1.0000
22	MCC7500 CONSOLE AND SUBCOMPONENTS DISCOUNT 25%	600,000.0000	\$	1.0000
23	MCC7500 K-CORE INCLUDES K1 CORE, 2 POSITIONS, 8 CONVENTIONAL CHANNELS, 1ST YEAR MAINTENANCE	2.0000	EA	240,000.0000
24	WAVE DISCOUNT 9%	250,000.0000	\$	1.0000
25	THREE (3) CHANNEL VHF MICROSITE AND SUBCOMPONENTS	4.0000	EA	289,348.0000
26	180' MONOPOLE, ANTENNA, LINE, PAD, 30' X 30' FENCE, SITE PREPARATION AND SUBCOMPONENTS	3.0000	EA	293,169.0000
27	TWO (2) MCC7500 SITE CONSOLE	4.0000	EA	261,541.0000



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**CONTRACT NUMBER**  
**14534 OC**

PAGE 6 of 7	ORDER DATE 12/03/19
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SITE ADD-ON; INCLUDES: 1. TWO (2) MCC7500 CONSOLES 2. SITE ROUTER 3. SWITCH 4. R56 AUDIT 5. SUBCOMPONENTS 6. INSTALLATION 7. STAGING			
	BACKHAUL TO BE DETERMINED BY OCIO AND LOCAL AGENCY. ADDITIONAL ITEMS NEEDED CAN BE QUOTED PER ITEM DISCOUNT.			
28	ADDITIONAL MC7500 STATE ADD-ON ANY ADDITIONAL ITEMS NEEDED CAN BE QUOTED PER ITEM DISCOUNT.	4.0000	EA	58,255.0000
29	COMMAND CENTRAL AND SUBCOMPONENTS DISCOUNT 9% ADDITIONAL TERMS AND CONDITIONS MAY APPLY	1,000,000.0000	\$	1.0000
30	PREMIER ONE AND SUBCOMPONENTS DISCOUNT 9% ADDITIONAL TERMS AND CONDITIONS MAY APPLY	1,000,000.0000	\$	1.0000
31	EMERGENCY CALLWORKS (ECW) DISCOUNT 9%	1,000,000.0000	\$	1.0000
32	LMS TRAINING DISCOUNT 10%	50,000.0000	\$	1.0000
33	CUSTOMIZED ONSITE TRAINING DISCOUNT 10%	50,000.0000	\$	1.0000
34	CUSTOMIZED ONSITE 3RD PARTY TRAINING DISCOUNT 5%	50,000.0000	\$	1.0000
35	FIRE STATION ALERTING DISCOUNT 10%	1,000.0000	\$	1.0000
36	LABOR: INCLUDES ENGINEERING, PROJECT MANAGMENT, EQUIPMENT CONFIGURATION, SYSTEM DESIGN, TECHNICAL SUPPORT, EQUIPMENT INSTALLATION, EQUIPMENT PROGRAMING AND REPAIR, AND TESTING/ACCEPTANCE SERVICES. RATE IS FOR MONDAY - FRIDAY 8AM - 5PM	1,000,000.0000	\$	1.0000



BUYER INITIALS

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**CONTRACT NUMBER**  
**14534 OC**

PAGE 7 of 7		ORDER DATE 12/03/19	
BUSINESS UNIT 9000		BUYER NANCY STORANT (AS)	
VENDOR NUMBER: 502529			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	\$1,800.00 PER DAY \$225.00 PER HOUR			
37	TRAVEL PER DIEM RATE INCLUDES STANDARD TRAVEL, LODGING AND TRANSPORTATION EXPENSES. \$250.00 PERDAY	40,000.0000	\$	1.0000
38	ASTRO LICENSES 12% DISCOUNT	100,000.0000	\$	1.0000
39	EAM LICENSES 10% DISCOUNT	100,000.0000	\$	1.0000
40	PUBLIC SAFETY COMMUNICATION PARTS OR EQUIPMENT REQUIRED AS PART OF A MOTOROLA ENGINEERED SOLUTION THAT ARE NOT CURRENTLY REPRESENTED ON THE MOTOROLA CATALOG. 9% DISCOUNT FROM CURRENT LIST PRICE	40,000.0000	\$	1.0000
41	OTHER ECAT CATALOG ITEMS NOT ADDRESSED ELSEWHERE 9% DISCOUNT	350,000.0000	\$	1.0000



**BUYER INITIALS**

# NEBRASKA

Good Life. Great Service.

**DEPT. OF ADMINISTRATIVE SERVICES**

## CONTRACT RENEWAL

May 07, 2019

Mr. Tony Kosiba  
Motorola Solutions INC  
1301 E Algonquin RD  
Schaumburg, IL 60196-4041

RE: Contract Number 14534 OC, Motorola Public Safety Radio Equipment and Services

Dear Mr. Kosiba:

The above named contract for providing Motorola Public Safety Radio Equipment and Services to the State of Nebraska, expires December 15, 2019.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional two (2) year period, i.e. December 16, 2019 through December 15, 2021.

If this is agreeable with Motorola Solutions INC, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Motorola Solutions INC does not intend to renew contract number 14534 OC and thus may begin the formal solicitation process to obtain Motorola Public Safety Radio Equipment and Services.

Sincerely,



Rene Botts, Buyer  
State Purchasing Bureau

Doug Carlson, Materiel Administrator & Deputy Director

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130  
Lincoln, Nebraska 68508

OFFICE 402-471 6500  
FAX 402-471-2089

[das.nebraska.org](http://das.nebraska.org)

Tony Kosiba  
Page 2

Motorola Solutions INC is agreeable to the renewal of 14534 OC for Motorola Public Safety Radio Equipment and Services December 16, 2018 through December 15, 2021.

SIGNATURE:  \_\_\_\_\_

TITLE: TONY KOSIBA \_\_\_\_\_

DATE: JUNE 7/19 \_\_\_\_\_



# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
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Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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**CONTRACT NUMBER**  
**14534 OC**

PAGE 1 of 7	ORDER DATE 12/08/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	
VENDOR ADDRESS:  MOTOROLA SOLUTIONS INC 1301 E ALGONQUIN RD SCHAUMBURG IL 60196-4041	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**DECEMBER 16, 2017 THROUGH DECEMBER 15, 2019**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5344 OF

Contract to supply and deliver Motorola Public Safety Radio Equipment and Services to the State of Nebraska as per the attached specifications for the contract period December 16, 2017 through December 15, 2019. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tony Kosiba  
Phone: 402-269-2078  
Fax: 847-761-1209  
E-Mail: tony.kosiba@motorolasolutions.com

This is the first renewal of this contract as amended. (vc 12/8/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APX PORTABLES; MODELS AND TIERS MODEL AND CONFIGURATION TO BE DEFINED ON ORDER DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017	2,000,000.0000	\$	1.0000
2	APX400 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017  MAIN RADIO WITH CONFIGURATION: ALT: ONE MULTI-FUNCTION KNOB OR	1,000,000.0000	\$	1.0000

12.9.17 *rene a. botts* 12/8/2017 *RB*  
BUYER  
*Joseph J. Wilken* 11 DEC 17  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
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**CONTRACT NUMBER**  
**14534 OC**

PAGE 2 of 7	ORDER DATE 12/08/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	<p>ADD: TWO KNOB CONFIGURATION                      ENH: 3600 OR 9600 TRUNKING BAUD SIN                      ADD: TDMA                      ADD: PROGRAMMING OVER P25 (OTAP)                      ADD: P25 9600 BAUD TRUNKING                      ADD: ADVANCED SYSTEM KEY - HARDWARE KEY                      ADD: DVRS PSU ACTIVATION                      ENH: OTAR WITH MULTIKEY OR                      ENH: MULTIKEY                      KNH: AES ENCRYPTION                      *RSM NEEDED</p> <p>APX4500 FIXED CONFIGURATION -                      DEFINED CONFIGURATION:                      DISCOUNT:                      40% UNTIL DEC 15, 2017                      30% AFTER DEC 15, 2017</p> <p>MAIN RADIO WITH CONFIGURATION:                      DASH OR REMOTE</p> <p>ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM                      ADD: APX O2 CONTROL HEAD                      ADD: APX CONTROL HEAD SOFTWARE                      ADD: 1/4 WAVE BROADBAND ANT 146-174                      ADD: KEYPAD MIC GCAI                      ADD: ADVANCED SYSTEM KEY - HARDWARE KEY                      ENH: OTAR W/MULTIKEY                      ENH: AES ENCRYPTION                      ENH: OVER THE AIR PROVISIONING                      ADD: NO SPEAKER NEEDED                      ADD: DVRS MSU ACTIVATION</p>	3,500,000.0000	\$	1.0000
4	<p>APX6000 FIXED CONFIGURATION -                      DEFINED CONFIGURATION:                      DISCOUNT:                      40% UNTIL DEC 15, 2017                      30% AFTER DEC 15, 2017</p> <p>MAIN RADIO WITH CONFIGURATION:                      ADD: ASTRO DIGITAL CAI OPERATION                      ADD: SMARTZONE OPERATION                      ADD: P25 9600 BAUD TRUNKING                      ADD: PROGRAMMING OVER P25 (OTAP)                      ADD: DVRS PSU ACTIVATION                      ADD: TDMA</p>	500,000.0000	\$	1.0000

*RAB*  
BUYER INITIALS

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**CONTRACT NUMBER**  
**14534 OC**

PAGE 3 of 7	ORDER DATE 12/08/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRYPTION APX IMPRESS TM SINGLE UNIT CHARGER (110 VAC) *RSM NEEDED  APX6500 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017  MAIN RADIO WITH CONFIGURATION: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: PROGRAMMING OVER P25 (OTAP) ADD: DVRS PSU ACTIVATION ADD: TDMA ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRYPTION *ANTENNA NEEDED	500,000.0000	\$	1.0000
6	APX8000 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017  MAIN RADIO WITH CONFIGURATION: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: TDMA ADD: OTAP ADD: DVRS PSU ACTIVATION ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRYPTION ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ADD: WIFI CAPABILITY *RSM NEEDED	100,000.0000	\$	1.0000
7	APX8500 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017	1,000,000.0000	\$	1.0000

  
BUYER INITIALS

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PAGE 4 of 7	ORDER DATE 12/08/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	30% AFTER DEC 15, 2017			
	MAIN RADIO WITH CONFIGURATION: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: PROGRAMMING OVER P25 (OTAP) ADD: DVRS PSU ACTIVATION ADD: TDMA ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRPTION *ANTENNA NEEDED			
8	APX MOBILES; MODELS AND TIERS MODEL AND CONFIGURATION TO BE DEFINED ON ORDER	5,000,000.0000	\$	1.0000
	DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017			
9	APX FLASH UPGRADES DISCOUNT 5%	200,000.0000	\$	1.0000
10	APX ACCESSORIES ORDERED AD-HOC AND NOT AT TIME OF RADIO ORDER DISCOUNT 27%	200,000.0000	\$	1.0000
11	LTE PRODUCTS AND SUBCOMPONENTS DISCOUNT 9%	50,000.0000	\$	1.0000
12	MTR REPEATERS DISCOUNT 20%	200,000.0000	\$	1.0000
13	MOTORBO RADIOS DISCOUNT 12%	1,000.0000	\$	1.0000
14	PAGER (MINITOR SERIES) DISCOUNT 12%	1,000.0000	\$	1.0000
15	SERVICE FROM THE START LITE OR COMPREHINSIVE NO DISCOUNT MUST BE ORDERED AT TIME OF RADIO ORDER	100,000.0000	\$	1.0000

  
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PAGE 5 of 7	ORDER DATE 12/08/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
16	VEHICULAR REPEATER DISCOUNT 9%	1,500,000.0000	\$	1.0000
17	CAMBIUM AND SUBCOMPONENTS DISCOUNT 10%	300,000.0000	\$	1.0000
18	NICE LOGGING RECORDER WITH MOTOROLA INTEGRATION REQUIRES ENGINEERING DISCOUNT 10% LOGGING SERVICES AND MAINTENANCE ARE CO-TERMED TO STATE SUA/MAINTENANCE AGREEMENTS AND HANDLED WITHIN SUA/MAINTENANCE CONTRACT.	2,000,000.0000	\$	1.0000
19	EVENTIDE LOGGING RECORDER WITH MOTOROLA INTEGRATION REQUIRES ENGINEERING DISCOUNT 9% LOGGING SERVICES AND MAINTENANCE ARE CO-TERMED TO STATE SUA/MAINTENANCE AGREEMENTS AND HANDLED WITHIN SUA/MAINTENANCE CONTRACT.	50,000.0000	\$	1.0000
20	RF SITE (VHF/800/UHF) AND SUBCOMPONENTS DISCOUNT 25%	5,000,000.0000	\$	1.0000
21	MCC7100 CONSOLE AND SUBCOMPONENTS DISCOUNT 25%	200,000.0000	\$	1.0000
22	MCC7500 CONSOLE AND SUBCOMPONENTS DISCOUNT 25%	600,000.0000	\$	1.0000
23	MCC7500 K-CORE INCLUDES K1 CORE, 2 POSITIONS, 8 CONVENTIONAL CHANNELS, 1ST YEAR MAINTENANCE	2.0000	EA	240,000.0000
24	WAVE DISCOUNT 9%	250,000.0000	\$	1.0000
25	THREE (3) CHANNEL VHF MICROSITE AND SUBCOMPONENTS	4.0000	EA	289,348.0000
26	180' MONOPOLE, ANTENNA, LINE, PAD, 30' X 30' FENCE, SITE PREPARATION AND SUBCOMPONENTS	3.0000	EA	293,169.0000
27	TWO (2) MCC7500 SITE CONSOLE	4.0000	EA	261,541.0000

*RAB*  
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PAGE 6 of 7	ORDER DATE 12/08/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SITE ADD-ON; INCLUDES: 1. TWO (2) MCC7500 CONSOLES 2. SITE ROUTER 3. SWITCH 4. R56 AUDIT 5. SUBCOMPONENTS 6. INSTALLATION 7. STAGING			
	BACKHAUL TO BE DETERMINED BY OCIO AND LOCAL AGENCY. ADDITIONAL ITEMS NEEDED CAN BE QUOTED PER ITEM DISCOUNT.			
28	ADDITIONAL MC7500 STATE ADD-ON ANY ADDITIONAL ITEMS NEEDED CAN BE QUOTED PER ITEM DISCOUNT.	4.0000	EA	58,255.0000
29	COMMAND CENTRAL AND SUBCOMPONENTS DISCOUNT 9% ADDITIONAL TERMS AND CONDITIONS MAY APPLY	1,000,000.0000	\$	1.0000
30	PREMIER ONE AND SUBCOMPONENTS DISCOUNT 9% ADDITIONAL TERMS AND CONDITIONS MAY APPLY	1,000,000.0000	\$	1.0000
31	EMERGENCY CALLWORKS (ECW) DISCOUNT 9%	1,000,000.0000	\$	1.0000
32	LMS TRAINING DISCOUNT 10%	50,000.0000	\$	1.0000
33	CUSTOMIZED ONSITE TRAINING DISCOUNT 10%	50,000.0000	\$	1.0000
34	CUSTOMIZED ONSITE 3RD PARTY TRAINING DISCOUNT 5%	50,000.0000	\$	1.0000
35	FIRE STATION ALERTING DISCOUNT 10%	1,000.0000	\$	1.0000
36	LABOR: INCLUDES ENGINEERING, PROJECT MANAGMENT, EQUIPMENT CONFIGURATION, SYSTEM DESIGN, TECHNICAL SUPPORT, EQUIPMENT INSTALLATION, EQUIPMENT PROGRAMING AND REPAIR, AND TESTING/ACCEPTANCE SERVICES. RATE IS FOR MONDAY - FRIDAY 8AM - 5PM	1,000,000.0000	\$	1.0000

  
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PAGE 7 of 7	ORDER DATE 12/08/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	\$1,800.00 PER DAY \$225.00 PER HOUR			
37	TRAVEL PER DIEM RATE INCLUDES STANDARD TRAVEL, LODGING AND TRANSPORTATION EXPENSES. \$250.00 PERDAY	40,000.0000	\$	1.0000
38	ASTRO LICENSES 12% DISCOUNT	100,000.0000	\$	1.0000
39	EAM LICENSES 10% DISCOUNT	100,000.0000	\$	1.0000
40	PUBLIC SAFETY COMMUNICATION PARTS OR EQUIPMENT REQUIRED AS PART OF A MOTOROLA ENGINEERED SOLUTION THAT ARE NOT CURRENTLY REPRESENTED ON THE MOTOROLA CATALOG. 9% DISCOUNT FROM CURRENT LIST PRICE	40,000.0000	\$	1.0000
41	OTHER ECAT CATALOG ITEMS NOT ADDRESSED ELSEWHERE 9% DISCOUNT	100,000.0000	\$	1.0000

*RAB*

BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
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Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14534 OC**

PAGE 1 of 7	ORDER DATE 09/26/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	
VENDOR ADDRESS:  MOTOROLA SOLUTIONS INC 1301 E ALGONQUIN RD SCHAUMBURG IL 60196-4041	

THE CONTRACT PERIOD IS:

**JUNE 23, 2016 THROUGH DECEMBER 15, 2017**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5344 OF

Contract to supply and deliver Motorola Public Safety Radio Equipment and Services to the State of Nebraska as per the attached specifications for the contract period June 23, 2016 through December 15, 2017. The contract may be renewed for three (3) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tony Kosiba  
Phone: 402-269-2078  
Fax: 847-761-1209  
E-Mail: tony.kosiba@motorolasolutions.com

Amendment One (1) as attached. (ka 9/26/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APX PORTABLES; MODELS AND TIERS MODEL AND CONFIGURATION TO BE DEFINED ON ORDER DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017	2,000,000.0000	\$	1.0000
2	APX400 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017	1,000,000.0000	\$	1.0000
MAIN RADIO WITH CONFIGURATION:				

*Rene A. Botts* 9/26/2016  
BUYER 9/26/16  
9/30/16  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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**CONTRACT NUMBER**  
**14534 OC**

PAGE 2 of 7	ORDER DATE 09/26/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	<p>ALT: ONE MULTI-FUNCTION KNOB OR ADD: TWO KNOB CONFIGURATION ENH: 3600 OR 9600 TRUNKING BAUD SIN ADD: TDMA ADD: PROGRAMMING OVER P25 (OTAP) ADD: P25 9600 BAUD TRUNKING ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ADD: DVRS PSU ACTIVATION ENH: OTAR WITH MULTIKEY OR ENH: MULTIKEY KNH: AES ENCRYPTION *RSM NEEDED</p> <p>APX4500 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017</p> <p>MAIN RADIO WITH CONFIGURATION: DASH OR REMOTE</p> <p>ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM ADD: APX O2 CONTROL HEAD ADD: APX CONTROL HEAD SOFTWARE ADD: 1/4 WAVE BROADBAND ANT 146-174 ADD: KEYPAD MIC GCAI ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: OTAR W/MULTIKEY ENH: AES ENCRYPTION ENH: OVER THE AIR PROVISIONING ADD: NO SPEAKER NEEDED ADD: DVRS MSU ACTIVATION</p>	1,000,000.0000	\$	1.0000
4	<p>APX6000 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017</p> <p>MAIN RADIO WITH CONFIGURATION: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: PROGRAMMING OVER P25 (OTAP) ADD: DVRS PSU ACTIVATION</p>	500,000.0000	\$	1.0000

  
BUYER INITIALS

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**CONTRACT NUMBER**  
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PAGE 3 of 7	ORDER DATE 09/26/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	ADD: TDMA ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRYPTION APX IMPRESS TM SINGLE UNIT CHARGER (110 VAC) *RSM NEEDED  APX6500 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017  MAIN RADIO WITH CONFIGURATION: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: PROGRAMMING OVER P25 (OTAP) ADD: DVRS PSU ACTIVATION ADD: TDMA ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRYPTION *ANTENNA NEEDED	500,000.0000	\$	1.0000
6	APX8000 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017  MAIN RADIO WITH CONFIGURATION: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: TDMA ADD: OTAP ADD: DVRS PSU ACTIVATION ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRYPTION ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ADD: WIFI CAPABILITY *RSM NEEDED	100,000.0000	\$	1.0000
7	APX8500 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT:	1,000,000.0000	\$	1.0000

  
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	MAIN RADIO WITH CONFIGURATION: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: PROGRAMMING OVER P25 (OTAP) ADD: DVRS PSU ACTIVATION ADD: TDMA ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/MULTIKEY ENH: AES ENCRPTION *ANTENNA NEEDED			
8	APX MOBILES; MODELS AND TIERS MODEL AND CONFIGURATION TO BE DEFINED ON ORDER	5,000,000.0000	\$	1.0000
	DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017			
9	APX FLASH UPGRADES DISCOUNT 5%	200,000.0000	\$	1.0000
10	APX ACCESSORIES ORDERED AD-HOC AND NOT AT TIME OF RADIO ORDER DISCOUNT 27%	200,000.0000	\$	1.0000
11	LTE PRODUCTS AND SUBCOMPONENTS DISCOUNT 9%	50,000.0000	\$	1.0000
12	MTR REPEATERS DISCOUNT 20%	200,000.0000	\$	1.0000
13	MOTORBO RADIOS DISCOUNT 12%	1,000.0000	\$	1.0000
14	PAGER (MINITOR SERIES) DISCOUNT 12%	1,000.0000	\$	1.0000
15	SERVICE FROM THE START LITE OR COMPREHINSIVE NO DISCOUNT MUST BE ORDERED AT TIME OF RADIO ORDER	100,000.0000	\$	1.0000

  
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PAGE 5 of 7	ORDER DATE 09/26/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
16	VEHICULAR REPEATER DISCOUNT 9%	1,500,000.0000	\$	1.0000
17	CAMBIUM AND SUBCOMPONENTS DISCOUNT 10%	300,000.0000	\$	1.0000
18	NICE LOGGING RECORDER WITH MOTOROLA INTEGRATION REQUIRES ENGINEERING DISCOUNT 10% LOGGING SERVICES AND MAINTENANCE ARE CO-TERMED TO STATE SUA/MAINTENANCE AGREEMENTS AND HANDLED WITHIN SUA/MAINTENANCE CONTRACT.	2,000,000.0000	\$	1.0000
19	EVENTIDE LOGGING RECORDER WITH MOTOROLA INTEGRATION REQUIRES ENGINEERING DISCOUNT 9% LOGGING SERVICES AND MAINTENANCE ARE CO-TERMED TO STATE SUA/MAINTENANCE AGREEMENTS AND HANDLED WITHIN SUA/MAINTENANCE CONTRACT.	50,000.0000	\$	1.0000
20	RF SITE (VHF/800/UHF) AND SUBCOMPONENTS DISCOUNT 25%	5,000,000.0000	\$	1.0000
21	MCC7100 CONSOLE AND SUBCOMPONENTS DISCOUNT 25%	200,000.0000	\$	1.0000
22	MCC7500 CONSOLE AND SUBCOMPONENTS DISCOUNT 25%	600,000.0000	\$	1.0000
23	MCC7500 K-CORE INCLUDES K1 CORE, 2 POSITIONS, 8 CONVENTIONAL CHANNELS, 1ST YEAR MAINTENANCE	2.0000	EA	240,000.0000
24	WAVE DISCOUNT 9%	250,000.0000	\$	1.0000
25	THREE (3) CHANNEL VHF MICROSITE AND SUBCOMPONENTS	4.0000	EA	289,348.0000
26	180' MONOPOLE, ANTENNA, LINE, PAD, 30' X 30' FENCE, SITE PREPARATION AND SUBCOMPONENTS	3.0000	EA	293,169.0000

  
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**CONTRACT NUMBER**  
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PAGE 6 of 7	ORDER DATE 09/26/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
27	TWO (2) MCC7500 SITE CONSOLE SITE ADD-ON; INCLUDES: 1. TWO (2) MCC7500 CONSOLES 2. SITE ROUTER 3. SWITCH 4. R56 AUDIT 5. SUBCOMPONENTS 6. INSTALLATION 7. STAGING	4.0000	EA	261,541.0000
	BACKHAUL TO BE DETERMINED BY OCIO AND LOCAL AGENCY. ADDITIONAL ITEMS NEEDED CAN BE QUOTED PER ITEM DISCOUNT.			
28	ADDITIONAL MC7500 STATE ADD-ON ANY ADDITIONAL ITEMS NEEDED CAN BE QUOTED PER ITEM DISCOUNT.	4.0000	EA	58,255.0000
29	COMMAND CENTRAL AND SUBCOMPONENTS DISCOUNT 9% ADDITIONAL TERMS AND CONDITIONS MAY APPLY	1,000,000.0000	\$	1.0000
30	PREMIER ONE AND SUBCOMPONENTS DISCOUNT 9% ADDITIONAL TERMS AND CONDITIONS MAY APPLY	1,000,000.0000	\$	1.0000
31	EMERGENCY CALLWORKS (ECW) DISCOUNT 9%	1,000,000.0000	\$	1.0000
32	LMS TRAINING DISCOUNT 10%	50,000.0000	\$	1.0000
33	CUSTOMIZED ONSITE TRAINING DISCOUNT 10%	50,000.0000	\$	1.0000
34	CUSTOMIZED ONSITE 3RD PARTY TRAINING DISCOUNT 5%	50,000.0000	\$	1.0000
35	FIRE STATION ALERTING DISCOUNT 10%	1,000.0000	\$	1.0000
36	LABOR: INCLUDES ENGINEERING, PROJECT MANAGMENT,	1,000,000.0000	\$	1.0000

  
**BUYER INITIALS**

# STATE OF NEBRASKA CONTRACT AMENDMENT

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**14534 OC**

PAGE 7 of 7	ORDER DATE 09/26/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	EQUIPMENT CONFIGURATION, SYSTEM DESIGN, TECHNICAL SUPPORT, EQUIPMENT INSTALLATION, EQUIPMENT PROGRAMING AND REPAIR, AND TESTING/ACCEPTANCE SERVICES. RATE IS FOR MONDAY - FRIDAY 8AM - 5PM \$1,800.00 PER DAY \$225.00 PER HOUR			
37	TRAVEL PER DIEM RATE INCLUDES STANDARD TRAVEL, LODGING AND TRANSPORTATION EXPENSES. \$250.00 PERDAY	40,000.0000	\$	1.0000
38	ASTRO LICENSES 12% DISCOUNT	100,000.0000	\$	1.0000
39	EAM LICENSES 10% DISCOUNT	100,000.0000	\$	1.0000
40	PUBLIC SAFETY COMMUNICATION PARTS OR EQUIPMENT REQUIRED AS PART OF A MOTOROLA ENGINEERED SOLUTION THAT ARE NOT CURRENTLY REPRESENTED ON THE MOTOROLA CATALOG. 9% DISCOUNT FROM CURRENT LIST PRICE	40,000.0000	\$	1.0000
41	OTHER ECAT CATALOG ITEMS NOT ADDRESSED ELSEWHERE 9% DISCOUNT	100,000.0000	\$	1.0000



BUYER INITIALS

## ORDERING INSTRUCTIONS – Contract 14534 OC, Motorola Solutions, Inc.

- Discounted pricing will be applied as a Discount from List at time of quote/order.
- State Agency orders will be made according to existing Office of the Chief Information Officer (OCIO), Public Safety Team policies and procedures. OCIO Public Safety contacts are:
  1. Mike Jeffres, [mike.jeffres@nebraska.gov](mailto:mike.jeffres@nebraska.gov)
  2. Pam Kemper, [pam.kemper@nebraska.gov](mailto:pam.kemper@nebraska.gov)
  3. Tami Rupe, [tami.rupe@nebraska.gov](mailto:tami.rupe@nebraska.gov)
- All Purchase Orders will be written to Motorola Solutions, Inc.
- Orders may be placed by e-mail or online (Motorola On Line [MOL]). State Agencies will be provided access to MOL per OCIO policies and procedures. Contact OCIO Public Safety staff listed above for assistance. Political subdivisions will work directly with Motorola to have a MOL account initiated.
- Manufacturer's Representatives may process Purchase Orders on behalf of Motorola. Manufacturer's Representatives are:
  1. D&D Communications; Lincoln, Omaha
  2. Electronic Engineering; Omaha, Columbus, Sioux City
  3. Platte Valley Communications; Kearney
- Manufacturer's Representatives **cannot** process orders for items listed below. Purchase Orders for these items must be sent to Motorola directly.
  1. PremierOne
  2. Emergency Command Works (ECW) *exception: ECW can be ordered from Platte Valley Communications; Kearney*
  3. CommandCentral
  4. Fire Station Alerting
  5. NICE logging Recorder with Motorola integration
  6. Eventide Logging Recorder with Motorola integration

AMENDMENT ONE  
Contract  
Motorola Public Safety Radio Equipment and Services  
Between  
The State of Nebraska and Motorola Solutions, Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and Motorola Solutions, Inc. parties to Contract 14534 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the Contract as follows:


Adding lines 36 through 41 effective upon signature:


Line	Description	Unit of Measure	Unit Price
36	LABOR: INCLUDES ENGINEERING, PROJECT MANAGEMENT, EQUIPMENT CONFIGURATION, SYSTEM DESIGN, TECHNICAL SUPPORT, EQUIPMENT INSTALLATION, EQUIPMENT PROGRAMMING AND REPAIR, AND TESTING/ACCEPTANCE SERVICES. RATE IS FOR MONDAY - FRIDAY, 8AM - 5PM  \$1,800.00 PER DAY \$225.00 PER HOUR	\$	1.0000
37	TRAVEL PER DIEM RATE INCLUDES STANDARD TRAVEL, LODGING AND TRANSPORTATION EXPENSES.  \$250 PER DAY	\$	1.0000
38	ASTRO LICENSES  12% DISCOUNT	\$	1.0000
39	EAM LICENSES  10% DISCOUNT	\$	1.0000

40	PUBLIC SAFETY COMMUNICATION PARTS OR EQUIPMENT REQUIRED AS PART OF A MOTOROLA ENGINEERED SOLUTION THAT ARE NOT CURRENTLY REPRESENTED ON THE MOTOROLA CATALOG  9% DISCOUNT FROM CURRENT LIST PRICE.	\$	1.0000
41	OTHER ECAT CATALOG ITEMS NOT ADDRESSED ELSEWHERE  9% DISCOUNT	\$	1.0000

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska  
 By:   
 Name: Bo Bothelo  
 Title: AS Materiel Administrator  
 Date: 9/30/16

Contractor: Motorola Solutions, Inc.  
 By:   
 Name: Ali Kapadia  
 Title: MSSSI Vice President  
 Date: 9/23/16

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
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Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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**14534 OC**

PAGE 1 of 6	ORDER DATE 06/23/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	
VENDOR ADDRESS:  MOTOROLA SOLUTIONS INC 1301 E ALGONQUIN RD SCHAUMBURG IL 60196-4041	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**JUNE 23, 2016 THROUGH DECEMBER 15, 2017**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5344 OF

Contract to supply and deliver Motorola Public Safety Radio Equipment and Services to the State of Nebraska as per the attached specifications for the contract period June 23, 2016 through December 15, 2017. The contract may be renewed for three (3) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tony Kosiba  
Phone: 402-269-2078  
Fax: 847-761-1209  
E-Mail: tony.kosiba@motorolasolutions.com

ka 6/23/16

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APX PORTABLES; MODELS AND TIERS MODEL AND CONFIGURATION TO BE DEFINED ON ORDER DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017	2,000,000.0000	\$	1.0000
2	APX400 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017	1,000,000.0000	\$	1.0000

MAIN RADIO WITH CONFIGURATION:  
ALT: ONE MULTI-FUNCTION KNOB OR

*Rene A. Botts* 6/23/2016  
BUYER  
*6/23/16*  
MATERIEL ADMINISTRATOR

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BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	ADD: TWO KNOB CONFIGURATION ENH: 3600 OR 9600 TRUNKING BAUD SIN ADD: TDMA ADD: PROGRAMMING OVER P25 (OTAP) ADD: P25 9600 BAUD TRUNKING ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ADD: DVRS PSU ACTIVATION ENH: OTAR WITH MULTIKEY OR ENH: MULTIKEY KNH: AES ENCRYPTION *RSM NEEDED  APX4500 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017  MAIN RADIO WITH CONFIGURATION: DASH OR REMOTE  ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM ADD: APX O2 CONTROL HEAD ADD: APX CONTROL HEAD SOFTWARE ADD: 1/4 WAVE BROADBAND ANT 146-174 ADD: KEYPAD MIC GCAI ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: OTAR W/MULTIKEY ENH: AES ENCRYPTION ENH: OVER THE AIR PROVISIONING ADD: NO SPEAKER NEEDED ADD: DVRS MSU ACTIVATION	1,000,000.0000	\$	1.0000
4	APX6000 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017 30% AFTER DEC 15, 2017  MAIN RADIO WITH CONFIGURATION: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: PROGRAMMING OVER P25 (OTAP) ADD: DVRS PSU ACTIVATION ADD: TDMA	500,000.0000	\$	1.0000

*RAB*  
BUYER INITIALS

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7	APX8500 FIXED CONFIGURATION - DEFINED CONFIGURATION: DISCOUNT: 40% UNTIL DEC 15, 2017	1,000,000.0000	\$	1.0000

  
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22	MCC7500 CONSOLE AND SUBCOMPONENTS DISCOUNT 25%	600,000.0000	\$	1.0000
23	MCC7500 K-CORE INCLUDES K1 CORE, 2 POSITIONS, 8 CONVENTIONAL CHANNELS, 1ST YEAR MAINTENANCE	2.0000	EA	240,000.0000
24	WAVE DISCOUNT 9%	250,000.0000	\$	1.0000
25	THREE (3) CHANNEL VHF MICROSITE AND SUBCOMPONENTS	4.0000	EA	289,348.0000
26	180' MONOPOLE, ANTENNA, LINE, PAD, 30' X 30' FENCE, SITE PREPARATION AND SUBCOMPONENTS	3.0000	EA	293,169.0000
27	TWO (2) MCC7500 SITE CONSOLE	4.0000	EA	261,541.0000

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14534 OC**

PAGE 6 of 6	ORDER DATE 06/23/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 502529	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SITE ADD-ON; INCLUDES: 1. TWO (2) MCC7500 CONSOLES 2. SITE ROUTER 3. SWITCH 4. R56 AUDIT 5. SUBCOMPONENTS 6. INSTALLATION 7. STAGING			
	BACKHAUL TO BE DETERMINED BY OCIO AND LOCAL AGENCY. ADDITIONAL ITEMS NEEDED CAN BE QUOTED PER ITEM DISCOUNT.			
28	ADDITIONAL MC7500 STATE ADD-ON ANY ADDITIONAL ITEMS NEEDED CAN BE QUOTED PER ITEM DISCOUNT.	4.0000	EA	58,255.0000
29	COMMAND CENTRAL AND SUBCOMPONENTS DISCOUNT 9% ADDITIONAL TERMS AND CONDITIONS MAY APPLY	1,000,000.0000	\$	1.0000
30	PREMIER ONE AND SUBCOMPONENTS DISCOUNT 9% ADDITIONAL TERMS AND CONDITIONS MAY APPLY	1,000,000.0000	\$	1.0000
31	EMERGENCY CALLWORKS (ECW) DISCOUNT 9%	1,000,000.0000	\$	1.0000
32	LMS TRAINING DISCOUNT 10%	50,000.0000	\$	1.0000
33	CUSTOMIZED ONSITE TRAINING DISCOUNT 10%	50,000.0000	\$	1.0000
34	CUSTOMIZED ONSITE 3RD PARTY TRAINING DISCOUNT 5%	50,000.0000	\$	1.0000
35	FIRE STATION ALERTING DISCOUNT 10%	1,000.0000	\$	1.0000

*RAB*  
BUYER INITIALS

## ORDERING INSTRUCTIONS – Contract 14534 OC, Motorola Solutions, Inc.

- Discounted pricing will be applied as a Discount from List at time of quote/order.
- State Agency orders will be made according to existing Office of the Chief Information Officer (OCIO), Public Safety Team policies and procedures. OCIO Public Safety contacts are:
  1. Mike Jeffres, [mike.jeffres@nebraska.gov](mailto:mike.jeffres@nebraska.gov)
  2. Pam Kemper, [pam.kemper@nebraska.gov](mailto:pam.kemper@nebraska.gov)
  3. Tami Rupe, [tami.rupe@nebraska.gov](mailto:tami.rupe@nebraska.gov)
- All Purchase Orders will be written to Motorola Solutions, Inc.
- Orders may be placed by e-mail or online (Motorola On Line [MOL]). State Agencies will be provided access to MOL per OCIO policies and procedures. Contact OCIO Public Safety staff listed above for assistance. Political subdivisions will work directly with Motorola to have a MOL account initiated.
- Manufacturer's Representatives may process Purchase Orders on behalf of Motorola. Manufacturer's Representatives are:
  1. D&D Communications; Lincoln, Omaha
  2. Electronic Engineering; Omaha, Columbus, Sioux City
  3. Platte Valley Communications; Kearney
- Manufacturer's Representatives **cannot** process orders for items listed below. Purchase Orders for these items must be sent to Motorola directly.
  1. PremierOne
  2. Emergency Command Works (ECW) *exception: ECW can be ordered from Platte Valley Communications: Kearney*
  3. CommandCentral
  4. Fire Station Alerting
  5. NICE logging Recorder with Motorola integration
  6. Eventide Logging Recorder with Motorola integration

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

SOLICITATION NUMBER & DESCRIPTION	RELEASE DATE
<b>INVITATION TO BID 5344 OF, "Motorola Public Safety Radio Equipment and Services"</b>	<b>June 8, 2016</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>June 17, 2016 2:00 p.m. Central Time</b>	<b>René A. Botts</b>

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

**BIDDER MUST COMPLETE THE FOLLOWING**

DISCOUNT PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS

By signing this Invitation To Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Deliver Date may cause quotation to be REJECTED.

**SIGN HERE** \_\_\_\_\_



John Zidar

**(Authorized Signature MANDATORY-MUST BE SIGNED IN INK)**

*Enter Contact Information Below*

VENDOR #: \_\_\_\_\_ CONTACT: Tony Kosiba  
 VENDOR: Motorola Solutions TELEPHONE: 402-269-2978  
 ADDRESS: 593 South 26th Road FACSIMILE: 847-761-1209  
Syracuse, NE 68446 EMAIL: tony.kosiba@motorolasolutions.com

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services 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:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**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.

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the Invitation to Bid. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Bid/Proposal:** The offer submitted by a vendor in a response to 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 vendor will not withdraw the bid.

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

**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 purchase order without expectation of conducting or performing it at a later time.

**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:** Any individual or entity having a contract or awarded purchase order to furnish commodities or services.

**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.

**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 services 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 vendor'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/proposals (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 vendor. Vendor 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 RFP, ITB (written solicitation) or contract are completed.

**Late Bid/Proposal:** 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 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.

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

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

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

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

**Payroll & Financial Center (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.

**Pre-Bid/Pre-Proposal 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 which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, 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 services to be provided under the contract.

**Proposal:** See Bid/Proposal.

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

**Protest/Grievance:** A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor 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 Proposal/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.

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

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

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

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

**Shall/Will/Must:** An order/command; mandatory.

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

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

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

**Sole Source – Services:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor 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.

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

**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 vendor 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:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. SCOPE OF THE INVITATION TO BID (ITB)**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), is issuing this Invitation To Bid, Number 5344 OF to provide Motorola Public Safety Radio Equipment and Services. The State of Nebraska, Office of the Chief Information Officer (OCIO) has responsibility for the Statewide Public Safety Radio System consisting of currently fifty six (56) tower sites. The requested equipment and services will be used by the State and Nebraska political sub-divisions to source materials and services.

The State is seeking to establish a contract inclusive of Motorola product lines, categories and services to support the existing Statewide Public Radio System and to allow maximum flexibility of product availability for future projects, enhancements and expansion.

Therefore, the State is requesting discounted pricing from list on specific categories for which need is known or estimated; the State is also requesting that Motorola provide a discount structure for the balance of their product offering, including future offerings. Price lists or catalogs may be on-line, but must be retrievable by the state for audit purposes and documentation needs to ensure contract compliance.

A contract resulting from this Invitation To Bid will be issued from date of award through December 15, 2017, with the option to be renewed for three (3) additional two (2) year periods as mutually agreed upon by all parties.

**ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>

**A. SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Invitation To Bid	June 8, 2016
2.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	June 17, 2016, 2:00 p.m. Central Time
3.	Review for conformance of mandatory requirements	To be announced
4.	Review period	To be announced
5.	Contract finalization period	To be announced
6.	Contract award	To be announced

## II. PROCUREMENT PROCEDURES

### A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Invitation To Bid reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: René A. Botts  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

### B. GENERAL INFORMATION

The Invitation To Bid (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing Motorola Public Safety Radio Equipment and Services at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation To Bid will not be considered.

Bids shall conform to all instructions, conditions, and requirements included in the Invitation To Bid. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation To Bid, and respond to each requirement in the format prescribed.

In addition to the provisions of this Invitation To Bid and the awarded bid, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

A fixed-price contract will be awarded as a result of this Invitation to Bid.

### C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bid is issued until a determination is announced regarding the contract award, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Invitation To Bid. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this ITB.

Once a Contractor is preliminarily selected, as documented in the intent to award, that Contractor is restricted from communicating with State staff until a contract is signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Invitation To Bid or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a Bidder's bid and/or selection irrespective of any other condition. No individual member of the State or employee of the State is empowered to make binding statements regarding this Invitation To Bid. The Buyer will issue any clarifications or opinions regarding this Invitation To Bid in writing.

### D. SUBMISSION OF BIDS

The following describes the requirements related to bid submission, bid handling, and review by the State.

To facilitate the evaluation process, one (1) original of the entire bid should be submitted. Bids must be submitted by the bid due date and time. **A separate sheet must be provided that clearly states which sections, if applicable, have been submitted as proprietary or have copyrighted materials.** All proprietary information the Bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Invitation To Bid number must be included in all correspondence.

### E. IMPORTANT NOTICE LANGUAGE

Bid responses should include the completed Form A and Bidder Contact Sheet. Bids must reference the Invitation To Bid number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the page of the calendar or bidder's bid response packet. Rejected late bids will return to the bidder unopened.

**F. 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.

**G. PAYMENT**

Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

**H. BID EXECUTION**

Bids must be signed in ink by the Bidder on the State of Nebraska's Invitation To Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation To Bid form. Erasures and alternations must be initialed by the Bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

**I. BID OPENING**

The sealed bids will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Bids will be available for viewing by those present at the bid opening. Vendors may also contact the State to schedule an appointment for viewing bids after the Intent to Award has been posted to the website.

**J. ELECTRONIC DOCUMENTS/FACSIMILE SUBMISSIONS**

The State Purchasing Bureau will not accept electronic responses to an Invitation To Bid for a commodity contract at any dollar amount. However, an exception applies to one-time purchase bids under \$25,000. These one-time purchase bids may be submitted by electronic means, but cannot exceed ten (10) pages.

Sealed responses to an Invitation To Bid that contain a two party bid, may include electronic pages transmitted between the two parties, but these documents cannot be submitted to the State Purchasing Bureau by electronic means. No direct electronic solicitation responses will be accepted for a commodity contract of any estimated value.

**K. VALID BID TIME**

Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation To Bid.

**L. ALTERNATE/EQUIVALENT BIDS**

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

**M. LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Rejected late bids will be returned to the Bidder unopened. The State is not responsible for bids that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

**N. NO BID**

If not submitting a bid, respond by returning the Invitation To Bid form explaining the reason in the space provided. NOTE: To qualify as a respondent, Bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

**O. LUMP SUM OR ALL OR NONE BIDS**

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

**P. REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The State reserves the right to reject any or all bids and re-advertise for bids; and further reserves the right to waive any informality or irregularity.

**Q. EVALUATION OF BIDS**

All responses to this Invitation To Bid which fulfill all mandatory requirements will be evaluated for conformance to requested specifications. Elements that may also be considered include but are not limited to:

1. The ability, capacity, and skill of the Bidder to deliver and implement the system or project, or provide the requested goods, that meet the requirements of the Invitation to Bid;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the contract within the specified time frame;
4. The quality of Bidder performance on prior contracts; and
5. Such other information that may be secured and that has a bearing on the decision to award the contract.

**R. BID TABULATIONS**

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>.

Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined, after the evaluation period is over, during normal business hours by appointment.

**S. MANDATORY REQUIREMENTS**

The bids will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Bids not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Invitation To Bid for Commodity Contract form, signed in ink; and
2. The completed Invitation To Bid document.

**T. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that may be identified by the company in the bid, those indicated through the explicitly specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects. The State may use a third party to conduct reference checks.

**U. RECYCLING**

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**V. EVALUATION CRITERIA AND AWARD**

The State of Nebraska reserves the right to evaluate bids in a manner, and utilizing methods, selected in the State of Nebraska's best interest and discretion. The State of Nebraska may waive informalities or irregularities in bids if the waiver is in the best interest of the State of Nebraska and such waiver does not prejudice other bidders in the State of Nebraska's discretion. After evaluation of the bids, the State of Nebraska may take, in the State's discretion, one or more of the following actions:

- Accept or reject a portion of or all of a bid;
- Accept or reject all bids;
- Withdraw the Invitation to Bid;
- Elect to rebid the Invitation to Bid;
- Award single lines or multiple lines to one or more bidders; or,
- Award one or more complete contracts.

The State of Nebraska reserves the right to make awards that are in the best interest of the State of Nebraska. The State of Nebraska may consider, but is not limited to, one or more of the following award criteria:

- Price;
- Location;

Quality;  
Delivery time; and,  
State contract management requirements or costs.

By submitting a bid in response to this Invitation to Bid, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once an Intent to Award decision has been determined, it will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html/>

**W. POLITICAL SUB-DIVISIONS**

The Contractor will extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**X. VIOLATION OF TERMS AND CONDITIONS**

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**III. INVITATION TO BID - TERMS AND CONDITIONS**

By signing the "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 Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by one (1) clearly identifying the term or condition by subsection, and two (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. Bidders must include completed Section III with their ITB response.

The State of Nebraska is soliciting bids in response to the ITB. The State of Nebraska will not consider bids that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this ITB must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the ITB or resulting contract the Bidder's clause shall be subordinate to the ITB or resulting contract.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JZ			Please see Contractor Addendum for additional Terms and Conditions

The contract resulting from this Invitation To Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Invitation To Bid form and the Contractor's Bid Response signed in ink
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation To Bid form and the Contractor's Bid Response 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once bids are opened they become the property of the State of Nebraska and will not be returned.

**B. DEBARMENT**

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

The contractor, by signature to the Invitation To Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements

in any and all subcontracts into which it enters. The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notices if contractor becomes debarred during the term of this contract.

**C. SPECIFICATIONS**

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

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 State Procurement Manager will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**D. DRUG POLICY**

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

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

**E. NE ACCESS TECHNOLOGY STANDARDS**

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

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

**F. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of

race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 t 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 services to be covered by any contract resulting from this Invitation To Bid.

**G. PERMITS, REGULATIONS, LAWS**

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

In addition to its responsibilities described elsewhere in an order, the State will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the order as reasonably requested by Contractor so that it may perform its duties in accordance with the performance schedule and Statement of Work. If the Statement of Work so indicates, Contractor may assist the State in the local building permit process. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of an order or use of the Products. The State will obtain and comply with all Federal Communications Commission (“FCC”) licenses and authorizations required for the installation, operation and use of the Products before the scheduled installation of the Products. Although Contractor might assist the State in the preparation of its FCC license applications, neither Contractor nor any of its employees is an agent or representative of the State in FCC or other matters.

**H. OWNERSHIP OF INFORMATION AND DATA**

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

All intellectual property developed, originated, or prepared by Contractor in connection with providing to the State Equipment, Software, or related services remain vested exclusively in Contractor, and this contract does not grant to the State any shared development rights of intellectual property.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for third party products provided to the State. It shall be the responsibility of the Contractor to pay for all royalties and costs set forth above, and the State must be held harmless from any such claims.

**I. INSURANCE REQUIREMENTS**

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

Contractor shall not commence work under this contract until it has obtained all the insurance required hereunder and such insurance has been approved by the State, nor shall Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of subcontractor has been obtained and approved by the State. Approval of the insurance by the State does not relieve or decrease the liability of the Contractor hereunder. If by the terms of any insurance a mandatory deductible is required, or if Contractor elects to increase the mandatory deductible amount, Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim. This section shall in no way affect the indemnification, remedy, or warranty provisions set forth in this contract or the State’s right of recovery hereunder.

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

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

**1. WORKERS' COMPENSATION INSURANCE**

Contractor shall take out and maintain during the life of the this contract the statutory Workers' Compensation and Employers' Liability Insurance for all of its employees to be engaged in work under this contract and, in case any such work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is being performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of the insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverages. The policy shall include the State as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess. The Commercial Auto Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$2,000,000 any one person
Bodily Injury/Property Damage	\$2,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
Statutory Limits- All States	Statutory - State of Nebraska
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$2,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
<b>SUBROGATION WAIVER</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>LIABILITY WAIVER</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess."	

**4. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their bid response, a memorandum of insurance coverage. A certificate of insurance shall be provided after contract execution per the contract terms.

Administrative Services  
 State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**J. COOPERATION WITH OTHER CONTRACTORS**

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

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
3. The State reserves the right to award multiple contracts or to award line by line contract.

**K. INDEPENDENT CONTRACTOR**

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

**L. CONTRACTOR RESPONSIBILITY**

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

JZ			
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The Contractor is solely responsible for fulfilling orders, with responsibility for all services offered and Products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract and order. The Contractor shall be the sole point of contact regarding all contractual matters.

Following execution of an order, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract. Contractor may subcontract any of the work, but subcontracting will not relieve Contractor of its duties under an order.

**M. CONTRACTOR PERSONNEL**

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

The Contractor warrants that all persons assigned to a project shall be employees of the Contractor or its Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

The State reserves the right to require the Contractor to reassign or remove from a project any Contractor or Subcontractor employee for reasonable cause.

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

1. any and all 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. injuries incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**N. CONTRACT CONFLICTS**

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

Contractor shall insure that than any subcontract entered into as a result of this contract shall not operate to defeat the terms and conditions of this contract.

**O. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

The Contractor shall not knowingly recruit or employ any State employee or agent who has worked on the Invitation To Bid or project, or who had any influence on decisions affecting the Invitation To Bid or project. This prohibition shall expire one year after termination of this contract.

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

JZ			
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**P. BEGINNING OF WORK**

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

The Bidder shall not commence any billing until a valid contract has been fully executed by the parties.

**Q. STATE PROPERTY**

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

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

**R. SITE RULES AND REGULATIONS**

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

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

**S. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

**T. RIGHT TO AUDIT**

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

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. 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 for a completed order exceeds one percent (1%) of the total order amount, 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 days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

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

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

The Contractor shall have a disaster recovery and back-up plan. Upon request the Contractor shall provide the State with evidence of the plan.

**V. LATE PERFORMANCE**

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

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.

**W. CONFLICT OF INTEREST**

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

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

**X. BID PREPARATION COSTS**

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

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

**Y. ERRORS AND OMISSIONS**

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

The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting contract. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

**Z. ASSIGNMENT BY THE STATE**

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**AA. ASSIGNMENT BY THE CONTRACTOR**

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

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 in connection with 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.

**BB. GOVERNING LAW**

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**CC. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the losing party agrees 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.

**DD. ADVERTISING**

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

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**EE. NOTIFICATION**

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

JZ			
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During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in its bid and the buyer noted in Section II Part A., Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Certified Mail, postage prepaid, return receipt requested (or by a recognized courier service, such as Federal Express, UPS, or DHL), to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon receipt.

Contractor's address for notices is:

Motorola Solutions, Inc.  
 Attn: Tony Kosiba  
 593 South 26th Road  
 Syracuse, NE 68446

With copy to:

Motorola Solutions, Inc.  
 Attn: Law Department IL01 / 10th Floor  
 1303 East Algonquin Road  
 Schaumburg, IL 60196

Agency Contact:

Office of the Chief Information Officer  
 Attn: Mike Jeffres, IT Manager Public Safety  
 501 S 14<sup>th</sup> Street  
 Lincoln, NE 68508

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**FF. EARLY TERMINATION**

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

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, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the Contractor. Termination shall not relieve the Contractor of warranty or other obligations incurred under the terms of the contract. In the event of cancellation the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided. Contractor may submit an invoice or file a claim for the State's consideration requesting payment for any costs Contractor claims are owed and payable under the contract directly related to the termination, excluding lost profit.
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 or provision of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
  - j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this contract.

**GG. BREACH BY CONTRACTOR**

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

. If either Party fails to perform a material obligation under the Contract, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. The defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of the order and recover damages as permitted by law and this contract. Allowing the other party time to cure a failure or breach of contract does not waive the non-defaulting Party's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**HH. FORCE MAJEURE**

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

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Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The burden of proof for the need for such relief shall rest upon the requesting party. To obtain release based on a Force Majeure Event, the requesting party shall file a written request for relief with the other party. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract. The party receiving a request for relief shall promptly grant relief as is equitable under the circumstances.

**II. PAYMENT**

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

Acceptance of commodities will occur upon delivery to the State unless a Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, the State's use of the commodities for their operational purposes will constitute acceptance. For commodities Contractor will submit invoices to the State for Products when they are shipped and for services, if applicable, when they are performed. Contractor will submit invoices for service to the State according to a milestone payment schedule to be agreed upon and incorporated in the statement of work. State will make payments in compliance with State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). State will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution.

**JJ. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. Invoices shall clearly reference the Purchase Order Number. 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.

**KK. TAXES**

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**LL. INSPECTION AND APPROVAL**

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work. Contractor acknowledges the State's right to inspect materials, equipment and workmanship at Contractor's manufacturing or staging facilities for the limited purpose of evaluating Contractor's performance of this contract. The State must provide Contractor thirty days' written notice prior to the inspection of any facility and will be responsible for its own costs associated with such inspection. Contractor will restrict inspection of its facilities to normal business hours, to areas that are relevant to the performance of the contract, and to areas which Contractor does not consider confidential or proprietary in nature. A Contractor representative must accompany the State's employees at all times.

**MM. SEVERABILITY**

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

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 particular provision held to be invalid.

**NN. CONFIDENTIALITY**

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

During the term of this contract, the parties may provide each other with Confidential Information. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this contract, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this contract; or is explicitly approved for release by written authorization of the disclosing Party. Each party will: maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this contract. Confidential Information is and will at all times remain the property of the disclosing party, and no grant of any proprietary

rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this contract. The receiving Party shall provide written notice on the proposed release of information to the disclosing party and it will be the disclosing party's obligation to contest the disclosure.

**OO. PROPRIETARY INFORMATION**

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

Data contained in the bid and all documentation provided therein, become a public record and will be posted to a public website unless submitted and acknowledged as proprietary information. If the Bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the Bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Invitation To Bid as proprietary.** Pricing submitted in Bidder's ITB may not be marked as proprietary information. Failure of the Bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other Bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**PP. PRICES**

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

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

Discounts and fixed prices quoted on ITB form shall remain fixed from date of contract award through December 15, 2017. For pricing based on discounts, prices will be based on Contractor's then current published list prices, less the specified discounts. The Contractor will quote net pricing for each potential order prior to order placement.

The Contractor may propose an adjusted discount percentage and fixed prices for each renewal period. If accepted, the discount percentage and fixed pricing shall be fixed for that renewal period.

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

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or

municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**QQ. ETHICS IN PUBLIC CONTRACTING**

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

No Bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No Bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the contract be completed without external influence. It is not the intent of this section to prohibit Bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Invitation To Bid or the format or content of their bid.

If the Bidder is found to be in non-compliance with this section of the Invitation To Bid, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**RR. INDEMNIFICATION**

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

**1. GENERAL**  
 Contractor will indemnify and hold the State harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against the State, or State personnel to the extent it is caused by the negligence of Contractor, its subcontractors, or their employees or agents, while performing their duties under this contract, if the State gives Contractor prompt, written notice of the claim or suit. The State will cooperate with Contractor in its defense or settlement of the claim or suit. To the extent permitted by law this section sets forth the full extent of Contractor's general indemnification of the State from liabilities that are in any way related to Contractor's performance under this contract.

**2. INTELLECTUAL PROPERTY**  
 Contractor will defend at its expense any suit brought against the State to the extent it is based on a third-party claim alleging that the Equipment manufactured by Contractor or the Contractor Software ("Contractor Product") directly infringes a United States patent or copyright ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: the State promptly notifying Contractor in writing of the Infringement Claim; Contractor having, subject to the Nebraska Attorney General's statutory obligation to represent the State, control of the defense of the suit and all negotiations for its settlement or compromise; and the State providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the Infringement Claim. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded

against the State by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for the State the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant the State a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination by the State or its other contractors of the Contractor Product with any software, apparatus or device not furnished by Contractor; (b) the use of ancillary equipment or software by the State not furnished by Contractor and that is attached to or used in connection with the Contractor Product; (c) Contractor Product designed or manufactured in accordance with the State's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Contractor Product by a party other than Contractor if allowed by the State; (e) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this contract; or (f) the failure by the State to install an enhancement release to the Contractor Software that is intended to correct the claimed infringement. In no event will Contractor's liability resulting from its indemnity obligation to the State extend in any way to royalties payable on a per use basis or the State's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Contractor from the State from sales or license of the infringing Contractor Product.

3. **PERSONNEL** The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, or employee benefits relating to any of the personnel provided by the Contractor.

4. **SELF-INSURANCE**  
 The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**SS. ANTITRUST**

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

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.

**TT. EMPLOYEE WORK ELIGIBILITY STATUS**

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

The Contractor hereby agrees to comply with federal immigration law.



#### **IV. SCOPE OF WORK**

The Bidder must provide the following information in response to this Invitation To Bid.

##### **A. SCOPE**

It is the intent of this bid invitation to establish a contract to supply Motorola Public Safety Radio Equipment and Services per the attached specifications from date of award for a period of two (2) years with the option to renew for an additional three (3) two (2) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation To Bid and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Motorola Public Safety Radio Equipment and Services whether or not they may be specifically mentioned below.

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 items proposed. 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. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the Bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

##### **B. AMENDMENT**

This Contract may be amended at any time in writing upon the agreement of both parties.

##### **C. REVISIONS**

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

**V. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**BIDDER INSTRUCTIONS**

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

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

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

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

YES	NO	NO & PROVIDE ALTERNATIVE	1. NON-COMPLIANCE STATEMENT
X			A. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.
X			B. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.
X			C. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any Invitation To bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRICE LISTS, CATALOG and ONLINE ORDER ACCESS
X			A. The State of Nebraska is requesting pricing based on discount from list on the categories of equipment listed below. <b>The State encourages higher discount percentages for bundled and volume purchases. The Contractor may offer greater discounts and additional incentives, but the discount structure cannot drop below the original percentage.</b>
X			B. Provide a discount structure from list. List may include on line order portal, but the pricing and related discount per category must be verifiable for documentation and audit purposes.
X			C. Provide instructional literature so the State of Nebraska agencies, board or commissions or political-subdivisions may determine the correct discount.

X			D. Using agencies will require log-in to online order portal or catalog/list price for the State of Nebraska.
X			E. The State is requesting discount from list on specific categories listed below. The State is also requesting that for categories and equipment not specifically identified within this document, that Contractor provide a discount structure for all other categories, i.e., a "catalog" with associated discount categories.
<b>NOTES/COMMENTS:</b>			
B. Pricing will be applied as a Discount from List at time of quote/order.			
D. Per the existing State OCIO policies regarding State agencies purchases.			

YES	NO	NO & PROVIDE ALTERNATIVE	3. DELIVERY LOCATIONS
X			Delivery of engineered site equipment may be made statewide, as needed. The primary delivery location will be the OCIO, but there may be need for alternate delivery.
<b>NOTES/COMMENTS:</b>			
The PO must state the Ship To location and the Ultimate Destination address			

## CATEGORIES OF EQUIPMENT REQUIRED

YES	NO	STATE DISCOUNT %	4. SUBSCRIBER RADIO EQUIPMENT , REPEATERS, SCADA, and ACCESSORIES
X		40% Until Dec 15, 2017 30% After Dec 15, 2017	A. APX portables; models and tiers
X		40% Until Dec 15, 2017 30% After Dec 15, 2017	B. APX4000 Fixed Configuration – Define Configuration:  Main Radio with configuration: ALT: ONE MULTI-FUNCTION KNOB OR ADD: TWO KNOB CONFIGURATION ENH: 3600 OR 9600 TRUNKING BAUD SIN ADD: TDMA ADD: PROGRAMMING OVER P25 (OTAP) ADD: P25 9600 BAUD TRUNKING ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ADD: DVRS PSU ACTIVATION ENH: OTAR with MULTIKEY OR ENH: MULTIKEY ENH: AES ENCRYPTION *RSM Needed

X		40% Until Dec 15, 2017 30% After Dec 15, 2017	<p>C. APX4500 Fixed Configuration – Define Configuration:</p> <p>Main Radio with configuration: Dash or Remote</p> <p>ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM ADD: APX O2 CONTROL HEAD ADD: APX CONTROL HEAD SOFTWARE ADD: 1/4 WAVE BROADBAND ANT 146-174</p> <p>ADD: KEYPAD MIC GCAI ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: OTAR w/MULTIKEY ENH: AES ENCRYPTION ENH: OVER THE AIR PROVISIONING ADD: NO SPEAKER NEEDED ADD: DVRS MSU ACTIVATION</p>
X		40% Until Dec 15, 2017 30% After Dec 15, 2017	<p>D. APX6000 Fixed Configuration – Define Configuration:</p> <p>Main Radio with configuration:</p> <p>ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: PROGRAMMING OVER P25 (OTAP) ADD: DVRS PSU ACTIVATION ADD:TDMA</p> <p>ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/ MULTIKEY ENH: AES ENCRYPTION APX IMPRES™ SINGLE UNIT CHARGER (110 VAC) *RSM Needed</p>
X		40% Until Dec 15, 2017 30% After Dec 15, 2017	<p>E. APX6500 Fixed Configuration – Define Configuration:</p> <p>Main Radio with configuration:</p> <p>ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: PROGRAMMING OVER P25 (OTAP) ADD: DVRS PSU ACTIVATION ADD:TDMA</p> <p>ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/ MULTIKEY ENH: AES ENCRYPTION * Antenna needed</p>

X		40% Until Dec 15, 2017 30% After Dec 15, 2017	F. APX8000 Fixed Configuration – Define Configuration:  Main Radio with configuration: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: TDMA ADD: OTAP ADD: DVRS PSU ACTIVATION ENH: ASTRO 25 OTAR W/ MULTIKEY ENH: AES ENCRYPTION ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ADD: WIFI CAPABILITY *RSM Needed
X		40% Until Dec 15, 2017 30% After Dec 15, 2017	G. APX8500 Fixed Configuration – Define Configuration:  Main Radio with configuration: ADD: ASTRO DIGITAL CAI OPERATION ADD: SMARTZONE OPERATION ADD: P25 9600 BAUD TRUNKING ADD: PROGRAMMING OVER P25 (OTAP) ADD: DVRS PSU ACTIVATION ADD:TDMA ADD: ADVANCED SYSTEM KEY - HARDWARE KEY ENH: ASTRO 25 OTAR W/ MULTIKEY ENH: AES ENCRYPTION * Antenna needed
X		40% Until Dec 15, 2017 30% After Dec 15, 2017	H. APX mobiles; models and tiers
X		5%	I. APX options
X		27%	J. APX accessories
X		9%	K. LTE Products and Subcomponents
X		20%	L. MTR Repeaters
X		12%	M. MOTOTRBO Radios
X		12%	N. Pager (Minitor series)
X		0% 9%	O. Contractor – List Additional Categories/Discounts Here: Service from the Start Lite or Comprehensive  Vehicular Repeater

**NOTES/COMMENTS:**

A & H are based on orders such as non-defined configurations.

I. Discount for APX Flash Upgrades

J. Based on accessories ordered ad-hoc and not at time of radio order.

O. Service From the Start required in subscriber; not listed in based configuration due to discount level in category  
Fixed configurations can be ADDED to for subscriber line items, these are minimums.

YES	NO	STATE DISCOUNT %	5. NETWORK EQUIPMENT and ACCESSORIES
X		10%	A. Cambium and subcomponents
			B. Contractor – List Additional Categories/Discounts Here:

**NOTES/COMMENTS:**

YES	NO	STATE DISCOUNT %	6. LOGGING RECORDERS – REQUIRES ENGINEERING
X		10%	A. NICE Logging Recorder with Motorola integration
X		9%	B. Eventide Logging Recorder with Motorola integration
			C. Contractor – List Additional Categories/Discounts Here:

**NOTES/COMMENTS:**

Logging services and maintenance are co-termed to State SUA/Maintenance Agreements and handled within SUA/Maintenance contract.

YES	NO	STATE DISCOUNT %	7. TOWER SITE EQUIPMENT – REQUIRES ENGINEERING
X		25%	A. RF Site (VHF/800/UHF)_ and subcomponents
X		25%	B. MCC7100 Console and subcomponents
X		25%	C. MCC7500 Console and subcomponents
X		Fixed Cost 240,000.00	D. MCC7500 K-Core
X		9%	E. WAVE
X		Fixed Cost 289,348.00	F. Three (3) Channel VHF Microsite and subcomponents

X		<b>Fixed Cost 293,169.00</b>	G. 180' Monopole, antenna, line, pad, 30' x 30' fence, site preparation and subcomponents
X		<b>Fixed Cost 261,541.00</b>	H. Two (2) MCC7500 Site Console Site Add-on; includes; 1. two (2) MCC7500 consoles 2. site router 3. switch 4. R56 audit 5. subcomponents 6. installation 7. staging.
X		<b>Fixed Cost 58,255.00</b>	I. Additional MC7500 State Add-on
			J. Contractor – List Additional Categories/Discounts Here:

**NOTES/COMMENTS:**

D. Includes K1 Core, 2 Positions, 8 Conventional channels, 1st year maintenance  
H. Backhaul to be determined by OCIO and Local Agency. Additional items needed can be quoted per section discount.  
I. Additional items needed can be quoted per section discount.

YES	NO	STATE DISCOUNT %	8. OTHER
X		9%	A. Command Central and subcomponents
X		9%	B. Premier One and subcomponents
X		9%	C. CONTRACTOR: Write in Other Categories Provided Here: Emergency CallWorks (ECW)

**NOTES/COMMENTS:**

A. and B. As noted in Contractor Addendum, additional terms and conditions may apply.

**SERVICES AND ENGINEERING:**

YES	NO	NO & PROVIDE ALTERNATIVE	9. ENGINEERING AND INSTALLATION
X			A. A Statement of Work for Tower Site Projects which include RF Sites, Console Systems, Micro Sites, Logging Recorders and subcomponents is required prior to purchase by the using agency.
X			B. The Contractor's Statement of Work will document the site infrastructure as provided by the Owner. ( Such as grounding, electrical and channel receptivity.)
X			C. The Statement of Work may have proprietary information included such as design diagrams. Pricing must be separate from the proprietary information; pricing cannot be labeled as proprietary information.
			D. Insert each specification component here
			E. Insert each specification component here

			F. Insert each specification component here
			G. Insert each specification component here
			H. Insert each specification component here
			I. Insert each specification component here
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	10. ACCEPTANCE TESTING
X			A. Acceptance Testing of the Tower Sites shall be done by the Contractor and documentation provided for the Owner upon completion.
<b>NOTES/COMMENTS:</b>			
A. Acceptance testing will be defined and completed via a mutually agreed SOW.			

YES	NO	STATE DISCOUNT %	11. TRAINING
X		10%	A. LMS Training
X		10%	B. CONTRACTOR: List Other Categories Provided Here: Customized OnSite Training
X		5%	C. CONTRACTOR: List Other Categories Provided Here: Customized OnSite 3rd Party Training
			D. CONTRACTOR: List Other Categories Provided Here:
<b>NOTES/COMMENTS:</b>			

YES	NO	STATE DISCOUNT %	12. OTHER SERVICES
X		10%	A. Fire Station Alerting.
			B. CONTRACTOR: List Other Categories Provided Here:

			<b>C. CONTRACTOR: List Other Categories Provided Here:</b>
			<b>D. CONTRACTOR: List Other Categories Provided Here:</b>
<b>NOTES/COMMENTS:</b>			

## GENERAL

YES	NO	NO & PROVIDE ALTERNATIVE	13. ANNUAL USAGE, ESTIMATED
X			A. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
X			B. Annual spend is estimated at \$3 million.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	14. USAGE REPORT
X			A. The contractor shall, upon request by the State of Nebraska, provide an annual usage report of this contract by state agencies and political subdivisions.
X			B. Information will include agency name, item, dollar amount discount category.
X			C. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	15. CONTRACT REVIEW MEETINGS
X			A. The Contractor and the State will establish a routine Contract Review meeting schedule; no less than one (1) annual meeting and no more than four (4) quarterly meetings to include usage review, compliance and issue resolution.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	16. DELIVERY ARO
X			At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	17. ORDERS/MANUFACTURER'S REPRESENTATIVES
X			A. Orders will be placed either by e-mail or Internet (if available and not to the exclusion of the other methods). 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.
X			B. The State requires access to Motorola's on-line order system.
X			C. Purchase Orders will be written directly to Motorola Solutions Inc.
X			D. Manufacturer's Representatives may receive and fill Purchase Orders written directly to Motorola Solutions Inc.  Please provide a list of Manufacturer's Representatives that may receive orders with the bid response.
X			E. Please list items and/or categories which <b>cannot</b> be purchased through Manufacturer's Representatives: <ol style="list-style-type: none"> <li>1. PremierOne</li> <li>2. ECW</li> <li>3. CommandCentral</li> <li>4. Fire Station Alerting</li> <li>5. NICE</li> <li>6. Eventide</li> <li>7.</li> <li>8.</li> <li>9.</li> <li>10.</li> <li>11.</li> <li>12.</li> <li>13.</li> <li>14.</li> <li>15.</li> <li>16.</li> </ol> If more space is necessary, please attach a list with the submitted bid response.
X			F. Contractor will promptly notify the State when Manufacturer's Representatives are updated to add or remove Manufacturer's Representatives.

**NOTES/COMMENTS:**

D. D&D Communications; Lincoln, Omaha  
 Electronic Engineering: Omaha, Columbus, Sioux City  
 Platte Valley Communications: Kearney  
 Platte Valley Communications: Grand Island (Emergency Call Works only)

E. Emergency Call Works can be purchased through Platte Valley Communications as a Manufacturer's Representative

YES	NO	NO & PROVIDE ALTERNATIVE	18. QUALITY
X			A. Product quality must meet specifications and be consistent for the term of the contract. 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. 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. Products are to be fully guaranteed and may be repaired, or returned for full credit or replacement if found to be defective during the initial warranty period with no additional charges for shipping or restocking.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	19. PRICES – SPECIFICALLY LISTED CATEGORIES AND CATALOG OTHER
X			A. The State of Nebraska intends to enter into a Contract(s) for Motorola Public Safety Radio Equipment and Services for state agencies and/or facilities. The contract(s) will be for a list of categories of items needed by the State of Nebraska. Additional categories may be identified by Motorola. These categories shall be hereafter referred to as "SPECIFICALLY LISTED CATEGORIES".
X			B. A "CATALOG OTHER" category will be identified for any Public Safety Radio Equipment and Services that do not fit into the SPECIFICALLY LISTED CATEGORIES or that become available for purchase. This approach is to provide maximum contract flexibility. CATALOG OTHER items shall be represented by a catalog or current manufacturer price list(s).
X			C. The SPECIFICALLY LISTED CATEGORIES identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products.
X			D. Prices for CATALOG OTHER items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s).  A firm percentage rate must be quoted--a range of percentages will not be considered.
X			E. At the request of the State Purchasing Bureau, the vendor shall block on-line availability on certain items as identified by State Purchasing Bureau.

			<p>State agencies will not be able to order these items directly but will need to order through the Office of the Chief Information Officer (OCIO), Public Safety Radio Team. The OCIO Public Safety Radio Team and Procurement Team will have full access to the items on the Motorola on-line ordering system.</p> <p>Political subdivisions are allowed to order directly without going through the OCIO. See Section Y.</p>
X			<p>F. All pricing under this contract shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency.</p>
X			<p>G. SPECIFICALLY LISTED CATEGORY pricing is to remain firm from the initial date of the contract through December 15, 2017.</p> <p>Contractor cannot impose any additional service fees. Contractor shall inform the State Purchasing Bureau in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.</p> <p>Motorola will supply DAS/OCIO with updated ECAT pricing tool quarterly to use as list pricing whereby the discount from list will be taken.</p> <p>After December 15, 2017 and for the remaining life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the Contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau.</p> <p>NO price increases are to be billed to the State facilities without prior written approval by the State Purchasing Bureau.</p> <p>It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period. This is limited to items that are subject to discount rather than fixed cost pricing.</p>
X			<p>H. ANNUAL USAGE</p> <p>Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions.</p>
X			<p>I. PRICE LISTS AND CATALOGS - SPECIFICALLY LISTED CATEGORIES and CATALOG OTHER</p> <p>After award of the contract, the contractor shall supply additional copies of the current catalog with corresponding SPECIFICALLY LISTED CATEGORIES and CATALOG OTHER used for this Invitation to Bid for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.</p>
<p><b>NOTES/COMMENTS:</b></p>			

YES	NO	NO & PROVIDE ALTERNATIVE	20. GRAY MARKET PRODUCTS PROHIBITION
x			<p>A. The State of Nebraska 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.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**Form A  
Bidder Contact Sheet  
Invitation To Bid Number 5344 OF**

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

Preparation of ITB Contact Information	
Bidder Name:	Motorola Solutions, Inc.
Bidder Address:	593 South 26 <sup>th</sup> Road Syracuse, NE 68446
Contact Person & Title:	Tony Kosiba, Senior Account Manager, NE
E-mail Address:	tony.kosiba@motorolasolutions.com
Telephone Number (Office):	402-269-2078
Telephone Number (Cellular):	402-659-8848
Fax Number:	847-761-1209

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

Communication with the State Contact Information	
Bidder Name:	Motorola Solutions, Inc.
Bidder Address:	593 South 26 <sup>th</sup> Road Syracuse, NE 68446
Contact Person & Title:	Tony Kosiba, Senior Account Manager, NE
E-mail Address:	tony.kosiba@motorolasolutions.com
Telephone Number (Office):	402-269-2078
Telephone Number (Cellular):	402-659-8848
Fax Number:	847-761-1209

## Motorola Discount From List Pricing Sheet

<b>Category</b>	<b>% of Discount from List</b>
Subscriber radio equipment, repeaters, SCADA, and Accessories	Not applicable
Network equipment and accessories	Not applicable
Logging recorders – requires engineering	Not applicable
Tower Site Equipment – requires engineering	Not applicable
All other Motorola equipment offerings	Not applicable
Engineering and Installation	Not applicable
Training	Not applicable
Other services (i.e. Fire Station Alerting)	Not applicable

Add additional categories to the table above or attach a list if necessary.

## **Contractor Addendum**

### **1. DEFINITIONS**

Capitalized terms used in this Contractor Addendum have the following meanings:

- 1.1. "Contractor" means Motorola Solutions, Inc.
- 1.2. "Eligible Purchaser" means the State and those other government agencies or entities described in Section 2.4 below.
- 1.3. "Equipment" means the equipment that the State purchases from Contractor under this contract.
- 1.4. "Contractor Software" means Software that Contractor or its affiliated company owns.
- 1.5. "Non-Contractor Software" means Software that another party owns.
- 1.6. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.7. "Product" has the meaning specified in the ITB Glossary of Terms and is further defined as the Equipment and Software provided by Contractor under this contract.
- 1.8. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Contractor under this contract and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Contractor or another party.
- 1.9. "Software" means the Contractor Software and Non-Contractor Software in object code format that is furnished with the Products.
- 1.10. "Warranty Period" means one (1) year from the date of shipment of the Product or, for services, for ninety (90) days from the date of performance.

### **2. SCOPE OF CONTRACT**

2.1. **SCOPE OF CONTRACT.** This Contract is a master purchase agreement, whereby during the term of this Contract the State has the right, but not the duty, to purchase from time to time radio system Products and related implementation services from Contractor. If the State wishes to purchase CommandCentral or PremierOne Products and related services, the Parties will enter into an amendment to this Contract with additional terms and conditions applicable to such purchase(s). The failure of the Parties to enter into an amendment shall not negate the applicability of such additional terms and conditions and Contractor may by writing inform the State of the additional terms and conditions applicable to such purchases and the State hereby agrees to be bound by such additional terms and conditions so provided.

2.2. **CONTRACTOR SOFTWARE.** Any Contractor Software, including subsequent releases, is licensed to the State solely in accordance with the Software License Agreement, attached to this Contractor Addendum as Exhibit A. The State, to the extent permitted by law, hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

2.3. **NON-CONTRACTOR SOFTWARE.** Any Non-Contractor Software is licensed to the State in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Contractor the right to sublicense the Non-Contractor Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have

all of Licensor's rights and protections under the Software License Agreement. Contractor makes no representations or warranties of any kind regarding Non-Contractor Software. Non-Contractor Software may include Open Source Software. All Open Source Software is licensed to the State in accordance with, and the State agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by the State, Contractor will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this contract; and if so, identify the Open Source Software and provide to the State a copy of the applicable standard license (or specify where that license may be found); and provide to the State a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

2.4. ELIGIBLE PURCHASERS. Political subdivisions of the State of Nebraska may order Products and services utilizing this contract. When a political subdivision of the State utilizes this contract for purchases, then, with respect to the political subdivision's order, all references to "State" in the contract (except in this paragraph) shall be deemed to be references to the political subdivision. Political subdivisions shall have the same rights and responsibilities as the State under this contract with respect to their purchases from this contract. The State is not liable for purchases made by political subdivisions of the State of Nebraska.

### **3. TITLE AND RISK OF LOSS**

Title will pass to the State upon shipment and risk of loss to the Equipment will pass to the State upon receipt. Title to Software will not pass to the State at any time. Contractor will pack and ship all Equipment in accordance with good commercial practices.

### **4. SITES AND SITE CONDITIONS**

4.1. ACCESS TO SITES. If Contractor is providing installation or other services, the State will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Contractor so that it may perform its contractual duties.

4.2. SITE CONDITIONS. If Contractor is providing installation or other services at the State's sites, the State will ensure that these work sites are safe, secure, and in compliance with all applicable industry and OSHA standards. The State will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines, all for the installation, use and maintenance of the Products.

### **5. WARRANTIES**

5.1. EQUIPMENT WARRANTY. During the Warranty Period, Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

5.2. CONTRACTOR SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Contractor warrants the Contractor Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Contractor Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

5.3. EXCLUSIONS TO EQUIPMENT AND CONTRACTOR SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Contractor Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; the State's failure to comply with all applicable industry

and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

5.4. **WARRANTY CLAIMS.** To assert a warranty claim, the State must notify Contractor in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor will (at its option and at no additional charge to the State) repair the defective Equipment or Contractor Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Contractor Software. That action will be the full extent of Contractor's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Contractor may invoice the State for responding to the claim on a time and materials basis using Contractor's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Contractor.

5.5. **SERVICES WARRANTY.** During the Warranty Period, Contractor warrants that the services have been performed in a good and workmanlike manner. The State's exclusive remedy for a breach of this services warranty is, at Contractor's option, to re-perform the services at no cost to the State or refund the Contract Price of the services that were not performed in a good and workmanlike manner.

5.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Contractor to the original user purchasing the Products or services for commercial, industrial, or governmental use only, and are not assignable or transferable.

5.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, CONTRACTOR SOFTWARE, AND SERVICES PROVIDED UNDER THIS CONTRACT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **6. LIMITATION OF LIABILITY**

It is understood by the parties that in the State of Nebraska's opinion, this paragraph is unconstitutional under the Nebraska State Constitution, Article 13, Section 3, and the State of Nebraska may assert such unconstitutionality as a theory in litigation, despite assent to the remainder of this contract. Except for personal injury, death, or direct damage to tangible property, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT.** This limitation of liability provision will survive the expiration or termination of this contract and applies notwithstanding any contrary provision. This limitation of liability shall not apply to claims filed against policies required under paragraph I. Insurance. The coverage limits of the required policies shall apply instead.

## **7. PROPRIETARY RIGHTS**

Contractor, the third party manufacturer of any Equipment, and the copyright owner of any Non-Contractor Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this contract is intended to restrict their Proprietary Rights. All intellectual

property developed, originated, or prepared by Contractor in connection with providing to the State the Equipment, Software, or related services remain vested exclusively in Contractor, and this contract does not grant to the State any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Contractor does not grant to the State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights. The State will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

## **8. WAIVER**

Failure or delay by either Party to exercise a right or power under this contract will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

## **9. HEADINGS AND SECTION REFERENCES; CONSTRUCTION**

The section headings in this contract are inserted only for convenience and are not to be construed as part of this contract or as a limitation of the scope of the particular section to which the heading refers. This contract will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

## **10. COUNTERPARTS**

This contract may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature until all original signatures are obtained. In addition, a true and correct facsimile copy or computer image of this contract shall be treated as and shall have the same effect as an original signed copy of this document. This contract may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any State purchase order, acknowledgment or other form will not be considered an amendment or modification of this contract, even if a representative of each Party signs that document.

## **11. SURVIVAL OF TERMS**

The following provisions survive the expiration or termination of this contract for any reason: Contractor Addendum Section 3.2 (Contractor Software), Contractor Addendum Section 3.3 (Non-Contractor Software); if any payment obligations exist, ITB Terms and Conditions Section LL (Payment); Contractor Addendum Subsection 5.7 (Disclaimer of Implied Warranties); Contractor Addendum Section 6 (Limitation of Liability); Contractor Addendum Section 7 (Proprietary Rights); and all other terms and conditions that by their nature would be expected to survive the term of the contract.

## Exhibit A

### SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the State ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this License is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

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#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products

to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement for other than non-payment, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this License, or encumber or sell its rights in any Software, with notice to but without consent of Licensee. Motorola agrees to cooperate with the Licensee in amending the Primary Agreement to reflect the assignment or subcontract.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this License and the Primary Agreement, the parties agree that this License prevails, only with respect to the specific subject matter of this License, and not the Primary Agreement or any other addendums as it applies to any other subject matter.

13.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	6/8/16	Page	1 of 1
Solicitation Number	5344 OF		
Opening Date and Time	Return Mail	Due June 17, 2016 2:00 pm Central Time	
Buyer	RENE BOTTS (AS)		

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

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

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

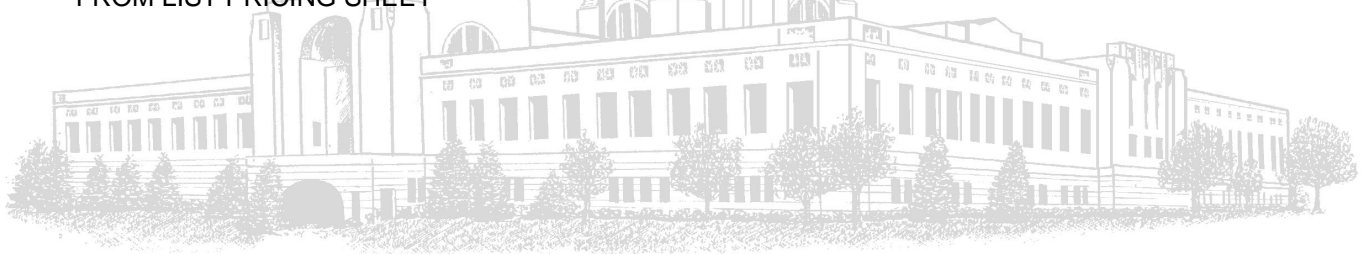
\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Motorola Public Safety Radio Equipment and Services to the State of Nebraska as per the attached specifications will be issued from date of award through December 15, 2017. The contract may be renewed for three (3) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

(fc 06/08/16)

## INVITATION

Line	Description	Quantity
1	SEE ATTACHED MOTOROLA DISCOUNT FROM LIST PRICING SHEET	24,000,000.0000



### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS

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

Sign

Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# \_\_\_\_\_

VENDOR: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact \_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile \_\_\_\_\_

Email \_\_\_\_\_

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services 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:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**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.

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the Invitation to Bid. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Bid/Proposal:** The offer submitted by a vendor in a response to 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 vendor will not withdraw the bid.

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

**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 purchase order without expectation of conducting or performing it at a later time.

**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:** Any individual or entity having a contract or awarded purchase order to furnish commodities or services.

**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.

**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 services 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 vendor'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/proposals (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 vendor. Vendor 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 RFP, ITB (written solicitation) or contract are completed.

**Late Bid/Proposal:** 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 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.

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

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

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

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

**Payroll & Financial Center (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.

**Pre-Bid/Pre-Proposal 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 which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, 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 services to be provided under the contract.

**Proposal:** See Bid/Proposal.

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

**Protest/Grievance:** A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor 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 Proposal/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.

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

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

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

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

**Shall/Will/Must:** An order/command; mandatory.

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

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

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

**Sole Source – Services:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor 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.

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

**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 vendor 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:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. SCOPE OF THE INVITATION TO BID (ITB)**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), is issuing this Invitation To Bid, Number 5344 OF to provide Motorola Public Safety Radio Equipment and Services. The State of Nebraska, Office of the Chief Information Officer (OCIO) has responsibility for the Statewide Public Safety Radio System consisting of currently fifty six (56) tower sites. The requested equipment and services will be used by the State and Nebraska political sub-divisions to source materials and services.

The State is seeking to establish a contract inclusive of Motorola product lines, categories and services to support the existing Statewide Public Radio System and to allow maximum flexibility of product availability for future projects, enhancements and expansion.

Therefore, the State is requesting discounted pricing from list on specific categories for which need is known or estimated; the State is also requesting that Motorola provide a discount structure for the balance of their product offering, including future offerings. Price lists or catalogs may be on-line, but must be retrievable by the state for audit purposes and documentation needs to ensure contract compliance.

A contract resulting from this Invitation To Bid will be issued from date of award through December 15, 2017, with the option to be renewed for three (3) additional two (2) year periods as mutually agreed upon by all parties.

**ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>

**A. SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Invitation To Bid	June 8, 2016
2.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	June 17, 2016, 2:00 p.m. Central Time
3.	Review for conformance of mandatory requirements	To be announced
4.	Review period	To be announced
5.	Contract finalization period	To be announced
6.	Contract award	To be announced

## II. PROCUREMENT PROCEDURES

### A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Invitation To Bid reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: René A. Botts  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

### B. GENERAL INFORMATION

The Invitation To Bid (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing Motorola Public Safety Radio Equipment and Services at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation To Bid will not be considered.

Bids shall conform to all instructions, conditions, and requirements included in the Invitation To Bid. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation To Bid, and respond to each requirement in the format prescribed.

In addition to the provisions of this Invitation To Bid and the awarded bid, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

A fixed-price contract will be awarded as a result of this Invitation to Bid.

### C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bid is issued until a determination is announced regarding the contract award, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Invitation To Bid. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this ITB.

Once a Contractor is preliminarily selected, as documented in the intent to award, that Contractor is restricted from communicating with State staff until a contract is signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Invitation To Bid or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a Bidder's bid and/or selection irrespective of any other condition. No individual member of the State or employee of the State is empowered to make binding statements regarding this Invitation To Bid. The Buyer will issue any clarifications or opinions regarding this Invitation To Bid in writing.

### D. SUBMISSION OF BIDS

The following describes the requirements related to bid submission, bid handling, and review by the State.

To facilitate the evaluation process, one (1) original of the entire bid should be submitted. Bids must be submitted by the bid due date and time. **A separate sheet must be provided that clearly states which sections, if applicable, have been submitted as proprietary or have copyrighted materials.** All proprietary information the Bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Invitation To Bid number must be included in all correspondence.

### E. IMPORTANT NOTICE LANGUAGE

Bid responses should include the completed Form A and Bidder Contact Sheet. Bids must reference the Invitation To Bid number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the page of the calendar or bidder's bid response packet. Rejected late bids will return to the bidder unopened.

F. **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.

G. **PAYMENT**

Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

H. **BID EXECUTION**

Bids must be signed in ink by the Bidder on the State of Nebraska's Invitation To Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation To Bid form. Erasures and alternations must be initialed by the Bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

I. **BID OPENING**

The sealed bids will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Bids will be available for viewing by those present at the bid opening. Vendors may also contact the State to schedule an appointment for viewing bids after the Intent to Award has been posted to the website.

J. **ELECTRONIC DOCUMENTS/FACSIMILE SUBMISSIONS**

The State Purchasing Bureau will not accept electronic responses to an Invitation To Bid for a commodity contract at any dollar amount. However, an exception applies to one-time purchase bids under \$25,000. These one-time purchase bids may be submitted by electronic means, but cannot exceed ten (10) pages.

Sealed responses to an Invitation To Bid that contain a two party bid, may include electronic pages transmitted between the two parties, but these documents cannot be submitted to the State Purchasing Bureau by electronic means. No direct electronic solicitation responses will be accepted for a commodity contract of any estimated value.

K. **VALID BID TIME**

Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation To Bid.

L. **ALTERNATE/EQUIVALENT BIDS**

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

M. **LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Rejected late bids will be returned to the Bidder unopened. The State is not responsible for bids that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

N. **NO BID**

If not submitting a bid, respond by returning the Invitation To Bid form explaining the reason in the space provided. NOTE: To qualify as a respondent, Bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

O. **LUMP SUM OR ALL OR NONE BIDS**

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

**P. REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The State reserves the right to reject any or all bids and re-advertise for bids; and further reserves the right to waive any informality or irregularity.

**Q. EVALUATION OF BIDS**

All responses to this Invitation To Bid which fulfill all mandatory requirements will be evaluated for conformance to requested specifications. Elements that may also be considered include but are not limited to:

1. The ability, capacity, and skill of the Bidder to deliver and implement the system or project, or provide the requested goods, that meet the requirements of the Invitation to Bid;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the contract within the specified time frame;
4. The quality of Bidder performance on prior contracts; and
5. Such other information that may be secured and that has a bearing on the decision to award the contract.

**R. BID TABULATIONS**

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined, after the evaluation period is over, during normal business hours by appointment.

**S. MANDATORY REQUIREMENTS**

The bids will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Bids not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Invitation To Bid for Commodity Contract form, signed in ink; and
2. The completed Invitation To Bid document.

**T. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that may be identified by the company in the bid, those indicated through the explicitly specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects. The State may use a third party to conduct reference checks.

**U. RECYCLING**

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**V. EVALUATION CRITERIA AND AWARD**

The State of Nebraska reserves the right to evaluate bids in a manner, and utilizing methods, selected in the State of Nebraska's best interest and discretion. The State of Nebraska may waive informalities or irregularities in bids if the waiver is in the best interest of the State of Nebraska and such waiver does not prejudice other bidders in the State of Nebraska's discretion. After evaluation of the bids, the State of Nebraska may take, in the State's discretion, one or more of the following actions:

- Accept or reject a portion of or all of a bid;
- Accept or reject all bids;
- Withdraw the Invitation to Bid;
- Elect to rebid the Invitation to Bid;
- Award single lines or multiple lines to one or more bidders; or,
- Award one or more complete contracts.

The State of Nebraska reserves the right to make awards that are in the best interest of the State of Nebraska. The State of Nebraska may consider, but is not limited to, one or more of the following award criteria:

- Price;
- Location;

Quality;  
Delivery time; and,  
State contract management requirements or costs.

By submitting a bid in response to this Invitation to Bid, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once an Intent to Award decision has been determined, it will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html/>

**W. POLITICAL SUB-DIVISIONS**

The Contractor will extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**X. VIOLATION OF TERMS AND CONDITIONS**

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**III. INVITATION TO BID - TERMS AND CONDITIONS**

By signing the "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 Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by one (1) clearly identifying the term or condition by subsection, and two (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. Bidders must include completed Section III with their ITB response.

The State of Nebraska is soliciting bids in response to the ITB. The State of Nebraska will not consider bids that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this ITB must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the ITB or resulting contract the Bidder's clause shall be subordinate to the ITB or resulting contract.

**A. GENERAL**

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

The contract resulting from this Invitation To Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Invitation To Bid form and the Contractor's Bid Response signed in ink
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation To Bid form and the Contractor's Bid Response 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once bids are opened they become the property of the State of Nebraska and will not be returned.

**B. DEBARMENT**

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

The contractor, by signature to the Invitation To Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements

in any and all subcontracts into which it enters. The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notices if contractor becomes debarred during the term of this contract.

**C. SPECIFICATIONS**

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

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 State Procurement Manager will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**D. DRUG POLICY**

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

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

**E. NE ACCESS TECHNOLOGY STANDARDS**

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

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

**F. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of

race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 t 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 services to be covered by any contract resulting from this Invitation To Bid.

**G. PERMITS, REGULATIONS, LAWS**

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**H. OWNERSHIP OF INFORMATION AND DATA**

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

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**I. INSURANCE REQUIREMENTS**

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

<b>BUILDERS RISK</b>	
All Risk Insurance – Cost of the Job including Soft Costs	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>LIQUOR LIABILITY</b>	
Where applicable, as a stand-alone policy or may be included in CGL above.	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>GARAGE LIABILITY</b>	
\$1,000,000 Each Accident	
\$2,000,000 Aggregate	

<b>GARAGE KEEPERS LEGAL LIABILITY</b>	
Includes Comprehensive & Collision	Limits sufficient to cover all vehicles in the insured's care, custody or control.
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice
Qualification Under Nebraska Excess Fund	Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3 <sup>rd</sup> Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
<b>CONTRACTOR'S POLLUTION LIABILITY</b>	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
<b>SUBROGATION WAIVER</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>LIABILITY WAIVER</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

**4. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their bid response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**J. COOPERATION WITH OTHER CONTRACTORS**

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

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
3. The State reserves the right to award multiple contracts or to award line by line contract.

**K. INDEPENDENT CONTRACTOR**

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

**L. CONTRACTOR RESPONSIBILITY**

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, 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. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**M. CONTRACTOR PERSONNEL**

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

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

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

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

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**N. CONTRACT CONFLICTS**

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

**O. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Invitation To Bid or project, or who had any influence on decisions affecting the Invitation To Bid or project.

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

**P. BEGINNING OF WORK**

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

The Bidder shall not commence any billing until a valid contract has been fully executed by the parties.

**Q. STATE PROPERTY**

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

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

**R. SITE RULES AND REGULATIONS**

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

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

**S. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

**T. RIGHT TO AUDIT**

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with

Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

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

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

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

**V. TIME IS OF THE ESSENCE**

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

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**W. CONFLICT OF INTEREST**

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

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

**X. BID PREPARATION COSTS**

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

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

**Y. ERRORS AND OMISSIONS**

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

The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting contract. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

**Z. ASSIGNMENT BY THE STATE**

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**AA. ASSIGNMENT BY THE CONTRACTOR**

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**BB. GOVERNING LAW**

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant contract shall be brought

in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**CC. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**DD. ADVERTISING**

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

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**EE. NOTIFICATION**

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

During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in its bid and the buyer noted in Section II Part A., Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this ITB, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Bidder should provide in its bid the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**FF. EARLY TERMINATION**

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

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, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the Contractor. The Contractor shall not be relieved of warranty or other obligations incurred under the terms of the contract. In the event of cancellation 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 or provision of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
  - j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this contract.

**GG. BREACH BY CONTRACTOR**

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

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**HH. ASSURANCES BEFORE BREACH**

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Intent To Bid/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**II. ACCEPTANCE AND PAYMENT OF GOODS**

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

In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

**JJ. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**KK. PROHIBITION AGAINST ADVANCE PAYMENT**

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**LL. PAYMENT**

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). 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 provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such claims.

**MM. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. Invoices shall clearly reference the Purchase Order Number. 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.

**NN. TAXES**

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**OO. INSPECTION AND APPROVAL**

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

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

PP. **SEVERABILITY**

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

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

QQ. **CONFIDENTIALITY**

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

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

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

RR. **PROPRIETARY INFORMATION**

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

Data contained in the bid and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the bid. If the Bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the Bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Invitation To Bid as proprietary.** Pricing submitted in Bidder's ITB may not be marked as proprietary information. Failure of the Bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other Bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no

obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**SS. PRICES**

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

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

Discounts quoted on ITB form shall remain fixed from date of contract award through December 15, 2017 . Discount percentage stated for categories shall remain fixed during the contract. The Contractor may provide updated list pricing from which discount is calculated 30 days in advance of effective date after December 15, 2017.

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

The State will be given full proportionate benefit of any price decrease during the term of the contract. Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**TT. ETHICS IN PUBLIC CONTRACTING**

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

No Bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No Bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the contract be completed without external influence. It is not the intent of this section to prohibit Bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Invitation To Bid or the format or content of their bid.

If the Bidder is found to be in non-compliance with this section of the Invitation To Bid, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

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

1. **GENERAL**

The Contractor agrees to defend, indemnify, hold, and save 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, 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, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**

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

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

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

4. **SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

VV. ANTITRUST

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

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.

WW. **EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
  
The completed United States Attestation Form should be submitted with the Invitation To Bid response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
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.

#### **IV. SCOPE OF WORK**

The Bidder must provide the following information in response to this Invitation To Bid.

##### **A. SCOPE**

It is the intent of this bid invitation to establish a contract to supply Motorola Public Safety Radio Equipment and Services per the attached specifications from date of award for a period of two (2) years with the option to renew for an additional three (3) two (2) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation To Bid and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Motorola Public Safety Radio Equipment and Services whether or not they may be specifically mentioned below.

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 items proposed. 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. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the Bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

##### **B. AMENDMENT**

This Contract may be amended at any time in writing upon the agreement of both parties.

##### **C. REVISIONS**

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

**V. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**BIDDER INSTRUCTIONS**

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

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

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

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

YES	NO	NO & PROVIDE ALTERNATIVE	1. NON-COMPLIANCE STATEMENT
			A. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.
			B. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.
			C. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any Invitation To bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRICE LISTS, CATALOG and ONLINE ORDER ACCESS
			A. The State of Nebraska is requesting pricing based on discount from list on the categories of equipment listed below. <b>The State encourages higher discount percentages for bundled and volume purchases. The Contractor may offer greater discounts and additional incentives, but the discount structure cannot drop below the original percentage.</b>
			B. Provide a discount structure from list. List may include on line order portal, but the pricing and related discount per category must be verifiable for documentation and audit purposes.
			C. Provide instructional literature so the State of Nebraska agencies, board or commissions or political-subdivisions may determine the correct discount.

			D. Using agencies will require log-in to online order portal or catalog/list price for the State of Nebraska.
			E. The State is requesting discount from list on specific categories listed below. The State is also requesting that for categories and equipment not specifically identified within this document, that Contractor provide a discount structure for all other categories, i.e., a “catalog” with associated discount categories.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	3. DELIVERY LOCATIONS
			Delivery of engineered site equipment may be made statewide, as needed. The primary delivery location will be the OCIO, but there may be need for alternate delivery.
<b>NOTES/COMMENTS:</b>			

## CATEGORIES OF EQUIPMENT REQUIRED

YES	NO	STATE DISCOUNT %	4. SUBSCRIBER RADIO EQUIPMENT , REPEATERS, SCADA, and ACCESSORIES
			A. APX portables; models and tiers
			B. APX4000 Fixed Configuration – Define Configuration:
			C. APX4500 Fixed Configuration – Define Configuration:
			D. APX6000 Fixed Configuration – Define Configuration:
			E. APX6500 Fixed Configuration – Define Configuration:
			F. APX8000 Fixed Configuration – Define Configuration:

			G. APX8500 Fixed Configuration – Define Configuration:
			H. APX mobiles; models and tiers
			I. APX options
			J. APX accessories
			K. LTE Products and Subcomponents
			L. MTR Repeaters
			M. MOTOTRBO Radios
			N. Pager (Minitor series)
			O. Contractor – List Additional Categories/Discounts Here:

**NOTES/COMMENTS:**

YES	NO	STATE DISCOUNT %	5. NETWORK EQUIPMENT and ACCESSORIES
			A. Cambium and subcomponents
			B. Contractor – List Additional Categories/Discounts Here:

**NOTES/COMMENTS:**

YES	NO	STATE DISCOUNT %	6. LOGGING RECORDERS – REQUIRES ENGINEERING
			A. NICE Logging Recorder with Motorola integration
			B. Eventide Logging Recorder with Motorola integration

			C. Contractor – List Additional Categories/Discounts Here:
<b>NOTES/COMMENTS:</b>			

YES	NO	STATE DISCOUNT %	7. TOWER SITE EQUIPMENT – REQUIRES ENGINEERING
			A. RF Site (VHF/800/UHF)_ and subcomponents
			B. MCC7100 Console and subcomponents
			C. MCC7500 Console and subcomponents
			D. MCC7500 K-Core
			E. WAVE
			F. Three (3) Channel VHF Microsite and subcomponents
			G. 180' Monopole, antenna, line, pad, 30' x 30' fence, site preparation and subcomponents
			H. Two (2) MCC7500 Site Console Site Add-on; includes; 1. two (2) MCC7500 consoles 2. site router 3. switch 4. R56 audit 5. subcomponents 6. installation 7. staging.
			I. Additional MC7500 State Add-on
			J. Contractor – List Additional Categories/Discounts Here:

<b>NOTES/COMMENTS:</b>			
------------------------	--	--	--

YES	NO	STATE DISCOUNT %	8. OTHER
			A. Command Central and subcomponents
			B. Premier One and subcomponents

			C. CONTRACTOR: Write in Other Categories Provided Here:
<b>NOTES/COMMENTS:</b>			

**SERVICES AND ENGINEERING:**

YES	NO	NO & PROVIDE ALTERNATIVE	9. ENGINEERING AND INSTALLATION
			A. A Statement of Work for Tower Site Projects which include RF Sites, Console Systems, Micro Sites, Logging Recorders and subcomponents is required prior to purchase by the using agency.
			B. The Contractor's Statement of Work will document the site infrastructure as provided by the Owner. ( Such as grounding, electrical and channel receptivity.)
			C. The Statement of Work may have proprietary information included such as design diagrams. Pricing must be separate from the proprietary information; pricing cannot be labeled as proprietary information.
			D. Insert each specification component here
			E. Insert each specification component here
			F. Insert each specification component here
			G. Insert each specification component here
			H. Insert each specification component here
			I. Insert each specification component here
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	10. ACCEPTANCE TESTING
			A. Acceptance Testing of the Tower Sites shall be done by the Contractor and documentation provided for the Owner upon completion.
<b>NOTES/COMMENTS:</b>			

YES	NO	STATE DISCOUNT %	11. TRAINING
			A. LMS Training
			B. CONTRACTOR: List Other Categories Provided Here:
			C. CONTRACTOR: List Other Categories Provided Here:
			D. CONTRACTOR: List Other Categories Provided Here:
NOTES/COMMENTS:			

YES	NO	STATE DISCOUNT %	12. OTHER SERVICES
			A. Fire Station Alerting.
			B. CONTRACTOR: List Other Categories Provided Here:
			C. CONTRACTOR: List Other Categories Provided Here:
			D. CONTRACTOR: List Other Categories Provided Here:
NOTES/COMMENTS:			

## GENERAL

YES	NO	NO & PROVIDE ALTERNATIVE	13. ANNUAL USAGE, ESTIMATED
			A. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
			B. Annual spend is estimated at \$3 million.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	14. USAGE REPORT
			A. The contractor shall, upon request by the State of Nebraska, provide an annual usage report of this contract by state agencies and political subdivisions.
			B. Information will include agency name, item, dollar amount discount category.
			C. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	15. CONTRACT REVIEW MEETINGS
			A. The Contractor and the State will establish a routine Contract Review meeting schedule; no less than one (1) annual meeting and no more than four (4) quarterly meetings to include usage review, compliance and issue resolution.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	16. DELIVERY ARO
			At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	17. ORDERS/AUTHORIZED RESELLERS
			A. Orders will be placed either by e-mail or Internet (if available and not to the exclusion of the other methods). 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.
			B. The State requires access to Motorola's on-line order system.

			C. Purchase Orders will be written directly to Motorola Solutions Inc.
			D. Authorized resellers may receive and fill Purchase Orders written directly to Motorola Solutions Inc.  Please provide a list of authorized resellers that may receive orders with the bid response.
			E. Please list items and/or categories which <b>cannot</b> be purchased through authorized resellers: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16.  If more space is necessary, please attach a list with the submitted bid response.
			F. Contractor will promptly notify the State when authorized resellers are updated to add or remove authorized resellers.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	18. QUALITY
			A. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. 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. 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.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	<b>19. PRICES – SPECIFICALLY LISTED CATEGORIES AND CATALOG OTHER</b>
			<p>A. The State of Nebraska intends to enter into a Contract(s) for Motorola Public Safety Radio Equipment and Services for state agencies and/or facilities. The contract(s) will be for a list of categories of items needed by the State of Nebraska. Additional categories may be identified by Motorola. These categories shall be hereafter referred to as “SPECIFICALLY LISTED CATEGORIES”.</p>
			<p>B. A “CATALOG OTHER” category will be identified for any Public Safety Radio Equipment and Services that do not fit into the SPECIFICALLY LISTED CATEGORIES or that become available for purchase. This approach is to provide maximum contract flexibility. CATALOG OTHER items shall be represented by a catalog or current manufacturer price list(s).</p>
			<p>C. The SPECIFICALLY LISTED CATEGORIES identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products.</p>
			<p>D. Prices for CATALOG OTHER items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer’s current catalog or manufacturer price list(s).</p> <p>A firm percentage rate must be quoted--a range of percentages will not be considered.</p> <p>The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period.</p>
			<p>E. At the request of the State Purchasing Bureau, the vendor shall block on-line availability on certain items as identified by State Purchasing Bureau.</p> <p>State agencies will not be able to order these items directly but will need to order through the Office of the Chief Information Officer (OCIO), Public Safety Radio Team. The OCIO Public Safety Radio Team and Procurement Team will have full access to the items on the Motorola on-line ordering system.</p> <p>Political subdivisions are allowed to order directly without going through the OCIO. See Section Y.</p>
			<p>F. All pricing under this contract shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency.</p>

			<p>G. SPECIFICALLY LISTED CATEGORY pricing is to remain firm from the initial date of the contract through December 15, 2017. During the life of the contract, the percentage discount shall not change.</p> <p>Contractor cannot impose any additional service fees. Contractor shall inform the State Purchasing Bureau in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.</p> <p>On December 16, 2017 the current published list pricing shall be used. Motorola shall supply current published list pricing a minimum of thirty (30) days before December 15, 2017.</p> <p>After December 15, 2017 and for the remaining life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the Contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau.</p> <p>NO price increases are to be billed to the State facilities without prior written approval by the State Purchasing Bureau.</p> <p>It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.</p>
			<p>H. ANNUAL USAGE</p> <p>Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions.</p>
			<p>I. PRICE LISTS AND CATALOGS - SPECIFICALLY LISTED CATEGORIES and CATALOG OTHER</p> <p>After award of the contract, the contractor shall supply additional copies of the current catalog with corresponding SPECIFICALLY LISTED CATEGORIES and CATALOG OTHER used for this Invitation to Bid for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.</p>
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	20. GRAY MARKET PRODUCTS PROHIBITION
			<p>A. The State of Nebraska 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.</p>
<b>NOTES/COMMENTS:</b>			

**Form A  
Bidder Contact Sheet  
Invitation To Bid Number 5344 OF**

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

Preparation of ITB Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

# Motorola Discount From List Pricing Sheet

Category	% of Discount from List
Subscriber radio equipment, repeaters, SCADA, and Accessories	
Network equipment and accessories	
Logging recorders – requires engineering	
Tower Site Equipment – requires engineering	
All other Motorola equipment offerings	
Engineering and Installation	
Training	
Other services (i.e. Fire Station Alerting)	

Add additional categories to the table above or attach a list if necessary.

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Pete Ricketts, Governor

STATE OF NEBRASKA  
**AS-MATERIEL DIVISION**  
1526 K Street, Suite 130  
Lincoln, NE 68508  
Tele: (402) 471-2401 FAX: (402) 471-2089

EMAIL TRANSMISSION COVER SHEET

Date: June 8, 2016  
Attn: Tony Kosiba  
Motorola Solutions Inc  
Email : [Tony.Kosiba@motorolasolutions.com](mailto:Tony.Kosiba@motorolasolutions.com)  
From: Faith Camargo for Réne Botts  
RE: Invitation To Bid 5344 OF

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Please complete the attached Invitation To Bid form and return to us via fax at your earliest convenience.

You must also return the signed hard-copy of the Invitation To Bid form by US mail to the State Purchasing Bureau in order for a purchase order to be issued.

Please mail signed Invitation To Bid response to:

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Your immediate attention to this matter is appreciated.



# DEVICE MANAGEMENT SERVICES - ESSENTIAL

JANUARY 2021

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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# STATEMENT OF WORK FOR DEVICE MANAGEMENT SERVICES – ESSENTIAL

**Commented [Usage Dir1]:** This document includes usage directions to tailor it to your customer. Follow these directions and delete them. Remove all comments before providing to a customer.

Once you have finished tailoring sections based on comments, press ctrl + a and press F9 to update the TOC and other fields in the document.

## 1.1 OVERVIEW

Device Management Services - Essential ("DMS Essential") for APX™ subscriber radios provides the Customer with Subscriber Radio Technical Support and Hardware Repair services. DMS Essential is structured as a per-unit, fixed-fee multi-year service in order to mitigate the likelihood of unexpected subscriber radio repair expenses.

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Services Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the Device specifically named in the Agreement.

## 1.2 HARDWARE REPAIR

**Commented [Usage Dir2]:** Include this section if proposing Hardware Repair without Accidental Damage. Remove this section if proposing Hardware Repair with Accidental Damage.

### 1.2.1 Scope

Hardware Repair provides repair coverage for internal and external subscriber radio components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The subscriber radio will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original subscriber radio.

### 1.2.2 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of four business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.



### 1.2.3 Limitations and Exclusions

- Replacement of consumable parts or accessories, as defined by product, including batteries, cables, antennas, and carrying cases.
- In the case of mobile radios, repair of a single mobile control head that is required for normal operation of the subscriber radio is included, provided the control head was supplied at the original point of purchase of the mobile radio.
- Repair of problems caused by:
  - Internal or external damage resulting from natural or manmade disasters, including fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations, attempted repair, repair by a third party.
- Non-remedial work, including administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, hardware or software products not specifically listed on the service order form are excluded from service.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or misuse of the device.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration, if not performed by Motorola Solutions and covered by Motorola Solutions' services.
- Software Release updates.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
  - Repaired, tampered with, altered, or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
  - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
  - If the Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.
- DMS Essential is quoted on a per-unit basis, is prepaid, non-cancellable and non-refundable for the purchased service term.

### 1.2.4 Customer Responsibilities

- For non-contiguous renewals and services purchased separately from APX subscriber radios, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate subscriber radio repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.



- When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.

## 1.3 HARDWARE REPAIR WITH ACCIDENTAL DAMAGE

**Commented [Usage Dir3]:** Include this section if proposing Hardware Repair with Accidental Damage. Remove if proposing Hardware Repair without Accidental Damage.

### 1.3.1 Scope

Hardware Repair with Accidental Damage provides repair coverage for internal and external subscriber radio components damaged due to accidents or that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The subscriber radio will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original subscriber radio.

Accidental Damage coverage includes:

- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.

### 1.3.2 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of three business days, provided the devices are delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

### 1.3.3 Limitations and Exclusions

- Replacement of consumable parts or accessories, as defined by product, including batteries, cables, antennas, and carrying cases.
- In the case of mobile radios, repair of a single mobile control head that is required for normal operation of the subscriber radio is included, provided the control head was supplied at the original point of purchase of the mobile radio.
- Repair of problems caused by
  - Internal or external damage resulting from natural or manmade disasters, including fire, theft, and floods, that would cause internal or external component damage or destruction.

- Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
- Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
- Unauthorized alterations, attempted repair, repair by a third party.
- Non-remedial work, including administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, hardware or software products not specifically listed on the service order form are excluded from service.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or misuse of the device.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration, if not performed by Motorola Solutions and covered by Motorola Solutions' services.
- Software Release updates.
- There is a limit of one device repair per device, per contract year with Accidental Damage coverage.
- Where ongoing "accidental damage" is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness, or reckless use.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
  - Repaired, tampered with, altered, or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
  - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
  - If the Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.
- DMS Essential is quoted on a per-unit basis, is prepaid, non-cancellable and non-refundable for the purchased service term.

### 1.3.4 Customer Responsibilities

- For non-contiguous renewals and services purchased separately from APX subscriber radios, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate subscriber radio repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
  - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.

## 1.4 SUBSCRIBER RADIO TECHNICAL SUPPORT

### 1.4.1 Scope

Motorola Solutions' Subscriber Radio Technical Support service provides telephone consultation for subscriber radio and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

The Customer may contact the CMSO Call Management Center (800-MSI-HELP) at any time (24 hours a day / 7 days a week / 365 days per year) and a Motorola Solutions representative will log a technical request in the Case Management System on the Customer's behalf. In addition, the Customer may send email to [portal.support@motorolasolutions.com](mailto:portal.support@motorolasolutions.com) to address any portal specific questions or concerns.

Motorola Solutions will then respond to the Customer case within two hours of case creation, during support hours. Support hours are 7am to 7pm CST, Monday through Friday, excluding US holidays.

### 1.4.2 Motorola Solutions Responsibilities

- Provide technical support for subscriber radios, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer Case per the defined timeframes.

### 1.4.3 Limitations and Exclusions

- Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

### 1.4.4 Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

## 1.5 MYVIEW PORTAL ACCESS

MyView Portal is a tool available for customers to track order, RMA, and tech support ticket status, and serves as a consolidated download site for software and documentation.

### 1.5.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.



January 2021

- Provide MyView Portal technical support to answer end user questions between the hours of 7am to 7pm CST Monday through Friday, excluding US holidays. In addition the Customer may send email to [portal.support@motorolasolutions.com](mailto:portal.support@motorolasolutions.com) to address any portal specific questions or concerns.
- Keep the site updated with the latest Customer information.
- Motorola Solutions' Customer Support Manager ("CSM") will assist the Customer in establishing a MyView Portal account.

## 1.5.2 Customer Responsibilities

- Create a MyView Portal account if the Customer does not have an existing account.
- During the DMS Essential onboarding process, provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Protect login information against unauthorized use.
- Work with Motorola Solutions' CSM to update information as needed.





4/28/21

City of York  
100 E 4<sup>th</sup> Street  
York NE 68467

**RE: Municipal Lease # 25099**

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25099 are valid for contracts that are executed and returned to Motorola on or before **May 25, 2021**. After **5/25/21**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC  
Attn: Bill Stancik / 44th Floor  
500 W. Monroe  
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
Bill Stancik

# LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of York  
\_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_
2. Lessee County Location: \_\_\_\_\_
3. Federal Tax I.D. Number \_\_\_\_\_
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: \_\_\_\_\_
5. Equipment description that you would like to appear on your invoicing: \_\_\_\_\_

**Appropriate Contact for Documentation / System Acceptance Follow-up:**

6. Appropriate Contact & Mailing Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

7. Payment remit to address: **Motorola Solutions Credit Company LLC  
P.O. Box 71132  
Chicago IL 60694-1132**

Thank you

## EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 25099**

**LESSEE:**

City of York  
100 E 4<sup>th</sup> Street  
York NE 68467

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE AS EVIDENCED BY THE EXECUTION OF THE DELIVERY AND ACCEPTANCE CERTIFICATE.. LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY. NOTHING CONTAINED HEREIN SHALL PRECLUDE THE LESSEE FROM ENFORCING ANY WARRANTIES AFFORDED UNDER THE CONTRACT, AGAINST MOTOROLA SOLUTIONS, INC. AS THE EQUIPMENT VENDOR.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time ( the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount

determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** After the execution of the Delivery and Acceptance Certificate the Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under

any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_ day of May, 2021.

**LESSEE:**  
City of York

**LESSOR:**  
**MOTOROLA SOLUTIONS, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Title Treasurer  
Uygar Gazioglu

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk )

appointed and acting Secretary or Clerk of the City of York, an entity duly organized and existing under the laws of the **State of Nebraska** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25099**, between City of York and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal of City of York , hereto this \_\_\_\_ day of May 2021.

By: \_\_\_\_\_  
(Signature of Secretary/Clerk)

**SEAL**

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 25099 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

\_\_\_\_\_  
Attorney for City of York

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    25099  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25099** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<b>QUANTITY</b>	<b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b>
	Refer to attached Equipment List.
<b>Equipment Location:</b>	

**Initial Term: 60 Months**

**Commencement Date:     June 1, 2021**

**First Payment Due Date:     June 1, 2023**

**4 annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of York (Schedule B)						
Compound Period:		Annual				
Nominal Annual Rate:		2.890%				
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
	1 Lease	6/1/2021	\$ 120,875.64	1		
	2 Lease Payment	6/1/2023	\$ 33,370.62	4	Annual	6/1/2026
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	6/1/2021				\$120,875.64	
1	6/1/2023	\$ 33,370.62	\$ 7,087.52	\$ 26,283.10	\$ 94,592.54	
2	6/1/2024	\$ 33,370.62	\$ 2,733.70	\$ 30,636.92	\$ 63,955.62	
3	6/1/2025	\$ 33,370.62	\$ 1,848.30	\$ 31,522.32	\$ 32,433.30	
4	6/1/2026	\$ 33,370.62	\$ 937.32	\$ 32,433.30	\$ -	
Grand Totals		\$ 133,482.48	\$ 12,606.84	\$120,875.64		

INITIAL INSURANCE REQUIREMENT: \$120,875.64

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25099** to that Equipment Lease Purchase Agreement number **25099** will be maintained by the City of York as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of local insurance provider

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25099** , City of York , hereby certifies that following coverage are or will be in full force and effect:

<b>Type</b>	<b>Amount</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Policy Number</b>
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

Description: All Equipment listed on Schedule A number 25099 to that Equipment Lease Purchase Agreement number 25099. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25099 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
1303 E. Algonquin Road  
Schaumburg, IL 60196

**If self insured, contact Motorola representative for template of self insurance letter.**

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
  
2. Why is the equipment essential to the operation of **City of York**?
  
3. Does the equipment replace existing equipment?  

If so, why is the replacement being made?
  
4. Is there a specific cost justification for the new equipment?  

If yes, please attach outline of justification.
  
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25099

Lease Schedule A No. : 25099

## EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25099. See Schedule A for a detailed Equipment List.

LESSEE:

City of York

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **CERTIFIED LESSEE RESOLUTION**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease #25099) held on May \_\_\_\_\_, 2021, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1.     Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of York (Lessee) and Motorola Solutions, Inc. (Lessor).
  
2.     Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
  
3.     Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA, TO CREATE THE ANNA PALMER MUSEUM ADVISORY BOARD; TO ENACT CHAPTER 25 PARKS AND RECREATION, ARTICLE IV, SECTION 25-48 OF THE YORK CITY CODE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF YORK, NEBRASKA:

Section 1. Chapter 25, Article IV, Section 25-48 is enacted as follows:

ARTICLE IV. Anna Palmer Museum Advisory Board.

Section 2.

Sec. 25-48. Anna Palmer Museum Advisory Board created.

There is hereby created the Anna Palmer Museum Advisory Board of Commissioners for the City.

Section 3.

Sec. 25-49. Composition. The advisory board shall consist of seven (7) members who shall be residents of the City of York. Two (2) members shall be members of the city council; five (5) members shall be appointed at large, and one (1) of the members shall be 19 years of age or younger at time of appointment, who is referred to as the "youth member".

Section 4.

Sec. 25-50. Appointment. The advisory board shall be appointed by the Mayor with the consent of the city council.

Section 5.

Sec. 25-51. Terms.

At the time of the first appointment two (2) at-large commissioners shall be appointed for a term of one (1) year, two (2) for a term of two (2) years, and one (1) for a term of three (3) years. The youth member defined in Section 3 above, shall serve a term of one (1) year. Thereafter it shall be the duty of the Mayor and City Council to appoint or reappoint one (1) member of the Board each year for a term of three (3) years, except for the youth member who shall serve a term of one (1) year. These terms of office shall run

on a calendar year with appointments made at the regular January council meeting.

Section 6.

Sec. 25-52. Duties.

The advisory board shall study, advise and recommend to the Mayor, council and administrator on the location of the museum, and in areas that concern the acceptance, deaccession, conservation, storage, maintenance, and display of city artifacts accepted by the Anna Palmer Museum. The board shall also continue to study and promote the needs of the City for appropriate management of the museum and the promotion of the museum, its artifacts and displays.

Section 7.

Sec. 25-53. Quorum.

Five (5) members of the advisory board shall constitute a quorum.

Section 8.

Sec. 25-54. Officers.

At the first meeting in each year the members of the advisory board shall elect a chairman of the board.

The City Administrator shall attend all board meetings and shall act as the secretary for the board.

Section 9.

Sec. 25-55. Rules and regulations.

The advisory board shall adopt all necessary rules providing for regular and special meetings of the board and for the conduct of its business and such rules and regulations as it may deem necessary for the management and care of the Anna Palmer Museum artifacts. Such rules and regulations shall be submitted to the Mayor and City Council for approval and adoption.

Section 10.

Sec. 25-56. Administration.

The City Administrator shall be in charge of the hiring and dismissal of the museum director and any personnel who are employed by the City.

Section 11. All ordinances and parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 12. This ordinance shall take effect and be in full force and effect from and after its passage, approval and publication as required by law.

PASSED AND APPROVED by the York City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Barry Redfern, Mayor

ATTEST:

\_\_\_\_\_  
C. Jean Thiele, City Clerk

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# City of York

## Community Center Project

Building Renovation Update

June 11th, 2021

**Executive Summary**



As renovation work progress continues in the Community Center there have been discoveries for additional repairs to the building that were previously unknown. These unknown repairs were not covered in the original scope of work. These scope items and estimated total cost are listed below for your consideration.

**1. Expose, seal, and insulate metal air-conditioning duct work**

- Demo plaster ceilings above museum, lobby, locker rooms, and lower level
- Seal and insulate existing ductwork
- Add sprinkler heads to exposed ceiling areas
- Perform necessary electrical modifications
- Perform necessary fire and security system modifications
- Replace Plaster ceilings with drywall or acoustical tile in areas not included in original scope

**2. Replace badly corroded steel roof joists, decking, and masonry repairs**

- Remove roof and decking to expose corroded structural steel
- Replace corroded joists and beams with new
- Weld new steel roof decking onto new steel beams
- Replace roof insulation and install new rubber membrane over damaged area
- Replace plaster cement soffit under affected area
- Repair exterior brick mortar

**Total estimated costs for above items \$575,000**

## Scopes of Work Description

### 1. Expose, seal, and insulate metal air-conditioning duct work

During the course of installing the new roof mounted air-conditioning units it was discovered that the original metal ductwork system was never insulated and has numerous air leaks from poor installation practices. It was impossible to know this as the ductwork was enclosed above the plaster ceilings from below and the roof above. The plaster ceilings were covered in asbestos texture that required abatement before any holes could be made to access the ductwork.

When the ductwork was exposed, it was obvious the uninsulated metal ducts have been sweating in the dead air space above the ceilings since day one. When this building was built in 1963 central air-conditioning was still relatively new and we think the lack of insulation was an oversight by the original architect that designed the building. The original design only air conditioned the west side of the building including the lower level, lobby, and museum areas. The pool and sport court areas were not originally air conditioned as they were heating only with just exhaust fans for ventilation.

Because the ceilings are constructed of masonry cement plaster infused to a steel mesh the condensation from the ductwork was contained above the ceilings with little staining showing through to the underside. If the ceilings would have been made from today's standard gypsum wall board they would have indicated the water damage decades ago. The prolonged humid conditions above the ceilings have rusted the steel mesh and support wires holding up the plaster ceilings making for a possible safety concern. A support failure could drop heavy plaster from overhead.

This one insulation problem creates multiple costs to remedy it. Approximately one third to one half of the plaster ceilings need to be removed to allow access for the insulation subcontractor to seal and wrap the existing ductwork with insulation. Because there are wood framed walls above these ceiling spaces it will also require the installation of additional fire sprinkler heads to protect this entire overhead space from fire. If we attempt to leave any of the plaster ceilings in place there is concern the compromised metal wires holding it up could fail dropping pieces of plaster.

As we have removed sections of the ceilings for inspection we also realize there are numerous electrical issues that will need to be addressed. Much of the electrical raceway system is attached to the ceiling that will be demoed and will require modification or reconstruction entirely. Electrical code violations such as inaccessible junction boxes and improper conduit installation will be obvious to the electrical inspector when the ceilings are removed. We have estimated and included the cost of these repairs but until completely exposed the actual cost cannot be confirmed.

With all things considered we believe the best solution is to remove the majority of the plaster ceiling material now and replace it with an acoustical ceiling tile (ACT) system. The ACT ceilings will be installed both on the upper and lower levels of the west museum wing.

Bathroom and locker room ceilings will be demoed as required to insulate the ductwork. These ceilings will be replaced with water resistant drywall ceilings, covered with any epoxy paint for longevity in humid conditions.

The gaps in the existing ductwork will be sealed with a commercial pliable sealant and then wrapped in fiberglass insulation. This will significantly increase the HVAC system efficiency and overall function.

The power and lighting electrical system deficiencies will be addressed and brought up to code. Low voltage systems attached to the ceilings including fire alarm and CCTV will also be affected by ceiling demolition. Allowances for reinstalling these systems is included in the estimate.

## **2. Replace badly corroded steel roof joists, decking, and masonry repairs**

The confined ceiling space mentioned above was not only subject to attack from ductwork condensation but also chemical vapors from the indoor pool. Due to a lack of proper ventilation these vapors migrated from the pool area into the enclosed ceiling space directly to the west of the pool. These corrosive vapors attacked and destroyed the metal bar joists and roof decking in an area approximately 40' by 50' in size.

A structural engineer was hired to inspect the integrity of this roof area and advise a solution. The recommendation was to remove and replace the damaged structural steel bar joists with new I-beams and metal decking. The new steel beams will be installed overhead with a crane and require the roof to be removed to lower the new beams in place. After the new structural steel members are installed metal roof decking will be welded onto them completing the structural repairs. Finally new roof insulation and rubber roofing membrane will be laid on top completing the repairs.

The new HVAC system being installed is designed to control the humidity and ventilation inside the pool area and to prevent chemical vapors from migrating outside the pool area. In addition, and as part of this solution a vapor barrier wall will be constructed on the west side of the pool area to prevent any future vapor migration.

