

CITY OF CRETE, NEBRASKA  
CITY COUNCIL REGULAR MEETING  
December 20, 2016

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting
2. Roll Call
3. Special Order of Business
  - 3.A. Zoning Block 77
  - 3.B. New Pickup

12/20/16 Public Works: Recommend approval of pickup purchase by Police and Public Works Departments from State Bid at a cost of \$29,830 Carried with a motion by Judy Henning and a second by Travis Sears.  
David Bauer: Aye, Judy Henning: Aye, Travis Sears: Aye  
Aye: 3, No: 0
  - 3.C. Sub-transmission Change Order

12/20/16 Public Works: Recommend the change order for the sub-transmission line rebuild at a cost of \$942 Carried with a motion by Travis Sears and a second by Judy Henning.  
David Bauer: Aye, Judy Henning: Aye, Travis Sears: Aye  
Aye: 3, No: 0
  - 3.D. Sub-transmission Line Completion

12/20/16 Public Works: Recommend approval of the certificate of substantial completion of the sub-transmission line rebuild project Carried with a motion by Judy Henning and a second by Travis Sears.  
David Bauer: Aye, Judy Henning: Aye, Travis Sears: Aye  
Aye: 3, No: 0
4. Officers' Reports
5. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

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City Clerk-Treasurer

(S E A L)

**Public Works Committee Meeting  
December 20, 2016 6:00 PM  
City Hall  
Council Chambers  
243 East 13th Street**

**1. Open Meeting**

The City has posted a copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the council chambers. Additional copies are available to read, if anyone wishes one during this meeting, please advise. As each agenda item is considered, if there are any questions concerning the agenda item please advise. The Committee may consider items listed on the agenda in random order. The City has assisted listening devices available, if needed please advise. This meeting was posted in three public places to-wit:

City Hall - 1st Floor  
Post Office - Lobby  
City Bank and Trust - Front Entry

**2. Roll Call**

Attendance of Committee members will be recorded to determine the presence of a quorum for official actions.

**3. Special Order of Business**

The Committee may take action to hear testimony in favor of or in opposition to, discuss/limit discussion and take action to approve or disapprove a recommendation to the City Council on any matter presented under this title.

**A. Zoning Block 77**

Discuss zoning change in Block 77 after 6 month waiting period

**B. New Pickup**

Discuss a new pickup for public works use

**C. Sub-transmission Change Order**

Review a change order for the sub-transmission rebuild project

**D. Sub-transmission Line Completion**

Review a document regarding the completion of the project.

**4. Officers' Reports**

Reports may be given by Department Heads, other Committees and Council members concerning current operations of the City. Questions may be asked and answered. No action can be taken by the Committee on matters presented under this title except to answer any question posed and to refer the matter for further action.

**5. Adjournment**

The City Council Committee will review the above matters and take such actions as they deem appropriate. The Committee may enter into closed session to discuss any matter on this agenda when it is determined by the Committee that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of an individual and if such an individual has not requested a public meeting, or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.

**CITY OF CRETE  
PUBLIC WORKS COMMITTEE  
MEETING MINUTES  
June 14, 2016**

**Roll Call**

Dave Bauer  
Judy Henning  
Travis Sears

Tom Ourada, City Administrator  
Jerry Wilcox, City Clerk  
Dee Drake, Public Works  
Jack Oelschlager, Council Person  
Chuck Vyhnalek, Council Person  
Dale Strehle, Council Person  
Steve Hensel, Police Chief  
Diane Goranson, Deputy City Clerk  
Dan Dunaway, Parks & Rec Director  
Jack & Janet Bridger, Wymore Inn  
Kyle McGowen, Crete Schools

**Special Order of Business**

**A. Zoning Amendments – Blocks 77 & 82 OT:**

Mr. & Mrs. Bridger talked to the committee about the property in question. They have some offers to purchase the property as long as the property stays commercial. If it changes back to residential, the buyers don't want to purchase it. The committee had discussion and asked question of Mr. & Mrs. Bridger. Travis made a motion and seconded by Judy to table this discussion for 6 months and revisit it at that time. All in favor: Travis, yes; Judy, yes; Dave, yes. Motion passed.

**B. Dump Trucks:**

Tom has received the specs and plans for two new dump trucks for the wastewater and street departments. After discussion on this, Judy made a motion to advertise for bids starting June 27, a bid opening July 14 with possible acceptance on July 19. Seconded by Dave. All in favor: Judy, yes; Dave, yes. Motion passed.

**C. Linden Avenue Traffic:**

The committee discussed the possibility of changing Linden Avenue to a one-way going northbound from 9<sup>th</sup> to 11<sup>th</sup> street. After discussion from the committee and Kyle, Judy made a motion and it was seconded by Dave to change Linden Avenue to a one-way street going northbound from 9<sup>th</sup> to 11<sup>th</sup> street with parking on the east side starting on July 18. All in favor; Judy, yes; Dave, yes. Motion passed.

**Officer's Report**

Tom explained about a 2-year contract from Heartland Natural Gas needing to be put on the council agenda. The committee told Tom to go ahead and put it on the agenda.

**Adjournment**

It was motioned by Judy to adjourn the meeting at 5:31pm. Seconded by Dave. Roll Call Vote: Judy, yes; Dave, yes. Motion passed. Meeting Adjourned.

Dave Bauer, Chairman

# Quote

Year            2017  
Make           Ford  
Model         F250  
Trim            4X4

Contract # 14653 OC

3/4 extended cab

37273.00 Base price

(6473.00) gas engine

380.00 telescopic mirrors

330.00 plow prep package

5673.00 8' Boss plow

37183.00 Total

(1310.00) downgrade to WT package

35873.00 total if ordered as WT

399.00 add if you want long box

Ron Fullerton

Sid Dillon Commercial / Fleet

402-540-7578

# 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**  
**14653 OC**  
**PRIMARY DIESEL AWARD**  
**E15 AWARD**

PAGE 1 of 7	ORDER DATE 10/18/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2131702	
VENDOR ADDRESS:  SID DILLON FORD INC 305 S 2ND ST PO BOX 572 CERESCO NE 68017-0572	

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

**OCTOBER 21, 2016 THROUGH OCTOBER 20, 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 5365 OF REBID

Contract to supply and deliver 2017 OR CURRENT PRODUCTION YEAR ¾ TON EXTENDED CAB DIESEL 4X4 4 DOOR TRUCK as per the attached specifications, for the contract period October 21, 2016 through October 20, 2017. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Ford F-250 XLT

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

Vendor Contact: Ron Fullerton  
Phone: 402-540-7578  
E-Mail: ron.fullerton@siddillon.com

(ka 10/18/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	3/4 TON EXTENDED CAB DIESEL FORD F-250 XLT 2017 or Current Production Year 3/4 Ton Extended Cab Diesel 4x4 4 Door Truck	20.0000	EA	37,273.0000
	GVWR: 10,000 Series, Code, Trim Level: X2B, XLT Engine: 6.7L Transmission No. /Gear Ratio No.: 44W, 6 SPEED AUTO			

*Dianna Gilliland* 10-20-16  
BUYER *ks* 10/21/16  
MATERIEL ADMINISTRATOR *ks* 10/24/16

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**CONTRACT NUMBER**  
**14653 OC**

PAGE 2 of 7		ORDER DATE 10/18/16	
BUSINESS UNIT 9000		BUYER DIANNA GILLILAND (AS)	
VENDOR NUMBER: 2131702			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Delivery time after receipt of order (number/days): 40-120			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
2	E85 3/4 TON EXTENDED CAB FORD F-250 XLT 2017 or Current Production Year E85 3/4 Ton Extended Cab 4x4 4 Door Truck	20.0000	EA	29,830.0000
	E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)			
	Engine: 6.2L Transmission No. /Gear Ratio No.: 44S, 6 SPEED AUTO GVWR: 10,000 Series, Code, Trim Level: X2B, XLT Delivery time after receipt of order (number/days): 40-120			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
	OPTIONS			
3	ENGINE (OTHER GAS) (DEDUCT)	20.0000	EA	-6,473.0000
	ENGINE SIZE: 6.2L			
4	ENGINE (OTHER DIESEL), INCLUDING BLOCK HEATER, FACTORY OR DEALER INSTALLED. IF DEALER INSTALLED, SUPPLY MANUFACTURER: POWER STROKE MODEL: FORD WARRANTY: 5YR, 100,000 ENGINE SIZE: 6.7L	20.0000	EA	8,472.0000
5	FOG LIGHTS XLT VALUE PACKAGE	20.0000	EA	1,460.0000
6	ELECTRONIC SHIFT 4 WHEEL DRIVE SYSTEM	20.0000	EA	290.0000
7	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER 6 WAY POWER CONTROLLED SEAT, IF AVAILABLE FROM MANUFACTURER.	20.0000	EA	1,460.0000



BUYER INITIALS

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**CONTRACT NUMBER**  
**14653 OC**

PAGE 3 of 7	ORDER DATE 10/18/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2131702	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
8	BUCKET TYPE SEATS CLOTH W/VINYL TRIM	20.0000	EA	1,230.0000
9	RIGHT AND LEFT TELESCOPIC MIRRORS, MINIMUM 6" X 8"	20.0000	EA	380.0000
10	STANDARD PAINT ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS	20.0000	EA	0.0000
11	FOR DEPARTMENT OF ROADS USE YELLOW COLOR OF: FORD #84S53 WITH NO MINIMUM ORDER REQUIRED.	20.0000	EA	935.0000
12	EXTRA COST PAINT RUBY RED METALLIC TINTED CLEARCOAT	20.0000	EA	495.0000
13	TWO WHEEL DRIVE MODEL (TO INCLUDE ALL SEASON TIRES) (DEDUCT)	20.0000	EA	-1,782.0000
14	PICKUP BOX HD RUBBERIZED SPRAY IN BED LINER LINEX OR EQUIVALENT	20.0000	EA	475.0000
15	UTILITY BOX HD RUBBERIZED SPRAY IN BED LINER LINEX OR EQUIVALENT	20.0000	EA	650.0000
16	INCREASED PICKUP BOX LENGTH OF APPROXIMATELY 8 FEET WITH CORRESPONDING WHEELBASE.  WHEELBASE: 164"  DIMENSIONS OF BOX BID: LENGTH, WIDTH, AND WIDTH BETWEEN WHEEL WELLS: 98.1", 66.9" & 50.5"	20.0000	EA	399.0000
17	SNOW PLOW ATTACHMENT OF PICKUP MANUFACTURERS (WESTERN, BOSS AND MEYER BRANDS WITH POWER ANGLING, 8-FOOT BOLT ON BLADE, PLOW HEAD AND TURN LIGHTS, SNOW DEFLECTOR, BLADE MARKERS) TO INCLUDE SNOW PLOW PREP PACKAGE.  SNOW PLOW PACKAGE MANUFACTURER AND DETAILS: 8' - BOSS	20.0000	EA	5,673.0000
18	SNOW PLOW PREP PACKAGE	20.0000	EA	330.0000



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**CONTRACT NUMBER**  
**14653 OC**

PAGE 4 of 7		ORDER DATE 10/18/16	
BUSINESS UNIT 9000		BUYER DIANNA GILLILAND (AS)	
VENDOR NUMBER: 2131702			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	MINUS SNOW PLOW BLADE.			
	SNOW PLOW PACKAGE MANUFACTURER AND DETAILS: HD SPRINGS			
19	SLIDING REAR-VISION WINDOW POWER	20.0000	EA	492.0000
20	CHASSIS WITH EIGHT FOOT (8') UTILITY BODY FOR SINGLE WHEEL TO INCLUDE COSTS OF 8 FOOT PICKUP LENGTH. SEE ATTACHMENT	20.0000	EA	7,695.0000
	MAKE AND MODEL: KNAPHEIDE 696J, WARNER WS298-M-SW-U-RT			
21	COLOR OF UTILITY BODY TO MATCH MANUFACTURER COLOR CHARTS ONLY WHITE IS NO CHARGE	20.0000	EA	1,100.0000
22	NO LID ON UTILITY BODY (DEDUCT)	20.0000	EA	-600.0000
23	REARVIEW CAMERA DEALER OR FACTORY INSTALLED	20.0000	EA	390.0000
24	TAILGATE STEP DEALER OR FACTORY INSTALLED	20.0000	EA	375.0000
25	DUAL ALTERNATORS DEALER OR FACTORY INSTALLED	20.0000	EA	390.0000
26	PROTECTIVE VINYL SIDE MOLDINGS DEALER INSTALLED IF NOT STANDARD EQUIPMENT	20.0000	EA	380.0000
27	SERVICE REPAIR MANUAL EQUIPMENT AND ENGINE	20.0000	EA	450.0000
	TYPE OF SERVICE REPAIR MANUAL AVAILABLE: CD ROM			
28	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT. \$400.00 MAXIMUM CHARGE	20.0000	MI	2.0000
29	FACTORY OR DEALER DISCONNECT OF DAYLIGHT RUNNING LIGHTS	20.0000	EA	190.0000



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**CONTRACT NUMBER**  
**14653 OC**

PAGE 5 of 7		ORDER DATE 10/18/16	
BUSINESS UNIT 9000		BUYER DIANNA GILLILAND (AS)	
VENDOR NUMBER: 2131702			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	IF FACTORY EQUIPPED			
	LAW ENFORCEMENT ONLY			
30	DISCONNECT OF FACTORY DOME LIGHT OR COURTESY LAMPS	20.0000	EA	250.0000
	LAW ENFORCEMENT ONLY			
31	DOME LIGHT OR COURTESY LAMP TO BE CENTERED NOT MORE THAN APPROXIMATELY 4" TO 8" FROM THE TOP OF THE WINDSHIELD TO LIGHT THE DRIVERS AREA. CONTROLLED BY ROTATING HEADLAMP SWITCH TO MAXIMUM POSITION OR BY A SEPARATE SWITCH. THIS MAY REQUIRE ADDING AN ADDITIONAL LIGHT. DEALER INSTALLATION IS ACCEPTABLE IF NTO AVAILABLE FROM THE FACTORY.	20.0000	EA	190.0000
	LAW ENFORCEMENT ONLY			
32	AUXILIARY BATTERY LARGEST AVAILABLE BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE.	20.0000	EA	885.0000
	LAW ENFORCEMENT ONLY			
	CCA: 750			
33	ALTERNATOR WITH HIGHEST OUTPUT AVAILABLE	20.0000	EA	290.0000
	LAW ENFORCEMENT ONLY			
	AMPS: 240			
34	REVERSE SENSING ALARM SYSTEM DEALER INSTALLATION IS ACCEPTABLE IF NOT AVAILABLE FROM THE MANUFACTURER.	20.0000	EA	390.0000
	LAW ENFORCEMENT ONLY			
35	ALTERNATING HEADLIGHT FLASHER WIG-WAG MODULE WITH FLASHER OVERRIDE FOR OPTIONAL OVERRIDE AT NIGHT INSTALLED WITH ACTIVATION LEAD TAGGED AS SUCH AND TERMINATING IN OR NEAR THE PASSENGER COMPARTMENT.	20.0000	EA	199.0000
	LAW ENFORCEMENT ONLY			



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**CONTRACT NUMBER**  
**14653 OC**

PAGE 6 of 7		ORDER DATE 10/18/16	
BUSINESS UNIT 9000		BUYER DIANNA GILLILAND (AS)	
VENDOR NUMBER: 2131702			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
36	VERTICAL MOUNTED TWO (2) CLEAR/WHITE LED MODULES MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE.  LAW ENFORCEMENT ONLY	20.0000	EA	284.0000
37	TWO (2) CLEAR/WHITE LED MODULE MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE.  LAW ENFORCEMENT ONLY	20.0000	EA	294.0000
38	100 WATT SIREN SPEAKER INSTALLED BEHIND FRONT GRILL WITH VEHICLE SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT.  LAW ENFORCEMENT ONLY	20.0000	EA	364.0000
39	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE  LAW ENFORCEMENT ONLY	20.0000	EA	694.0000
40	BLUETOOTH HANDS FREE WIRELESS NETWORK TO MAKE AND RECEIVE PHONE CALLS ENABLED BY A PUSH BUTTON OR BY VOICE COMMAND  LAW ENFORCEMENT ONLY	20.0000	EA	360.0000
41	ROOF MOUNTED ANTENNA LOCATION TO BE DETERMINED BY BUYER TO DEALER/OUTFITTER. LOCATED TEN (10) INCHES FORWARD FROM THE REAR OF CAB BY TWELVE (12) INCHES LEFT FROM ROOF CENTER LINE. NMO MOUNT WITH RG58 CABLE RAN INTO REAR SEATING AREA.  LAW ENFORCEMENT ONLY	20.0000	EA	160.0000
42	ROOF MOUNTED BLUE TREE ANTENNA LOCATION TO BE DETERMINED BY BUYER TO DEALER/OUTFITTER. CENTERED ON ROOF TEN (10) INCHES FORWARD FROM THE REAR OF CAB. CABLES RAN INTO CENTER CONSOLE AREA. MAKE:	20.0000	EA	340.0000

BUYER INITIALS

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**CONTRACT NUMBER**  
**14653 OC**

PAGE 7 of 7		ORDER DATE 10/18/16	
BUSINESS UNIT 9000		BUYER DIANNA GILLILAND (AS)	
VENDOR NUMBER: 2131702			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	ANTENNAPLUS. MODEL: AP85/18GPS-QS22. TRI-MODE CELLULAR/PCS/GPS BLACK ANTENNA. 824-896 MHZ, 1885-1990 MHZ. 1575 MHZ. CONNECTORS SMA ON CELL/PCS & SMA ON GPS. FOAM PAD & THREADED BOLT. WEBSITE WWW.ANTENNAPLUS.COM			
	LAW ENFORCEMENT ONLY			



BUYER INITIALS

# 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: 402-471-2989

Date	08/17/16	Page	1 of 15
Solicitation Number	5365 OF REBID		
Opening Date and Time	09/21/16	2:00 pm	
Buyer	DIANNA GILLILAND (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 2017 OR CURRENT PRODUCTION YEAR 3/4 TON EXTENDED CAB DIESEL 4X4 4 DOOR TRUCK to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) 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.

REBID! CONTAINS NEW INFORMATION. PREVIOUS ITB IS VOIDED.

(fc 08/12/16)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	3/4 TON EXTENDED CAB DIESEL 4 DOOR 4X4 TRUCK 2017 or Current Production Year 3/4 Ton Extended Cab Diesel 4x4 4 Door Truck	1.0000	EA	<del>37473</del> 37,273 (RP)	<del>37473</del> 37273 (RP)

Revised -  
Supersedes Previous Bid

WARNING! DO NOT BID WORK TRUCK FROM THIS INVITATION TO BID!

Minimum Wheelbase: 140"  
Minimum Engine Size: 5.9L V8

ATTACHED  
Addendum 1

## BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section II) 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: Sid Dillon Ford  
Address: 305 S. 2nd St  
Ceresco NE  
68017

Contact Ron Fullerton  
Telephone 402-540-7578  
Facsimile \_\_\_\_\_  
Email ron.fullerton@siddillon.com

# 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	08/17/16	Page	2 of 15
Solicitation Number	5365 OF REBID		
Opening Date and Time	09/21/16	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
------	-------------	----------	-----------------	------------	----------------

Minimum Tire Size: 16" Goodyear Wrangler MT/R or equivalent off road tires  
Minimum GVWR: 8,600

Make: Ford

Model: F-250

GVWR: 10,000

Series, Code, Trlm Level: F20, XLT

Engine: 6.7L

Transmission No. /Gear Ratio No.: 44W, 6 speed Auto

EPA: NA

Delivery time after receipt of order (number/days): 40-120

MSRP as bid: 52,635

The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

Disregard the Qty and Unit of Measure on the Invitation to Bid.

Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.

2	E85 3/4 TON EXTENDED CAB 4 DOOR 4X4 TRUCK 2017 or Current Production Year E85 3/4 Ton Extended Cab 4x4 4 Door Truck	1.0000	EA	<del>30,030</del> 29,830 (RF)	<del>30,030</del> 29,830 (RF)
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WARNING! DO NOT BID WORK TRUCK FROM THIS INVITATION TO BID!

A separate bid is requested if the manufacturer is producing alternative fuel motor vehicles. A SEPARATE CONTRACT MAY BE AWARDED.

E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)

Engine: 6.2L

Transmission No. /Gear Ratio No.: 44S, 6 speed Auto

Rejected: Previous Bid  
 Supercedes

# State of Nebraska - INVITATION TO BID CONTRACT

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

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

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Buyer	DIANNA GILLILAND (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure
------	-------------	----------	-----------------

Make: Ford

Model: F. 250

GVWR: 10,000

Series, Code, Trim Level: X2B, XLT

EPA: NA

Delivery time after receipt of order (number/days): 40-120

MSRP as bid: 43965

The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

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### OPTIONS

THE OPTIONS SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS THAT ARE EXCEPTIONS TO SPECIFICATION AND MUST BE FACTORY INSTALLED. QUOTES MUST BE FURNISHED IF AVAILABLE FOR ITEMS LISTED BELOW, IF NOT INCLUDED AS STANDARD EQUIPMENT OR REQUIRED IN MAIN PART OF THIS SPECIFICATION.

ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED. (EXAMPLE: UNITS ORDERED WITH AIRBAGS MAY NOT BE AVAILABLE WITH A TILT WHEEL AND AUTOMATIC SPEED CONTROL)

- |   |  |               |    |
|---|--|---------------|----|
| 3 | ENGINE (OTHER GAS)                         | 1.0000        | EA |
|   | UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: | <u>{6473}</u> |    |
|   | STATE ENGINE SIZE:                         | <u>6.2L</u>   |    |
|   | UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: | <u>NA</u>     |    |
|   | STATE ENGINE SIZE:                         | <u>/</u>      |    |
| 4 | ENGINE (OTHER GAS) #2                      | 15 1.0000     | EA |

ES

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## INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>NA</u>		
	SPECIFY ENGINE SIZE: <u>/</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>NA</u>		
	SPECIFY ENGINE SIZE: <u>/</u>		
5	ENGINE (OTHER DIESEL), INCLUDING BLOCK HEATER, FACTORY OR DEALER INSTALLED.	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>NA</u>		
	IF DEALER INSTALLED, SUPPLY MANUFACTURER: <u>/</u>		
	MODEL: <u>/</u>		
	WARRANTY: <u>/</u>		
	SPECIFY ENGINE SIZE: <u>/</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>8472</u>		
	IF DEALER INSTALLED, SUPPLY MANUFACTURER: <u>Power Stroke</u>		
	MODEL: <u>Ford</u>		
	WARRANTY: <u>5yr, 100,000</u>		
	SPECIFY ENGINE SIZE: <u>6.7L</u>		
6	AUTOMATIC TO MANUAL FOUR-SPEED TRANSMISSION (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: ( <u>NA</u> )		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: ( <u>NA</u> )		
7	FOG LIGHTS	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>1460 - XLT</u> value package		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>1460 - XLT</u> value package		

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**DESTINATION OF GOODS**  
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## INVITATION

Line	Description	Quantity	Unit of Measure
8	ELECTRONIC SHIFT 4 WHEEL DRIVE SYSTEM	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>290</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>290</u>	
9	40-20-40 OR 60-40 BENCH SEAT W/VINYL (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: (	<u>NA</u> )	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: (	<u>NA</u> )	
10	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER 6 WAY POWER CONTROLLED SEAT, IF AVAILABLE FROM MANUFACTURER.	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>1460</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>1460</u>	
11	BUCKET TYPE SEATS CLOTH W/VINYL TRIM	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>1230</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>1230</u>	
12	REAR SEAT (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: (	<u>NA</u> )	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: (	<u>NA</u> )	
13	TWO ELECTRIC REMOTE CONTROLLED OUTSIDE MIRRORS, SWING AWAY TYPE 6" X 9" (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: (	<u>NA</u> )	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: (	<u>NA</u> )	
14	CAMPER TYPE MIRRORS, EXTENDED	1.0000	EA

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**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
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## INVITATION

Line	Description	Quantity	Unit of Measure
	ARM, MIN, 7" X 10" (DEDUCT)		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: ( <u>NA</u> )		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: ( <u>NA</u> )		
15	RIGHT AND LEFT TELESCOPIC MIRRORS, MINIMUM 6" X 8"	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>380</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>380</u>		
16	SECOND POWER OUTLET	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>STD</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>STD</u>		
17	CARGO LIGHT	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>STD</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>STD</u>		
18	KEYLESS REMOTE ENTRY LOCKING SYSTEM (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: ( <u>NA</u> )		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: ( <u>NA</u> )		
19	STANDARD PAINT ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>see attached</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>see attached</u>		
20	FOR DEPARTMENT OF ROADS USE YELLOW COLOR OF: DODGE #PL1 FORD #84S53, CHEVROLET/GMC #WA-253A CODE (9W3) WITH NO MINIMUM ORDER REQUIRED.	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <sup>18</sup> <u>935</u>		

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**DESTINATION OF GOODS**  
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## INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>935</u>	
21	EXTRA COST PAINT ATTACH LIST AND IDENTIFY AS EXTRA COST PAINTS	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>See attached</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>See attached</u>	
22	TWO WHEEL DRIVE MODEL (TO INCLUDE ALL SEASON TIRES) (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: (	<u>1782</u>	)
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: (	<u>1782</u>	)
23	HD RUBBERIZED SPRAY IN BED LINER (LINEX, RHINO OR EQUIVALENT)	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>475 - pickup box</u> <u>650 - Utility box</u>	
	STATE MANUFACTURER:	<u>Linex or Equivalent</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>475 - pickup box</u> <u>650 - Utility box</u>	
	STATE MANUFACTURER:	<u>Linex or Equivalent</u>	
24	INCREASED PICKUP BOX LENGTH OF APPROXIMATELY 8 FEET WITH CORRESPONDING WHEELBASE.	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>399</u>	
	STATE WHEELBASE:	<u>164</u>	
	STATE DIMENSIONS OF BOX BID: LENGTH, WIDTH, AND WIDTH BETWEEN WHEEL WELLS:	<u>98.1, 66.9 x 50.5</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>399</u>	
	STATE WHEELBASE:	<u>164</u>	

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**DESTINATION OF GOODS**  
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## INVITATION

Line	Description	Quantity	Unit of Measure
	STATE DIMENSIONS OF BOX BID: LENGTH, WIDTH, AND WIDTH BETWEEN WHEEL WELLS: <u>98.1 x 66.9 x 50.5</u>		
25	<b>SNOW PLOW ATTACHMENT OF PICKUP MANUFACTURERS (WESTERN, BOSS AND MEYER BRANDS WITH POWER ANGLING, 8-FOOT BOLT ON BLADE, PLOW HEAD AND TURN LIGHTS, SNOW DEFLECTOR, BLADE MARKERS) TO INCLUDE SNOW PLOW PREP PACKAGE.</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>5673</u>		
	SPECIFY SNOW PLOW PACKAGE MANUFACTURER AND DETAILS: <u>8' - Boss</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>5673</u>		
	SPECIFY SNOW PLOW PACKAGE MANUFACTURER AND DETAILS: <u>8' - Boss</u>		
26	<b>SNOW PLOW PREP PACKAGE MINUS SNOW PLOW BLADE.</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>330</u>		
	SPECIFY SNOW PLOW PACKAGE MANUFACTURER AND DETAILS: <u>HD Springs</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>330</u>		
	SPECIFY SNOW PLOW PACKAGE MANUFACTURER AND DETAILS: <u>HD Springs</u>		
27	<b>SLIDING REAR-VISION WINDOW</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>492 - power</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>492 - power</u>		
28	<b>CHASSIS WITH EIGHT FOOT (8') UTILITY BODY FOR SINGLE WHEEL TO INCLUDE COSTS OF 8 FOOT PICKUP LENGTH. SEE ATTACHMENT</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>7695</u>		
	STATE MAKE AND MODEL: <u>Knappheide - 6965</u>		
	<u>Warner - W3298 - m - SW - U - RT</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>7695</u>		
	STATE MAKE AND MODEL: <u>Knappheide - 6965</u>		
	<u>Warner - 20W3298 - m - SW - U - RT</u>		

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**DESTINATION OF GOODS**  
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## INVITATION

Line	Description	Quantity	Unit of Measure
29	<b>COLOR OF UTILITY BODY TO MATCH MANUFACTURER COLOR CHARTS</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	1100	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	1100	
30	<b>NO LID ON UTILITY BODY (DEDUCT)</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	600	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	600	
31	<b>DEDUCTION FOR MINIMUM 7,200 POUND GVWR FOR BASIC UNIT WITH LT225/75R16D TIRES, REAR SPRINGS OF MINIMUM 4,500 POUNDS, 60-AMP ALTERNATOR, 500 CCA BATTERY AND MINIMUM 4.3L GASOLINE ENGINE.</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	NA	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	NA	
32	<b>ELECTRONIC COMPASS/TEMPERATURE DISPLAY SYSTEM (DEDUCT)</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	NA	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	NA	
33	<b>REARVIEW CAMERA DEALER OR FACTORY INSTALLED</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	390	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	390	
34	<b>TAILGATE STEP DEALER OR FACTORY INSTALLED</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	375	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	375	

only white is N/C

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## INVITATION

Line	Description	Quantity	Unit of Measure
35	DUAL ALTERNATORS DEALER OR FACTORY INSTALLED	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>390</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>390</u>	
36	SEAT LUMBAR SUPPORT LUMBAR SUPPORT IN SEATS IF NOT STANDARD EQUIPMENT	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>STD - Drivers</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>STD - Drivers</u>	
37	PROTECTIVE VINYL SIDE MOLDINGS DEALER INSTALLED IF NOT STANDARD EQUIPMENT	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>380</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>380</u>	
38	SERVICE REPAIR MANUAL EQUIPMENT AND ENGINE	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>450</u>	
	STATE TYPE OF SERVICE REPAIR MANUAL AVAILABLE: PAPER COPY, CD ROM OR ONLINE:	<u>CD</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>450</u>	
	STATE TYPE OF SERVICE REPAIR MANUAL AVAILABLE: PAPER COPY, CD ROM OR ONLINE:	<u>CD</u>	
39	PARTS MANUAL EQUIPMENT AND ENGINE	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>NA</u>	
	STATE TYPE OF PARTS MANUAL AVAILABLE: PAPER COPY, CD ROM OR ONLINE:	<u>/</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>NA</u>	

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**DESTINATION OF GOODS**  
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## INVITATION

Line	Description	Quantity	Unit of Measure
	STATE TYPE OF PARTS MANUAL AVAILABLE: PAPER COPY, CD ROM OR ONLINE: <u>                    </u>		
40	<b>ADDITIONAL COSTS FOR WARRANTIES FROM MANUFACTURER</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>Call for options</u>		
	STATE YEARS AND MILES: <u>                    </u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>Call for options</u>		
	STATE YEARS AND MILES: <u>                    </u>		
41	<b>DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA</b>	1.0000	\$
	ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>2<sup>00</sup>/mile or 400</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>2<sup>00</sup>/mile or 400</u>		
42	<b>FACTORY OR DEALER DISCONNECT OF DAYLIGHT RUNNING LIGHTS IF FACTORY EQUIPPED</b>	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>190</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>190</u>		
43	<b>DISCONNECT OF FACTORY DOME LIGHT OR COURTESY LAMPS</b>	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: <u>250</u>		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <u>250</u>		
44	<b>DOME LIGHT OR COURTESY LAMP</b>	1.0000	EA
	TO BE CENTERED NOT MORE THAN APPROXIMATELY 4" TO 8" FROM THE TOP OF THE WINDSHIELD TO LIGHT THE DRIVERS AREA. CONTROLLED BY ROTATING HEADLAMP SWITCH TO MAXIMUM POSITION OR		

# State of Nebraska - INVITATION TO BID CONTRACT

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## INVITATION

Line	Description	Quantity	Unit of Measure
	BY A SEPARATE SWITCH. THIS MAY REQUIRE ADDING AN ADDITIONAL LIGHT. DEALER INSTALLATION IS ACCEPTABLE IF NTO AVAILABLE FROM THE FACTORY.		
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		190
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		190
45	<b>AUXILIARY BATTERY</b> LARGEST AVAILABLE BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE.	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		885
	INDICATE CCA: _____		750
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		885
	INDICATE CCA: _____		750
46	<b>ALTERNATOR WITH HIGHEST OUTPUT AVAILABLE</b>	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		290
	INDICATE AMPS: _____		240
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		250
	INDICATE AMPS: _____		240
47	<b>REVERSE SENSING ALARM SYSTEM</b> DEALER INSTALLATION IS ACCEPTABLE IF NOT AVAILABLE FROM THE MANUFACTURER.	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 24 _____		390

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## INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>390</u>	
48	<b>ALTERNATING HEADLIGHT FLASHER</b> WIG-WAG MODULE WITH FLASHER OVERRIDE FOR OPTIONAL OVERRIDE AT NIGHT INSTALLED WITH ACTIVATION LEAD TAGGED AS SUCH AND TERMINATING IN OR NEAR THE PASSENGER COMPARTMENT.  LAW ENFORCEMENT ONLY	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>199</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>199</u>	
49	<b>VERTICAL MOUNTED TWO (2)</b> CLEAR/WHITE LED MODULES MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE.  LAW ENFORCEMENT ONLY	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>284</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>284</u>	
50	<b>TWO (2) CLEAR/WHITE LED MODULE</b> MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE.  LAW ENFORCEMENT ONLY	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	<u>294</u>	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	<u>294</u>	
51	<b>100 WATT SIREN SPEAKER</b> INSTALLED BEHIND FRONT GRILL WITH VEHICLE SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT.  LAW ENFORCEMENT ONLY	1.0000	EA

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1528 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-8500  
Fax: 402-471-2089

Date	08/17/16	Page	14 of 15
Solicitation Number	5365 OF REBID		
Opening Date and Time	09/21/16	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	364	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	364	
52	<b>PRO-GARD X PUSH BUMPER</b> WITH INSTALLATION ON FRONT OF VEHICLE	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	NA	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	NA	
53	<b>SETINA PB 400 PUSH BUMPER</b> WITH INSTALLATION ON FRONT OF VEHICLE	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	694	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	694	
54	<b>BLUETOOTH</b> HANDS FREE WIRELESS NETWORK TO MAKE AND RECEIVE PHONE CALLS ENABLED BY A PUSH BUTTON OR BY VOICE COMMAND	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	360	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	360	
55	<b>ROOF MOUNTED ANTENNA</b> LOCATION TO BE DETERMINED BY BUYER TO DEALER/OUTFITTER. LOCATED TEN (10) INCHES FORWARD FROM THE REAR OF CAB BY TWELVE (12) INCHES LEFT FROM ROOF CENTER LINE. NMO MOUNT WITH RG58 CABLE RAN INTO REAR SEATING AREA.	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:	160	
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:	160	

# 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	08/17/16	Page	15 of 15
Solicitation Number	5365 OF REBID		
Opening Date and Time	09/21/16	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure
56	<b>ROOF MOUNTED BLUE TREE ANTENNA</b> LOCATION TO BE DETERMINED BY BUYER TO DEALER/OUTFITTER. CENTERED ON ROOF TEN (10) INCHES FORWARD FROM THE REAR OF CAB. CABLES RAN INTO CENTER CONSOLE AREA. MAKE: ANTENNAPLUS. MODEL: AP85/18GPS-QS22. TRI-MODE CELLULAR/PCS/GPS BLACK ANTENNA. 824-896 MHZ, 1885-1990 MHZ. 1575 MHZ. CONNECTORS SMA ON CELL/PCS & SMA ON GPS. FOAM PAD & THREADED BOLT. WEBSITE WWW.ANTENNAPLUS.COM	1.0000	EA

LAW ENFORCEMENT ONLY

UNIT PRICE CALCULATED FOR TRUCK ON LINE 1:           340          

UNIT PRICE CALCULATED FOR TRUCK ON LINE 2:           340

**STATE OF NEBRASKA PURCHASING BUREAU  
SCHEDULE OF EVENTS**

**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
Release Invitation to Bid	August 17, 2016
Last Day to Submit Written Questions	August 24, 2016
State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html">http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html</a>	August 25, 2016
Bid Opening Location: Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 21, 2016 2:00 p.m. Central Time

**WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5365 OF Rebid; ¾ TON EXTENDED CAB DIESEL 4x4 4 DOOR TRUCK Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Dianna Gilliland, showing the total number of pages transmitted, and clearly marked "ITB Number 5365 OF Rebid; ¾ TON EXTENDED CAB DIESEL 4x4 4 DOOR TRUCK Questions".

**Written answers will be provided through an addendum to be posted on the internet at [http://das.nebraska.gov/materiel/purchase\\_bureau/vendor/vehicle-itb.html](http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html) on or before the date shown in the Schedule of Events.**

**The Master Agreement Terms and Conditions apply to this invitation to Bid.**

**STATE OF NEBRASKA PURCHASING BUREAU  
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. A "YES" response means the bidder guarantees they can meet this condition. A "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 vendor's alternative is an acceptable alternative.**

All items listed below are required. If there is a No, a detailed alternative explanation must be provided.

YES	NO	NO & PROVIDE ALTERNATIVE	1. CAB AND BODY
✓			A. Color: Cab, Body and fenders will be selected from manufacturer's standard colors. However, yellow color must be available to the Department of Roads. (NOTE: attached color charts shall be considered manufacturer colors with no extra charge unless specified on color chart in the options). All paint will be base coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.
✓			B. Cab and Body: Fully enclosed safety type cab. The truck box shall not be less than 72 inches long by 61 inches wide (inside dimensions) and be of double sidewall construction. Minimum 50 inches wide between wheel wells. "STYLESIDE," "FLEETSIDE," "SWEPTLINE" BODY will be required. State Dimensions of box bid: <u>81.9</u> " length, <u>66.9</u> " width, <u>20.5"</u> width between wheel wells.
✓			C. Glass: Approved tinted safety glass shall be required in all doors, windows, and windshields.
✓			D. Headliner: Fully insulated headliner required, if available from manufacturer.
✓			E. Insulation: Standard production heat and sound insulation to be provided. Body and interior finished to exclude excessive noise and weather.
✓			F. Seats: The 40-20-40 or 60-40 style seat and fold down center console to be furnished. Back must be manufacturer's heavy duty, optional, maximum depth foam rubber, with heavy-duty cloth covering. Head restraints or high backs for outboard seats required.
✓			G. Arm Rests: Required on both left and right-hand sides of each front seat. Fold down center console and door armrests to be furnished.
✓			H. Automatic Speed Control: Required.
✓			I. Sun Visors: Dual, padded.
✓			J. Floor Covering: Rubber matting type, if factory available. Trucks shall be delivered with factory floor mats front and rear required. If unavailable, manufacturer accessory floor mats (through dealer parts room) are acceptable.
✓			K. Rearview Mirror: Interior, adjustable, rear vision mirror of day or night selector type (non-glare). Two outside electric rear vision mirrors, right and left, adjustable, minimum 6 inches by 9 inches; swing away type preferred.

**WARNING!! DO NOT BID BASE TRUCK WITH 29WT, XL, OR ST PACKAGE ON THIS SHEET!**

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

✓			L. Frame: (Three-Quarter Ton Extended Cab Four Door 4x4 Truck) Section modules rated at not less than 3.88, with 36,000 PSI yield strength steel or as recommended by manufacturer for trucks.
✓			M. Air Conditioner: Best grade factory installed air-conditioning, manually controlled, to include all items normally included in the factory package.
✓			N. Fenders and Bumpers: Manufacturer's standard fenders front and rear. Manufacturer's front bumper and step-type, rear bumper required.
✓			O. Fuel Tank: Largest available size. Skid plates if available from manufacturer, may be dealer installed. Please state size: Diesel: _____ Gasoline: <u>34</u>
✓			P. Seat Belts: Lap/Shoulder seat belts with automatic retractors for outboard seating; middle seat belt, preferably with retractors.
✓			Q. Power Outlet: Required.
✓			R. Windshield Wipers: Electrically operated, multiple speeds, manually controlled with electric windshield washer with jets to each wiper blade and with intermittent or delay capability. All factory installed.
✓			S. Heater: A fresh air type heater with dual defroster tubes to windshield shall be installed.
✓			T. Lights: Halogen high beam headlights with low beam; parking, dome, tail, backup, and stop lights; front and rear directional turn signals with self-canceling control on steering column. Daytime running lights required if factory available.
✓			U. Controls and Instruments: Key locking ignition switch; head, parking and dome light switches, headlight beam control; speedometer; charge indicator; fuel gauge; oil pressure indicator; engine temperature indicator; high beam indicator light; traffic hazard switch; flashing turn indicator lights. In cab hood release. Integrated brake controller.
✓			V. Radio: Manufacturer's standard AM/FM Stereo radio with clock.
✓			W. Bluetooth: Hands free wireless network to make and receive phone calls enabled by a push button or by voice command if available from manufacturer.
✓			X. Locks: Manufacturer's keyless remote entry power locking system two remote entry key fobs and three (3) sets of keys per truck, required if available from manufacturer.
✓			Y. Windows: Electric power windows required.
✓			Z. Airbag: Driver and passenger sides, required.
✓			AA. Trailer Towing Package: To include integrated brake controller, Complete with all hardware including receiver hitch minimum class 4. Please state towing capacity being furnished:
✓			BB. Electronic compass/temp display required if available from manufacturer.

**NOTES/COMMENTS:**

**WARNING!! DO NOT BID BASE TRUCK WITH 30VT, XL, OR ST PACKAGE ON THIS SHEET!**

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	2. ENGINE AND DRIVE TRAIN
✓			A. Engine: Minimum standards as stated in the specifications.
✓			B. Engine will have 110 volt AC engine block coolant heater, with Male receptacle with cover that is sturdily mounted. (Diesel Engine only)
✓			C. Cold starting aid (Diesel Engine only).
✓			D. Transmission: Manufacturer's minimum four speed, automatic transmission. Require auxiliary or heavy-duty oil cooler for the automatic transmission. A two-speed transfer case is required. Skid plate(s) for the transfer case shall be furnished if offered by the manufacturer.
✓			E. Air Cleaner: Dry type.
✓			F. Oil Filter: Full flow throwaway type.
✓			G. Thermostat: Required as recommended for permanent-type antifreeze.
✓			H. Radiator: Coolant recovery system required.
✓			I. Axle Ratio: Ratio to be recommended by manufacturer.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	3. SUSPENSION AND RUNNING GEAR
✓			A. Wheelbase: Minimum standards as stated in the specifications.
✓			B. Steering: Manufacturer's recommended power steering.
✓			C. Steering Wheel: Regular production model or approved deluxe wheel. Tilt steering wheel required.
✓			D. Shock Absorbers: Heavy-duty double action type front and rear.
✓			E. Axle and springs: Manufacturer's independent front suspension and single speed hypoid rear axle, all with spring sizes and axle sizes recommended to meet GVWR. The axle gear ratios shall be the same in the front and rear axles. Front stabilizer bar is required.
✓			F. Brakes: Power service brakes; disc/drum or disc/disc shall have a minimum 11 inch rotor, drum shall be minimum 11 inch by 2 inch. Parking brakes on rear wheel or drive line. Brakes shall be anti-lock type on all four wheels.
✓			G. Wheels: Five, minimum 16 inch steel; spare carrier; four hubcaps or center covers with lug protectors per unit. Wheels must be one piece, drop center type.
✓			H. Suspension: Must be designed to handle passenger and cargo requirements.

**WARNING!! DO NOT BID BASE TRUCK WITH 3WT, XL, OR ST PACKAGE ON THIS SHEET!**

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

✓			I. Tires: To be equipped with five full-sized black wall, tubeless, all terrain steel-belted radial (i.e. Goodyear Wrangler MT/R or equivalent off road tire) tires on rims, factory installed and of regular production, minimum 18" (refer to page 1 of these specifications) as recommended by the manufacturer. Spare tire and wheel shall match service tires and wheels; spare can be steel. Tires to comply with manufacturer's GVWR. Tires should have a 50,000-mile tire rating. Tires to be manufactured and labeled by a major manufacturer and installed by factory.
✓			J. Differential: Limited slip, anti-spin or electronic locking type required. Specify Type: <u>elec. locking</u>
✓			K. Tow hooks required.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ELECTRICAL SYSTEM
✓			A. Ignition System: 12-volt, solid state. Must be equipped with high tension, radio frequency shielded, ignition wiring. The vehicle shall be compatible with use of installed mobile radio.
✓			B. Battery: Two twelve-volt batteries which deliver a total of at least 1000 cold cranking amps. (Diesel engine only)
✓			C. Alternator: Highest output available from factory. Please state output: <u>200</u>
✓			D. Bonding and Grounding: All components of the vehicle necessary to prevent interference with reception of low band two-way radio installed in the vehicle shall be adequately bonded and grounded.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. RADIO FREQUENCY SHIELDING – Caution!!
✓			A. The chassis and/or installed components and equipment shall be compatible with use of NDOR mobile and/or two-way communication devices. Main communication radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply including low band, high band, UHF and VHF.
✓			B. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
✓			C. NDOR will conduct testing of radio/two-way when installed in chassis. NDOR will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment. Vendor shall be required to work with NDOR personnel to reduce interference level to a point acceptable to NDOR normal radio operating parameters. Vendor

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**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

			shall have 30 days to resolve RFI issue.
✓			D. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If NDOR and vendor cannot resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards compliance. Testing shall be done to SAE and/or ISO Standards which were current at date of bid. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.
✓			E. If after testing by NDOR and or accredited lab, the vendor is unable or unwilling to incur the cost and correct the RFI issue to the satisfaction of NDOR, <b>ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELLED.</b>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. MISCELLANEOUS
✓			A. All trucks shall be protected to 34 degrees below zero Fahrenheit by a permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection. Thermostat required as recommended for permanent-type antifreeze. Manufacturer's optional increased cooling capacity system, if available by manufacturer, must be furnished.
✓			B. Coolant recovery system required.
✓			C. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
✓			D. Manufacturer's standard equipment jack to comply with GVWR must be supplied. The standard complement of tools such as wheel lug wrench, and jack handle shall be provided, together with facilities for storage.
✓			E. Purchase orders issued from the resulting contract(s) may specify prospective delivery dates due to agency operational needs and budget; upon acceptance of purchase order Contractor agrees to abide by any such prospective delivery date.
✓			F. Non-Contract Items are items not listed on the contract, but may be needed by the ordering agency for their business needs to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line 'Non-Contract Item' line to the purchase order.
✓			G. Contractor can provide a link to price list for Non-Contract Items or catalog pricing for MSRP with corresponding discount from MSRP.
NOTES/COMMENTS:			
(6.E.) Delay delivery orders will be placed as late as possible, to reduce dealer Flex Plan Charges			

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	7. SUSTAINABILITY
✓			A. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. DELIVERY
✓			A. All vehicles shall be delivered FOB destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Trucks are to be road ready, fully equipped, serviced, and washed with a minimum of ¼ tank of gasoline in the tank. Trucks showing lack of proper dealer pre-delivery service shall be subject to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
✓			B. After the truck has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. <b>IMPORTANT</b> Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
✓			C. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
✓			D. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
✓			E. Invoices shall describe the truck, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
✓			F. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
✓			G. Trucks that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
✓			H. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.

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**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	9. WARRANTY
✓			A. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards or delayed warranty forms with manufacturer mailing information in order to properly activate said warranty.
	✓		B. A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of 5 years, 100,000 miles rust warranty is required. Indicate standard manufacturer's warranties. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different and noted if different than requested.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	10. SERVICE
✓			A. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
	✓		B. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
✓			C. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.
	✓		D. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

			the delivery of vehicle. <b>THERE WILL BE NO EXCEPTIONS!</b>
✓			E. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
✓			F. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
<b>NOTES/COMMENTS:</b>			

**STATE OF NEBRASKA PURCHASING BUREAU  
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**ATTACHMENT – Utility Body for Single Rear Wheel Chassis**

The chassis-cab with utility body shall be the latest current model under standard production at the time order is written. The units are to be equipped as regularly advertised and manufactured, complete and ready for satisfactory operation after installation, and shall comply with the following MINIMUM requirements. Descriptive literature and warranty should be supplied with Invitation to Bid and must be supplied before award if asked by Fleet Management.

YES	NO	NO & PROVIDE ALTERNATIVE	1. UTILITY BODY DIMENSIONS
✓			A. Approximate length of 96 to 98 inches.
✓			B. Width of about 78 inches.
✓			C. Approximate height of 40 inches in front and rear.
✓			D. Approximate floor width 48 inches.
✓			E. Must match Cab to Axle dimension of truck bid (either 56 or 60 inches).
✓			F. To include upcharge to 8 foot body.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. SCOPE
✓			A. Latest current model under standard production at time order is written.
✓			B. Units equipped as regularly advertised and manufactured.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. BUMPER
✓			A. Steel step type with hitch weldment and hole.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. SHELVES AND DIVIDERS
✓			A. All shelves and dividers are to be removable.

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**STATE OF NEBRASKA PURCHASING BUREAU  
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<input checked="" type="checkbox"/>			B. Front vertical compartments to have three shelves and minimum five dividers.
<input checked="" type="checkbox"/>			C. Horizontal compartments to have one shelf and minimum five dividers.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. PAINT AND COATING
<input checked="" type="checkbox"/>			A. Primer that is recommended for polyurethane final coat.
<input checked="" type="checkbox"/>			B. Color will be from manufacturer's standard colors of safety yellow or white.
<input checked="" type="checkbox"/>			C. All paint will be base coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	6. LIGHTS
<input checked="" type="checkbox"/>			A. Dual tail, stop and direction with back-up lights that are mounted on upper part of body (not bumper area).
<input checked="" type="checkbox"/>			B. Clearance lights or reflectors required.
<input checked="" type="checkbox"/>			C. All lights shall meet Federal requirements.
<input checked="" type="checkbox"/>			D. Holes in body for lights required.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	7. GENERAL
<input checked="" type="checkbox"/>			A. Fuel pipe adapter for fuel tank on chassis required.
<input checked="" type="checkbox"/>			B. Compartment doors to be weather tight with automotive type rubber seals.
<input checked="" type="checkbox"/>			C. Unit to be equipped with lid.
<input checked="" type="checkbox"/>			D. Upper structure to be zinc-coated steel.
<input checked="" type="checkbox"/>			E. Undercoating on underbody required.

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5365 OF Rebid 2017 ¾ Ton Extended Cab Diesel 4x4 4 Door Truck

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

<input checked="" type="checkbox"/>			F. Vendor to have installed or to install to meet all specifications.
<input checked="" type="checkbox"/>			G. Dealer's decals, stickers or other signs shall not be on units; manufacturer's nameplates, stampings and other similar signs are acceptable.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	8. WARRANTY
<input checked="" type="checkbox"/>			A. State Warranty on Utility Body.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	9. TRAILER TOW
<input checked="" type="checkbox"/>			A. Trailer tow package to include integrated brake controller, complete with all hardware including receiver hitch, minimum class 4 required. If factory installation is not available, dealer installation is acceptable. Please state towing capacity being furnished: _____
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	10. BID COMPLIANCE
<input checked="" type="checkbox"/>			A. Technical specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	11. MASTER AGREEMENT TERMS AND CONDITIONS
<input checked="" type="checkbox"/>			<p>A. The Master Agreement Terms and Conditions have been read and fully understood. Any exceptions with the Master Terms and Conditions have been written on the document or attached. The Master Agreement is signed and has been returned to State Purchasing Bureau before or with the first bid submitted.</p> <p>The Master Agreement Terms and Conditions is located at:  <a href="http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html">http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html</a></p>

**WARNING!! DO NOT BID BASE TRUCK WITH 39WT, XL, OR ST PACKAGE ON THIS SHEET!**  
 5365 OF Rebid 2017 ¾ Ton Extended Cab Diesel 4x4 4 Door Truck

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

			<p>Please note that the Master Agreement Terms and Conditions are required to be signed and submitted to the State Purchasing Bureau on or before the bidder submits their first bid for the 2017 Production Model Year. Once submitted for the 2017 Production Year, the Master Agreement Terms and Conditions are valid for every bid submitted for any category of vehicle during this cycle.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**WARNING!! DO NOT BID BASE TRUCK WITH 40WT, XL, OR ST PACKAGE ON THIS SHEET!**

5365 OF Rebid 2017 ¾ Ton Extended Cab Diesel 4x4 4 Door Truck

**COLOR & TRIM AVAILABILITY**

		Interior and Seat Color	
		Medium Earth Gray	Camel
XL	• HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only)	AS	—
	• Cloth 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only)	1S	—
	• Vinyl 40/Mini-Console/40 (Regular Cab only), manual lumbar (driver's side only)	1S	—
	• Cloth 40/Mini-Console/40, manual lumbar (driver's side only)	4S	—
XLT	• Cloth 40/20/40 split bench, 20% locking center under-seat storage, w/center armrest, cupholder and storage, four-way adjustable driver/passenger headrests, manual lumbar (driver's side only)	3S	3A
	• Cloth 40/Console/40; four-way adjustable driver/passenger headrests, manual lumbar (driver's side only); Flow-through Console with 110V/400W outlet in rear (SuperCab & Crew Cab only; 4x4 req. ESOF - 213)	2S	2A
EXTERIOR COLOR		Monotone	Availability
XL	Shadow Black	G1	•
	Caribou <sup>1</sup>	H5	•
	Magnetic <sup>1</sup>	J7	•
	Blue Jeans <sup>1</sup>	N1	•
	Race Red	PQ	•
	Ingot Silver <sup>1</sup>	UX	•
	Oxford White	Z1	•
XLT	Shadow Black	G1	•
	Caribou <sup>1</sup>	H5	•
	Bronze Fire <sup>1</sup>	H7	•
	Magnetic <sup>1</sup>	J7	•
	Blue Jeans	N1	•
	Race Red	PQ	•
495	Ruby Red Metallic Tinted Clearcoat	RR	•
	Ingot Silver <sup>1</sup>	UX	•
	White Gold <sup>1</sup>	GN	•
	Oxford White	Z1	•

NC  
NC  
NC  
NC  
NC  
NC  
495  
NC  
NC  
NC

<sup>1</sup> Metallic Paint

\* = New for this model year



**ADDENDUM ONE  
QUESTIONS and ANSWERS**

Date: August 25, 2016  
To: All Bidders  
From: Dianna Gilliland, Buyer  
AS Materiel State Purchasing Bureau  
RE: Addendum for Invitation to Bid Number 5364 OF Rebid, 5365 OF Rebid and 5366 OF Rebid  
to be opened September 21, 2016 at 2:00 p.m. Central Time

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No questions were received for ITB 5364 OF Rebid, 5365 OF Rebid and 5366 OF Rebid.

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.

# MASTER AGREEMENT TERMS AND CONDITIONS FOR 2017 OR CURRENT PRODUCTION YEAR VEHICLE BID SEASON

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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.

**Vehicle Platform Change:** A major model redesign.

**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 MASTER AGREEMENT TERMS AND CONDITIONS FOR THE 2017 OR CURRENT PRODUCTION YEAR VEHICLE BID SEASON**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), will be issuing twenty-eight (28) Invitation To Bids, for the purpose of selecting qualified Contractors to provide 2017 or Current Production Year vehicles.

During this bid period, SPB will be bidding approximately half of the vehicles with a one-year renewal option included; the remainder will have a contract period from date of award through August 31, 2017. The contracts with an end date of August 31, 2017 will be rebid in 2017 to include a one-year renewal option.

SPB will be requesting bids for the following:

¾ Ton Trucks – with one year renewal option,  
One Ton Trucks – with one year renewal option,  
Police – with one year renewal option,  
½ Ton Trucks – contract(s) will be issued through August 31, 2017,  
Sedans - contract(s) will be issued through August 31, 2017,  
Vans - contract(s) will be issued through August 31, 2017, and  
SUVs - contract(s) will be issued through August 31, 2017.

By signing this document, the Vendor agrees to the Master Agreement Terms and Conditions contained herein and upon contract award, these terms and conditions will become a part of the contract.

**ALL INFORMATION PERTINENT TO THE SPECIFIC INVITATIONS TO BID WILL BE FOUND ON THE INTERNET AT BIDDING TIME: <http://das.nebraska.gov/materiel/purchasing.html>**

**Master Agreement Terms and Conditions Explanation**

The Master Agreement Terms and Conditions will apply to all bids submitted for the 2017 Production Year cycle. Each bidder must complete and submit a single Master Agreement Terms and Conditions prior to submitting or with their first technical bid/ITB for 2017 Production Year Vehicle cycle.

## 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: Dianna Gilliland  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

### B. GENERAL INFORMATION

The Invitation To Bids (ITB) are released individually and designed to solicit bids from qualified vendors who will be responsible for providing 2017 or Current Production Year vehicles for the following groups: one ton trucks, ¾ ton trucks, ½ ton trucks, police, sedans, vans (passenger and cargo) and SUVs 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.

By signing and submitting the original Master Agreement Terms and Conditions, the vendor agrees to the State's general Master Agreement Terms and Conditions.

By signing and submitting an ITB(s) for technical bid, the vendor is responding to the technical submission.

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 the Invitation To Bids and the awarded bids, 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 contracts.

Fixed-price contracts will be awarded as a result of the Invitation to Bids.

### C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bids are issued until a determination is announced regarding the contract awards, 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 the Invitation To Bids. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in the ITBs.

Once Contractors are preliminarily selected, as documented in the intent to award notices, the Contractors are restricted from communicating with State staff until contracts are signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for the Invitation To Bids or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize any contracts.

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 the Invitation To Bids. The Buyer will issue any clarifications or opinions regarding the Invitation To Bids in writing.

### D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a Bidder regarding the meaning or interpretation of any Invitation To Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked with the ITB Number and the specific vehicle bid description. It is preferred that questions be sent via e-mail to [as.materiel purchasing@nebraska.gov](mailto:as.materiel purchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, and must include a cover sheet clearly indicating that the transmission is to the attention of Dianna Gilliland, showing the total number of pages transmitted, and clearly marked with the ITB Number and the specific vehicle bid description.

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bids reference and page number.

Written answers will be provided through addendums to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

<u>Question Number</u>	<u>ITB Section References</u>	<u>ITB Page Number</u>	<u>Question</u>

**E. SUBMISSION OF MASTER AGREEMENT TERMS AND CONDITIONS**

The Master Agreement Terms and Conditions must be completed and submitted before or with the first vehicle bid submitted. To facilitate the evaluation process, one (1) original of the entire Master Agreement Terms and Conditions should be submitted.

**F. SUBMISSION OF BIDS**

The following describes the requirements related to bid submissions, 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.

**G. IMPORTANT NOTICE LANGUAGE**

The completed Master Agreement Terms and Conditions should include the completed Form A, 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.

Once contracts are awarded they will be publically posted to the Nebraska State Purchasing website:  
[http://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](http://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php)

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING**

**H. DISCOUNTS**

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

- I. PRICE ADJUSTMENTS DURING CONTRACT TERM: ONLY FOR CONTRACTS WITH RENEWAL PERIOD**  
 The contract pricing will be held firm during the initial award period. At renewal time, if the vehicle has rolled to the next model year, a price adjustment may be requested no more than five percent (5%) of the previous price or the amount of increase for the Producer Price Index (PPI – Motor Vehicles, WPS1411), whichever is less.
- However, in the event of a major vehicle platform change, a price increase of more than five percent (5%) ~~3%~~ may be considered, with supporting documentation, including past and current dealer invoices on fleet models as bid.
- Any request for a price adjustment must be submitted in writing to the State Purchasing Bureau, a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause with supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.
- J. MODEL YEAR PAINT CHARTS**  
 When the vehicle is rolling to the next model year or when the contract is being renewed, the vendor shall provide an the current paint chart for the current model year.
- K. 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.
- L. 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.
- M. 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.
- N. ELECTRONIC DOCUMENTS/FACSMILIE 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.
- O. 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.

**P. 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.

**Q. 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).

**R. 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.

**S. 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.

**T. 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.

**U. EVALUATION OF BIDS**

All responses to the Invitation To Bids 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.

**V. 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.

**W. 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. The completed Master Agreement Terms and Conditions signed in ink, received by State Purchasing Bureau before or with the first vehicle bid submitted. Once submitted, the completed Master Agreement Terms and Conditions does not need to be re-submitted with each bid response for the 2017 Production year.

At each bid opening the following is required:

1. Invitation To Bid for Commodity Contract form, signed in ink; and
2. The completed Invitation To Bid document.

**X. 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.

**Y. 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.

**Z. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All Bidders should be authorized to transact business in the State of Nebraska. All Bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the Bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certification of registration. Further, all Bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

**AA. RESIDENT BIDDER**

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

**BB. 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.

The state may award to the most responsible bidder submitting the lowest base price, except the State reserves the right to split the award as follows:

1. Minimum of 70% to bidder with lowest base price.
2. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 10% of the lowest base price.
3. Lowest base price may be based on engine size/fuel type and/or life cycle cost.

(Cost of Vehicle) + ((80,000/EPA Estimated Highway MPG) x EIA Average Price Force\*) \*EIA Average Price for Midwest Region Regular Grade

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/>

**CC. POLITICAL SUB-DIVISIONS**

The Contractor may 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.

**DD. 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. MASTER AGREEMENT TERMS AND CONDITIONS**

By signing the Master Agreement Terms and Conditions for the 2017 or Current Production Year, the Bidder guarantees compliance with the provisions stated in this document, agrees to the Master Terms and Conditions unless otherwise agreed to, and certifies Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Master Terms and Conditions and provide a binding signature of intent to comply with the Master Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Master 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 Master Terms and Conditions may be cause for rejection of a Bidder's bid(s). Bidders must submit the Master Agreement Terms & Conditions completed in its entirety.

The State of Nebraska will be soliciting bids for the 2017 or Current Production Year. 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 Master Agreement Terms and Conditions and the 2017 or Current Production Year Vehicle ITBs 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 Master Agreement Terms and Conditions or resulting contract(s) the Bidder's clause shall be subordinate to the Master Agreement Terms and Conditions or resulting contract(s).

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PK			

The contracts resulting from the 2017 or Current Production Year Invitation To Bids 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. Completed Master Agreement Terms and Conditions, signed in ink (submitted once); and
6. 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) Master Agreement Terms and Conditions 5) Amendments to ITB and any Questions and Answers, 6) the original ITB document and any Addenda

Any ambiguity in any provision of the contracts 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:
OK			

The contractor, by signature to the Master Agreement Terms and Conditions and the 2017 or Current Production Year Invitation To Bids, 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:
OK			

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. PERFORMANCE AND DEFAULT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
OK			

The State reserves the right to require a performance bond from the successful Bidder, as provided by law, without expense to the State. Otherwise, in case of default of the Contractor, the State may procure the articles from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**E. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
OK			

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.

**F. 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.

**G. 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.

**H. 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.

**I. 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 the 2017 or Current Production Year Invitation To Bids 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.

**J. 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.

**K. 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.

**L. 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(s), 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 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. In no event shall the Contractor be paid for a loss of anticipated profit.

**M. 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.

**N. 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 the 2017 or Current Production Year Invitation To Bids or the vehicle 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.

**O. 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 the 2017 or Current Production Year Invitation To Bids, including any activity related to bidding on any of the Invitation To Bids.

**P. ERRORS AND OMISSIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>PK</i>			

The Bidder shall not take advantage of any errors and/or omissions in the 2017 or Current Production Year Invitation To Bids or resulting contracts. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

**Q. ASSIGNMENT BY THE STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>PK</i>			

The State shall have the right to assign or transfer the contract(s) 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.

**R. ASSIGNMENT BY THE CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>PK</i>			

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.

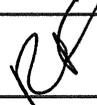
**S. GOVERNING LAW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>PK</i>			

The contract(s) 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 2017 or Current Production Year Invitation To Bids or any resultant contract(s) 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.

**T. ATTORNEY'S FEES**

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

			
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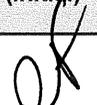
In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**U. ADVERTISING**

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

The Contractor agrees not to refer to the contract award(s) 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.

**V. 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 the technical bid and the buyer noted in Section II Part A., Procuring Office and Contact Person, of this Master Agreement Terms and Conditions and the 2017 or Current Production Year ITBs. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract(s), all notices under the contract(s) shall be deemed duly given upon delivery to the staff designated as the point of contact for this Master Agreement Terms and Conditions and the 2017 or Current Production Year ITBs, 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.

**W. 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 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 for those products received and accepted by the State.
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.

**X. BREACH BY CONTRACTOR**

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

The State may terminate the contract(s), in whole or in part, if the Contractor fails to perform its obligations under the contract(s) 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.

**Y. ASSURANCES BEFORE BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PK			

If any document or deliverable required pursuant to the contract(s) do not fulfill the requirements of the Intent To Bid/resulting contract(s), 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.

**Z. ACCEPTANCE AND PAYMENT OF GOODS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PK			

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.

**AA. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PK			

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.

**BB. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
PK			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

CC. 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.

DD. 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. 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.

EE. 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.

FF. 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.

GG. 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.

HH. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this bid, the bidder certifies, that it is the party making the foregoing bid and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

II. 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.

Prices quoted on the Invitation to Bid shall remain fixed from date of award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. destination as specified within a 200 mile radius of Lincoln. A drop shipment charge outside the 200 mile radius of Lincoln must be clearly noted on the Invitation to Bid.

The contract pricing will be held firm during the initial award period. At renewal time, if the vehicle has rolled to the next model year, a price adjustment may be requested. A price increase request of more than 5% will not be accepted.

However, in the event of a major vehicle change, a price increase of more than 5% may be considered, with supporting documentation.

The State will be given full proportionate benefit of any price decrease during the term of the contracts. 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 contracts, 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 contracts and all prices in addition, which the Contractor may charge under the terms of the contracts, 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 periods unless specifically allowed by these specifications.

**JJ. 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 contracts. 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 contracts 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 Master Agreement Terms and Conditions and the 2017 or Current Production Year Invitation To Bids, they may forfeit the contract(s) awarded to them or be disqualified from the selection process.

**KK. 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. SELF-INSURANCE**

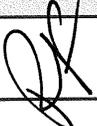
The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. 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.

**LL. 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 the contract(s) resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**MM. 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(s) terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

#### **IV. SCOPE OF WORK**

##### **A. SCOPE**

It is the intent of this Master Agreement Terms and Conditions and future bid invitations to establish contracts to supply 2017 or Current Production Year vehicles for the following groups:

¾ Ton Trucks – with one year renewal,  
One Ton Trucks – with one year renewal,  
Police – with one year renewal,  
½ Ton Trucks – contract(s) will be issued through August 31, 2017,  
Sedans - contract(s) will be issued through August 31, 2017,  
Vans - contract(s) will be issued through August 31, 2017, and  
SUVs - contract(s) will be issued through August 31, 2017.

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 2017 or Current Production Year vehicles for the following groups: one ton trucks, ¾ ton trucks, ½ ton trucks, police, sedans, vans (passenger and cargo) and SUVs.

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.

The One ton, ¾ ton and ½ ton trucks, complete with enclosed cabs, furnished under the respective specifications shall be the latest model standard production units, offered to the general trade, equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory. "Stripped" truck versions are specifically excluded.

Engine bores, main bearings, connecting rod bearings and wrist pins shall not exceed the manufacturer's established size tolerances.

All vehicles offered must meet or exceed the minimum specifications. It is intended the manufacturer will build the vehicle to specifications and the selling or servicing dealer will be required only to perform the normal pre-delivery service and no be required to modify, alter, exchange, assemble, install or paint various components to the specifications.

##### **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 periods, the State of Nebraska reserves the right to amend the contracts to include the new product.

##### **D. ACCEPTABLE MODELS**

All vehicles that meet or exceed the specifications may be bid at invitation time.

##### **E. ANNUAL USAGE**

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 contracts. Vendors shall not impose minimum order requirements.

Listed below are the approximate units to be purchased. These amounts are estimates only; and the actual quantity ordered will vary. These estimates are based on last year's contract usage for the State of Nebraska as a whole, including the vehicles purchased by political subdivisions of the State of Nebraska.

- A. Sedans – 170
- B. Van - 80
- C. Trucks – 346
- D. Police – 297
- E. SUV's – 64

An estimated 957 vehicles may be purchased from the State of Nebraska contracts for the 2017 production year.

**F. DELIVERY**

Between 9:00 AM and 3:00 PM, daily except Saturday, Sunday and holidays, AFTER SERVICING AND READY TO DRIVE, with not less than ¼ tank of gasoline. Deliveries desired prior to 120 days after receipt of order; quoted deliveries beyond 120 days are an award consideration. All deliveries shall be scheduled with agency representative.

Odometer mileage:

1. Within a 200-mile radius of Lincoln – less than 200 miles on odometer
2. Outside the 200-mile radius of Lincoln – less than 450 miles on odometer (Scottsbluff is 398 miles outside of Lincoln)

Vehicles will not be accepted if all paper work is not with the vehicle at time of delivery. Dealer still owns the vehicles until buyers sign all required paper work.

**G. MODEL YEAR ORDER CUT-OFF DATES: FOR THOSE CONTRACTS WITHOUT ONE YEAR RENEWAL OPTION**

Model Year Order Cut-Off is defined by State Purchasing Bureau (SPB) as the last day on which Contractor will accept a purchase order for an awarded model due to manufacturer production scheduling.

The vendor is to provide with their bid the model year cut-off date, if the date is available. If the date is not available at the time of bidding, the awarded vendor/Contractor and associated manufacturer should **immediately notify AS/Materiel Division, through the State Purchasing Bureau buyer once the date is available**. Failure to provide model year cut-off date information may result in **may result in a breach of contract**.

Send MODEL YEAR ORDER CUT-OFF DATES via email to:

Nebraska State Purchasing Bureau  
Dianna Gilliland, Buyer  
[Dianna.gilliland@nebraska.gov](mailto:Dianna.gilliland@nebraska.gov)

Model Year Order Cut-Off Dates will be shared by SPB with state agencies as an aid to planning agency purchases against the contract(s). The Model Year Order Cut-Off date does not change the awarded contract period and does not terminate the contract. The Contractor and Manufacturer have the option to offer the next model year vehicle that is acceptable under the terms and conditions of the contract award at the contracted price.

The contract period will be from date of award through AUGUST 31, 2017 or until the SPB Buyer terminates the contract. Upon receipt by SPB Buyer of the Model Year Order Cut-Off Dates, SPB may formally request the Contractor, upon Contractor's agreement, seek permission through the manufacturer to exercise the option of providing the next available model year as an equivalent product rollover through July 31, 2017 at the contracted price.

Absent such permission from the manufacturer, the State will cease to purchase from the contract and the contract will remain dormant or in suspension until final expiration date.

In the event that a manufacturer re-opens production lines or will resume accepting order for the model year awarded after a published Model Year Cut-Off Date, the State will resume purchasing against contract.

**H. ENVIRONMENTAL PROTECTION AGENCY (EPA) HIGHWAY MILEAGE**

Provide separate, when available, EPA highway mileage (Gas and E85) rates from the Fuel Economy Guide: [www.fueleconomy.gov](http://www.fueleconomy.gov)

**I. FACTORY INSTALLATION**

If manufacturer has requirements available from factory, then item must be FACTORY-INSTALLED; if factory installation is not available, then it must be noted as a dealer-installation and an alternative.

Trucks shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel systems, engine, and accessories, and to possess the capability of operating of lead-free gasoline and gasohol/ethanol.

All vehicles shall comply with all current provisions of the National Traffic and Motor Vehicles Safety Act, and applicable provisions of the USEPA Emissions Standards.

A separate bid is requested if the manufacturer is producing fuel-flexible E85 motor vehicles (units capable of operation on a fuel mixture of up to 85% Ethanol/15% Unleaded Gasoline without additional change or conversion). A SEPARATE CONTRACT MAY BE AWARDED.

**J. NON-CONTRACT ITEMS**

Items not listed on the contract, but may be needed by the ordering agency for their business needs, may add these items to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line "Non-Contract Item" line added to the purchase order.

**K. POTENTIAL RECALL OR MANUFACTURER INITIATED CUSTOMER SERVICE ACTION/NOTIFICATION REQUIREMENTS**

The vendor shall be responsible for accessing potential recall notices from the National Highway Traffic Safety Administration (NHTSA), as well as any manufacturer initiated customer service actions prior to delivering the vehicles to the state agency location. If a recall or customer service action is found for the vehicle being delivered to the state agency, the vendor should, to the best of their ability, complete the necessary action(s) prior to the delivery. If the vendor is unable to address the required recall or customer service action(s) prior to delivery, the contractor must inform the ordering state agency of the "open" recall or customer service action upon delivery. The vendor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.

**L. BID SIGNATURES**

Bids must be signed in ink by the bidder on the State of Nebraska's Contract Invitation to Bid form. FAILURE TO INCLUDE THIS FORM SIGNED IN INK WILL BE CAUSE FOR REJECTION OF THE CONTRACT INVITATION TO BID RESPONSE.

**M. CERTIFICATE OF TITLE**

Vendor shall provide a certificate of title for each vehicle purchased that is free and clear of any lien, security interest, or encumbrance of any kind. The vendor shall indemnify, defend, and hold harmless the State of Nebraska from any claim, litigation or loss to the certificate of title.

**V. INVITATION TO BID - GENERAL 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.

**A. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
/			1. Read all specifications carefully. Any and all exceptions to the 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.
/			2. 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.
/			3. 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).
NOTES/COMMENTS:			

**B. WITHDRAWAL OF BID**

YES	NO	NO & PROVIDE ALTERNATIVE	
/			1. The vendor is responsible for reviewing their bid(s) before submission for accuracy and completeness, to include price. The vendor may without penalty withdraw their bid within five (5) business days of bid opening by notifying the SPB Buyer in writing.
NOTES/COMMENTS:			

C. SUSTAINABILITY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. If any part or component of the vehicle bid contains recycled or bio-based materials(s), please list and provide detailed information on the environmental attributes.
NOTES/COMMENTS:			

D. MOTOR VEHICLE INDUSTRIES REGULATION ACT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. All Bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, § Chapter 60, Article 14 at time of bid. Bids will only be accepted from Bidders who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.  Nebraska Dealer License Number: <u>06577</u>
NOTES/COMMENTS:			

E. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. 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.
NOTES/COMMENTS:			

F. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The vendor shall, upon request by the State of Nebraska, provide an annual usage report for the contract(s) by state agencies, boards and commissions, including political sub-divisions of the State of Nebraska. Information will include contract number, agency or political sub-division name, units purchased and dollar amount. 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:			

G. DELIVERY AFTER RECEIPT OF ORDER

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. All vehicles shall be delivered FOB Destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with a minimum of ¼ tank of gasoline in the tank. Vehicles showing lack of proper dealer pre-delivery service shall be subjected to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
✓			2. After the truck has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. <b>IMPORTANT</b> Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
✓			3. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
✓			4. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
✓			5. Invoices shall describe the truck, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
✓			6. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
✓			7. Trucks that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
✓			8. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
NOTES/COMMENTS:			

H. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. Orders will be placed either by, phone, fax, 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.</p> <p>Once contracts are awarded, purchase orders issued by ordering agencies should include vehicle description, number of units ordering, shipping and billing location, agency delivery contact name and phone number and related information.</p>
✓			<p>2. Contractor is to provide manufacturer's order number to the purchasing agency or political sub-division within five (5) business days after the purchase order is received. Vehicle invoices or supporting documentation accompanying the invoices should include a hard copy, bar-coded version of the Vehicle Information Number (VIN) for each vehicle.</p>
NOTES/COMMENTS:			

I. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. 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 the bid invitations. 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.</p>
NOTES/COMMENTS:			

J. PRICES

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. Price quoted shall be unit price and shall be firm for the duration of the contract from date of an award and are to be net, including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified within a 200 mile radius. A drop shipment charge outside the 200 mile radius of Lincoln must be clearly noted on the ITB. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.</p> <p>Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.</p>

NOTES/COMMENTS:

**K. AUTHORIZED DEALER**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State Purchasing Bureau within three (3) days of the request and prior to the award of any contract.
NOTES/COMMENTS:			

**L. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards or delayed warranty forms with manufacturer mailing information in order to properly activate said warranty.
✓			2. A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of 5 years, 100,000 miles rust warranty is required. Indicate standard manufacturer's warranties. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different and noted if different than requested.
NOTES/COMMENTS:			

**M. SERVICE**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.

✓			2. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
✓			3. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.
✓			4. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!
✓			5. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
✓			6. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
<b>NOTES/COMMENTS:</b>			

**N. SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.
<b>NOTES/COMMENTS:</b>			

**O. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
	✓		<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p>

	✓		<p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p><b>b.</b> If the Bidder 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.</p> <p><b>c.</b> The Bidder 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.</p>
	✓		<b>2.</b> Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).
	✓		<b>3.</b> Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
✓			<b>4.</b> Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
<b>NOTES/COMMENTS:</b>			

**P. INDIVIDUAL VEHICLE TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	1. INDIVIDUAL VEHICLE TECHNICAL SPECIFICATIONS
✓			1. Vehicle technical specifications will be attached to each individual Invitation to Bid (ITB). It is the bidder's responsibility to make sure all ITB's submitted are complete.
<b>NOTES/COMMENTS:</b>			

**Form A  
Bidder Contact Sheet  
Master Agreement Terms and Conditions**

Form A should be completed and submitted with the Master Terms and Conditions. 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:	Sid Dillon Ford
Bidder Address:	305 2 <sup>nd</sup> Street Ceresco NE 68017
Contact Person & Title:	Ron Fullerton - Fleet Manager
E-mail Address:	ron.fullerton@siddillon.com
Telephone Number (Office):	402-540-7578
Telephone Number (Cellular):	402-540-7578
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:	Sid Dillon Ford
Bidder Address:	305 2 <sup>nd</sup> Street Ceresco NE 68017
Contact Person & Title:	Ron Fullerton - Fleet Manager
E-mail Address:	ron.fullerton@siddillon.com
Telephone Number (Office):	402-540-7578
Telephone Number (Cellular):	402-540-7578
Fax Number:	

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Pete Ricketts, Governor

## ADDENDUM ONE QUESTIONS and ANSWERS

Date: August 25, 2016

To: All Bidders

From: Dianna Gilliland, Buyer  
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5364 OF Rebid, 5365 OF Rebid and 5366 OF Rebid  
to be opened September 21, 2016 at 2:00 p.m. Central Time

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No questions were received for ITB 5364 OF Rebid, 5365 OF Rebid and 5366 OF Rebid.

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.

Pete Ricketts, Governor

August 17, 2016

Dear Prospective Bidder:

The State of Nebraska Purchasing Bureau is issuing the following Invitation to Bid (ITB):

ITB Number/Commodity: 5364 OF Rebid ¾ Ton Regular Cab Diesel 4x4 Truck  
5365 OF Rebid ¾ Ton Extended Cab Diesel 4x4 4 Door Truck  
5366 OF Rebid ¾ Ton Crew Cab Diesel 4x4 Door Truck  
Opening Date: September 21, 2016; 2:00 p.m. Central Time  
Buyer: Dianna Gilliland

Copies of 5364 OF Rebid, 5365 OF Rebid and 5366 OF Rebid and all information relevant to this ITB to include addenda and/or amendments may be obtained from the State Purchasing Bureau web site at:

<http://das.nebraska.gov/materiel/purchasing.html>

**It is the responsibility of the bidder to check this site for other pertinent information and any mandatory requirements. All information relevant to this ITB, to include addenda and/or amendments that may be issued prior to the opening date, will be posted to the website.**

ITB responses must be in a sealed envelope that indicates the ITB Number and Opening Date. Sealed responses must be received in the State Purchasing Bureau on or before September 21, 2016; 2:00 p.m. Central Time, at which time responses will be publicly opened. ITB response must be sent to:

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

Any problems accessing the website regarding the above ITB should be e-mailed or faxed to the State Purchasing Bureau at [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) or 402-471-2089.

Sincerely,



Dianna Gilliland, Buyer  
State Purchasing Bureau

# 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	08/17/16	Page	1 of 15
Solicitation Number	5365 OF REBID		
Opening Date and Time	09/21/16	2:00 pm	
Buyer	DIANNA GILLILAND (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 2017 OR CURRENT PRODUCTION YEAR 3/4 TON EXTENDED CAB DIESEL 4X4 4 DOOR TRUCK to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) 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.

**REBID! CONTAINS NEW INFORMATION. PREVIOUS ITB IS VOIDED.**

(fc 08/12/16)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	<b>3/4 TON EXTENDED CAB DIESEL 4 DOOR 4X4 TRUCK</b> 2017 or Current Production Year 3/4 Ton Extended Cab Diesel 4x4 4 Door Truck	1.0000	EA		
WARNING! DO NOT BID WORK TRUCK FROM THIS INVITATION TO BID!					
Minimum Wheelbase: 140"					
Minimum Engine Size: 5.9L V8					

### 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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# 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

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<b>Opening Date and Time</b>	09/21/16	2:00 pm	
<b>Buyer</b>	DIANNA GILLILAND (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
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## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
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Minimum Tire Size: 16" Goodyear Wrangler MT/R or equivalent off road tires  
Minimum GVWR: 8,600

Make: \_\_\_\_\_

Model: \_\_\_\_\_

GVWR: \_\_\_\_\_

Series, Code, Trim Level: \_\_\_\_\_

Engine: \_\_\_\_\_

Transmission No. /Gear Ratio No.: \_\_\_\_\_

EPA: \_\_\_\_\_

Delivery time after receipt of order (number/days): \_\_\_\_\_

MSRP as bid: \_\_\_\_\_

The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

Disregard the Qty and Unit of Measure on the Invitation to Bid.

Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.

<b>2</b>	<b>E85 3/4 TON EXTENDED CAB</b>	<b>1.0000</b>	<b>EA</b>	_____	_____
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4 DOOR 4X4 TRUCK

2017 or Current Production Year E85 3/4 Ton Extended Cab 4x4 4 Door Truck

**WARNING! DO NOT BID WORK TRUCK FROM THIS INVITATION TO BID!**

A separate bid is requested if the manufacturer is producing alternative fuel motor vehicles. A SEPARATE CONTRACT MAY BE AWARDED.

E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)

Engine: \_\_\_\_\_

84

Transmission No. /Gear Ratio No.: \_\_\_\_\_

# State of Nebraska - INVITATION TO BID CONTRACT

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Telephone: 402-471-6500  
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<b>Date</b>	08/17/16	<b>Page</b>	3 of 15
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<b>Buyer</b>	DIANNA GILLILAND (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure
------	-------------	----------	-----------------

Make: \_\_\_\_\_

Model: \_\_\_\_\_

GVWR: \_\_\_\_\_

Series, Code, Trim Level: \_\_\_\_\_

EPA: \_\_\_\_\_

Delivery time after receipt of order (number/days): \_\_\_\_\_

MSRP as bid: \_\_\_\_\_

The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

Disregard the Qty and Unit of Measure on the Invitation to Bid.

Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.

### OPTIONS

THE OPTIONS SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS THAT ARE EXCEPTIONS TO SPECIFICATION AND MUST BE FACTORY INSTALLED. QUOTES MUST BE FURNISHED IF AVAILABLE FOR ITEMS LISTED BELOW, IF NOT INCLUDED AS STANDARD EQUIPMENT OR REQUIRED IN MAIN PART OF THIS SPECIFICATION.

ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED. (EXAMPLE: UNITS ORDERED WITH AIRBAGS MAY NOT BE AVAILABLE WITH A TILT WHEEL AND AUTOMATIC SPEED CONTROL)

<b>3</b>	<b>ENGINE (OTHER GAS)</b>	<b>1.0000</b>	<b>EA</b>
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UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: \_\_\_\_\_

STATE ENGINE SIZE: \_\_\_\_\_

UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: \_\_\_\_\_

STATE ENGINE SIZE: \_\_\_\_\_

85

<b>4</b>	<b>ENGINE (OTHER GAS) #2</b>	<b>1.0000</b>	<b>EA</b>
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# State of Nebraska - INVITATION TO BID CONTRACT

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Fax: 402-471-2089

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Buyer	DIANNA GILLILAND (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	SPECIFY ENGINE SIZE: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
	SPECIFY ENGINE SIZE: _____		
5	<b>ENGINE (OTHER DIESEL), INCLUDING BLOCK HEATER, FACTORY OR DEALER INSTALLED.</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	IF DEALER INSTALLED, SUPPLY MANUFACTURER: _____		
	MODEL: _____		
	WARRANTY: _____		
	SPECIFY ENGINE SIZE: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
	IF DEALER INSTALLED, SUPPLY MANUFACTURER: _____		
	MODEL: _____		
	WARRANTY: _____		
	SPECIFY ENGINE SIZE: _____		
6	<b>AUTOMATIC TO MANUAL FOUR-SPEED TRANSMISSION (DEDUCT)</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: ( _____ )		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: ( _____ )		
7	<b>FOG LIGHTS</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE <del>86</del> _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		

# State of Nebraska - INVITATION TO BID CONTRACT

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**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
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FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure
8	<b>ELECTRONIC SHIFT 4 WHEEL DRIVE SYSTEM</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
9	<b>40-20-40 OR 60-40 BENCH SEAT W/VINYL (DEDUCT)</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: ( _____ )		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: ( _____ )		
10	<b>40-20-40 OR 60-40 BENCH SEAT WITH DRIVER 6 WAY POWER CONTROLLED SEAT, IF AVAILABLE FROM MANUFACTURER.</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
11	<b>BUCKET TYPE SEATS CLOTH W/VINYL TRIM</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
12	<b>REAR SEAT (DEDUCT)</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: ( _____ )		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: ( _____ )		
13	<b>TWO ELECTRIC REMOTE CONTROLLED OUTSIDE MIRRORS, SWING AWAY TYPE 6" X 9" (DEDUCT)</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: ( _____ )		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <sup>87</sup> ( _____ )		
14	<b>CAMPER TYPE MIRRORS, EXTENDED</b>	<b>1.0000</b>	<b>EA</b>

# State of Nebraska - INVITATION TO BID CONTRACT

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<b>Buyer</b>	DIANNA GILLILAND (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure
	ARM, MIN, 7" X 10" (DEDUCT)		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: (_____)		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: (_____)		
<b>15</b>	<b>RIGHT AND LEFT TELESCOPIC MIRRORS, MINIMUM 6" X 8"</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
<b>16</b>	<b>SECOND POWER OUTLET</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
<b>17</b>	<b>CARGO LIGHT</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
<b>18</b>	<b>KEYLESS REMOTE ENTRY LOCKING SYSTEM (DEDUCT)</b>	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: (_____)		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: (_____)		
<b>19</b>	<b>STANDARD PAINT</b> ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
<b>20</b>	<b>FOR DEPARTMENT OF ROADS USE</b> YELLOW COLOR OF: DODGE #PL1 FORD #84S53, CHEVROLET/GMC #WA-253A CODE (9W3) WITH NO MINIMUM ORDER REQUIRED.	<b>1.0000</b>	<b>EA</b>
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		

# State of Nebraska - INVITATION TO BID CONTRACT

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1526 K Street, Suite 130  
Lincoln, Nebraska 68508

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Fax: 402-471-2089

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Buyer	DIANNA GILLILAND (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
21	<b>EXTRA COST PAINT</b> ATTACH LIST AND IDENTIFY AS EXTRA COST PAINTS	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
22	<b>TWO WHEEL DRIVE MODEL</b> (TO INCLUDE ALL SEASON TIRES) (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: ( _____ )		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: ( _____ )		
23	<b>HD RUBBERIZED SPRAY IN BED</b> LINER (LINEX, RHINO OR EQUIVALENT)	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	STATE MANUFACTURER: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
	STATE MANUFACTURER: _____		
24	<b>INCREASED PICKUP BOX LENGTH OF</b> APPROXIMATELY 8 FEET WITH CORRESPONDING WHEELBASE.	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	STATE WHEELBASE: _____		
	STATE DIMENSIONS OF BOX BID: LENGTH, WIDTH, AND WIDTH BETWEEN WHEEL WELLS: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: <sup>89</sup> _____		
	STATE WHEELBASE: _____		

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Line	Description	Quantity	Unit of Measure
	STATE DIMENSIONS OF BOX BID: LENGTH, WIDTH, AND WIDTH BETWEEN WHEEL WELLS: _____		
25	<b>SNOW PLOW ATTACHMENT OF PICKUP MANUFACTURERS</b> (WESTERN, BOSS AND MEYER BRANDS WITH POWER ANGLING, 8-FOOT BOLT ON BLADE, PLOW HEAD AND TURN LIGHTS, SNOW DEFLECTOR, BLADE MARKERS) TO INCLUDE SNOW PLOW PREP PACKAGE.  UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____ SPECIFY SNOW PLOW PACKAGE MANUFACTURER AND DETAILS: _____ UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____ SPECIFY SNOW PLOW PACKAGE MANUFACTURER AND DETAILS: _____	1.0000	EA
26	<b>SNOW PLOW PREP PACKAGE</b> MINUS SNOW PLOW BLADE.  UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____ SPECIFY SNOW PLOW PACKAGE MANUFACTURER AND DETAILS: _____ UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____ SPECIFY SNOW PLOW PACKAGE MANUFACTURER AND DETAILS: _____	1.0000	EA
27	<b>SLIDING REAR-VISION WINDOW</b>  UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____ UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____	1.0000	EA
28	<b>CHASSIS WITH EIGHT FOOT (8')</b> UTILITY BODY FOR SINGLE WHEEL TO INCLUDE COSTS OF 8 FOOT PICKUP LENGTH. SEE ATTACHMENT  UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____ STATE MAKE AND MODEL: _____ UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____ STATE MAKE AND MODEL: _____	1.0000	EA

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## INVITATION

Line	Description	Quantity	Unit of Measure
29	<b>COLOR OF UTILITY BODY TO MATCH MANUFACTURER COLOR CHARTS</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
30	<b>NO LID ON UTILITY BODY (DEDUCT)</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: ( _____ )		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: ( _____ )		
31	<b>DEDUCTION FOR MINIMUM 7,200 POUND GVWR FOR BASIC UNIT WITH LT225/75R16D TIRES, REAR SPRINGS OF MINIMUM 4,500 POUNDS, 60-AMP ALTERNATOR, 500 CCA BATTERY AND MINIMUM 4.3L GASOLINE ENGINE.</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: ( _____ )		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: ( _____ )		
32	<b>ELECTRONIC COMPASS/TEMPERATURE DISPLAY SYSTEM (DEDUCT)</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: ( _____ )		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: ( _____ )		
33	<b>REARVIEW CAMERA DEALER OR FACTORY INSTALLED</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
34	<b>TAILGATE STEP DEALER OR FACTORY INSTALLED</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		

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Line	Description	Quantity	Unit of Measure
35	<b>DUAL ALTERNATORS</b> DEALER OR FACTORY INSTALLED	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
36	<b>SEAT LUMBAR SUPPORT</b> LUMBAR SUPPORT IN SEATS IF NOT STANDARD EQUIPMENT	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
37	<b>PROTECTIVE VINYL SIDE MOLDINGS</b> DEALER INSTALLED IF NOT STANDARD EQUIPMENT	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
38	<b>SERVICE REPAIR MANUAL</b> EQUIPMENT AND ENGINE	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	STATE TYPE OF SERVICE REPAIR MANUAL AVAILABLE: PAPER COPY, CD ROM OR ONLINE: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
	STATE TYPE OF SERVICE REPAIR MANUAL AVAILABLE: PAPER COPY, CD ROM OR ONLINE: _____		
39	<b>PARTS MANUAL</b> EQUIPMENT AND ENGINE	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	STATE TYPE OF PARTS MANUAL AVAILABLE: PAPER COPY, CD ROM OR ONLINE: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		

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## INVITATION

Line	Description	Quantity	Unit of Measure
	STATE TYPE OF PARTS MANUAL AVAILABLE: PAPER COPY, CD ROM OR ONLINE: _____		
40	<b>ADDITIONAL COSTS FOR WARRANTIES FROM MANUFACTURER</b>	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	STATE YEARS AND MILES: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
	STATE YEARS AND MILES: _____		
41	<b>DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA</b>	1.0000	\$
	ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
42	<b>FACTORY OR DEALER DISCONNECT OF DAYLIGHT RUNNING LIGHTS IF FACTORY EQUIPPED</b>	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
43	<b>DISCONNECT OF FACTORY DOME LIGHT OR COURTESY LAMPS</b>	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
44	<b>DOME LIGHT OR COURTESY LAMP</b>	93 1.0000	EA
	TO BE CENTERED NOT MORE THAN APPROXIMATELY 4" TO 8" FROM THE TOP OF THE WINDSHIELD TO LIGHT THE DRIVERS AREA. CONTROLLED BY ROTATING HEADLAMP SWITCH TO MAXIMUM POSITION OR		

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Line	Description	Quantity	Unit of Measure
	BY A SEPARATE SWITCH. THIS MAY REQUIRE ADDING AN ADDITIONAL LIGHT. DEALER INSTALLATION IS ACCEPTABLE IF NTO AVAILABLE FROM THE FACTORY.		
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
45	<b>AUXILIARY BATTERY</b> LARGEST AVAILABLE BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE.	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	INDICATE CCA: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
	INDICATE CCA: _____		
46	<b>ALTERNATOR WITH HIGHEST OUTPUT AVAILABLE</b>	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	INDICATE AMPS: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
	INDICATE AMPS: _____		
47	<b>REVERSE SENSING ALARM SYSTEM</b> DEALER INSTALLATION IS ACCEPTABLE IF NOT AVAILABLE FROM THE MANUFACTURER.	1.0000	EA
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		

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## INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
48	<b>ALTERNATING HEADLIGHT FLASHER</b> WIG-WAG MODULE WITH FLASHER OVERRIDE FOR OPTIONAL OVERRIDE AT NIGHT INSTALLED WITH ACTIVATION LEAD TAGGED AS SUCH AND TERMINATING IN OR NEAR THE PASSENGER COMPARTMENT.  LAW ENFORCEMENT ONLY	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
49	<b>VERTICAL MOUNTED TWO (2)</b> CLEAR/WHITE LED MODULES MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE.  LAW ENFORCEMENT ONLY	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
50	<b>TWO (2) CLEAR/WHITE LED MODULE</b> MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE.  LAW ENFORCEMENT ONLY	1.0000	EA
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
51	<b>100 WATT SIREN SPEAKER</b> INSTALLED BEHIND FRONT GRILL WITH VEHICLE SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT.  LAW ENFORCEMENT ONLY	1.0000	EA

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## INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
<b>52</b>	<b>PRO-GARD X PUSH BUMPER</b> WITH INSTALLATION ON FRONT OF VEHICLE	<b>1.0000</b>	<b>EA</b>
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
<b>53</b>	<b>SETINA PB 400 PUSH BUMPER</b> WITH INSTALLATION ON FRONT OF VEHICLE	<b>1.0000</b>	<b>EA</b>
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
<b>54</b>	<b>BLUETOOTH</b> HANDS FREE WIRELESS NETWORK TO MAKE AND RECEIVE PHONE CALLS ENABLED BY A PUSH BUTTON OR BY VOICE COMMAND	<b>1.0000</b>	<b>EA</b>
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		
<b>55</b>	<b>ROOF MOUNTED ANTENNA</b> LOCATION TO BE DETERMINED BY BUYER TO DEALER/OUTFITTER. LOCATED TEN (10) INCHES FORWARD FROM THE REAR OF CAB BY TWELVE (12) INCHES LEFT FROM ROOF CENTER LINE. NMO MOUNT WITH RG58 CABLE RAN INTO REAR SEATING AREA.	<b>1.0000</b>	<b>EA</b>
	LAW ENFORCEMENT ONLY		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: _____		

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**DESTINATION OF GOODS**  
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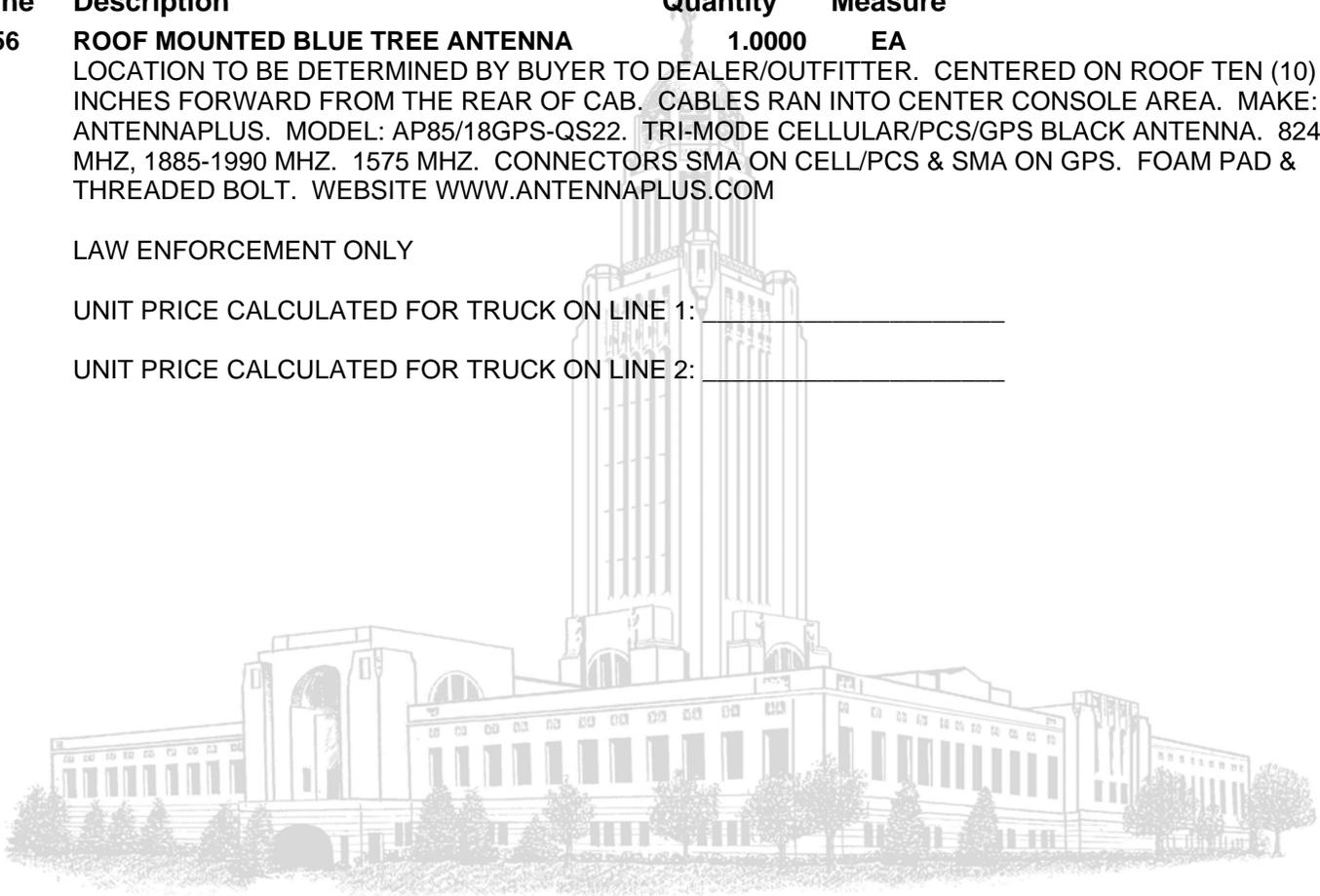
## INVITATION

Line	Description	Quantity	Unit of Measure
56	<b>ROOF MOUNTED BLUE TREE ANTENNA</b> LOCATION TO BE DETERMINED BY BUYER TO DEALER/OUTFITTER. CENTERED ON ROOF TEN (10) INCHES FORWARD FROM THE REAR OF CAB. CABLES RAN INTO CENTER CONSOLE AREA. MAKE: ANTENNAPLUS. MODEL: AP85/18GPS-QS22. TRI-MODE CELLULAR/PCS/GPS BLACK ANTENNA. 824-896 MHZ, 1885-1990 MHZ. 1575 MHZ. CONNECTORS SMA ON CELL/PCS & SMA ON GPS. FOAM PAD & THREADED BOLT. WEBSITE WWW.ANTENNAPLUS.COM	1.0000	EA

LAW ENFORCEMENT ONLY

UNIT PRICE CALCULATED FOR TRUCK ON LINE 1: \_\_\_\_\_

UNIT PRICE CALCULATED FOR TRUCK ON LINE 2: \_\_\_\_\_



**STATE OF NEBRASKA PURCHASING BUREAU  
SCHEDULE OF EVENTS**

**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
Release Invitation to Bid	August 17, 2016
Last Day to Submit Written Questions	August 24, 2016
State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html">http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html</a>	August 25, 2016
Bid Opening Location: Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 21, 2016 2:00 p.m. Central Time

**WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5365 OF Rebid; ¾ TON EXTENDED CAB DIESEL 4x4 4 DOOR TRUCK Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Dianna Gilliland, showing the total number of pages transmitted, and clearly marked "ITB Number 5365 OF Rebid; ¾ TON EXTENDED CAB DIESEL 4x4 4 DOOR TRUCK Questions".

**Written answers will be provided through an addendum to be posted on the internet at [http://das.nebraska.gov/materiel/purchase\\_bureau/vendor/vehicle-itb.html](http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html) on or before the date shown in the Schedule of Events.**

**The Master Agreement Terms and Conditions apply to this Invitation to Bid.**

**STATE OF NEBRASKA PURCHASING BUREAU  
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. A “YES” response means the bidder guarantees they can meet this condition. A “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 vendor’s alternative is an acceptable alternative.**

All items listed below are required. If there is a No, a detailed alternative explanation must be provided.

YES	NO	NO & PROVIDE ALTERNATIVE	1. CAB AND BODY
			A. Color: Cab, Body and fenders will be selected from manufacturer’s standard colors. However, yellow color must be available to the Department of Roads. (NOTE: attached color charts shall be considered manufacturer colors with no extra charge unless specified on color chart in the options). All paint will be base coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.
			B. Cab and Body: Fully enclosed safety type cab. The truck box shall not be less than 72 inches long by 61 inches wide (inside dimensions) and be of double sidewall construction. Minimum 50 inches wide between wheel wells. “STYLESIDE,” “FLEETSIDE,” “SWEPTLINE” BODY will be required. State Dimensions of box bid: _____” length, _____” width, _____” width between wheel wells.
			C. Glass: Approved tinted safety glass shall be required in all doors, windows, and windshields.
			D. Headliner: Fully insulated headliner required, if available from manufacturer.
			E. Insulation: Standard production heat and sound insulation to be provided. Body and interior finished to exclude excessive noise and weather.
			F. Seats: The 40-20-40 or 60-40 style seat and fold down center console to be furnished. Back must be manufacturer’s heavy duty, optional, maximum depth foam rubber, with heavy-duty cloth covering. Head restraints or high backs for outboard seats required.
			G. Arm Rests: Required on both left and right-hand sides of each front seat. Fold down center console and door armrests to be furnished.
			H. Automatic Speed Control: Required.
			I. Sun Visors: Dual, padded.
			J. Floor Covering: Rubber matting type, if factory available. Trucks shall be delivered with factory floor mats front and rear required. If unavailable, manufacturer accessory floor mats (through dealer parts room) are acceptable.
			K. Rearview Mirror: Interior, adjustable, rear vision mirror of day or night selector type (non-glare). Two outside electric rear vision mirrors, right and left, adjustable, minimum 6 inches by 9 inches; swing away type preferred.

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

			L. Frame: (Three-Quarter Ton Extended Cab Four Door 4x4 Truck) Section modules rated at not less than 3.88, with 36,000 PSI yield strength steel or as recommended by manufacturer for trucks.
			M. Air Conditioner: Best grade factory installed air-conditioning, manually controlled, to include all items normally included in the factory package.
			N. Fenders and Bumpers: Manufacturer's standard fenders front and rear. Manufacturer's front bumper and step-type, rear bumper required.
			O. Fuel Tank: Largest available size. Skid plates if available from manufacturer, may be dealer installed. Please state size: Diesel: _____ Gasoline: _____
			P. Seat Belts: Lap/Shoulder seat belts with automatic retractors for outboard seating; middle seat belt, preferably with retractors.
			Q. Power Outlet: Required.
			R. Windshield Wipers: Electrically operated, multiple speeds, manually controlled with electric windshield washer with jets to each wiper blade and with intermittent or delay capability. All factory installed.
			S. Heater: A fresh air type heater with dual defroster tubes to windshield shall be installed.
			T. Lights: Halogen high beam headlights with low beam; parking, dome, tail, backup, and stop lights; front and rear directional turn signals with self-canceling control on steering column. Daytime running lights required if factory available.
			U. Controls and Instruments: Key locking ignition switch; head, parking and dome light switches, headlight beam control; speedometer; charge indicator; fuel gauge; oil pressure indicator; engine temperature indicator; high beam indicator light; traffic hazard switch; flashing turn indicator lights. In cab hood release. Integrated brake controller.
			V. Radio: Manufacturer's standard AM/FM Stereo radio with clock.
			W. Bluetooth: Hands free wireless network to make and receive phone calls enabled by a push button or by voice command if available from manufacturer.
			X. Locks: Manufacturer's keyless remote entry power locking system two remote entry key fobs and three (3) sets of keys per truck, required if available from manufacturer.
			Y. Windows: Electric power windows required.
			Z. Airbag: Driver and passenger sides, required.
			AA. Trailer Towing Package: To include integrated brake controller, Complete with all hardware including receiver hitch minimum class 4. Please state towing capacity being furnished: _____
			BB. Electronic compass/temp display required if available from manufacturer.
<b>NOTES/COMMENTS:</b>			

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YES	NO	NO & PROVIDE ALTERNATIVE	2. ENGINE AND DRIVE TRAIN
			A. Engine: Minimum standards as stated in the specifications.
			B. Engine will have 110 volt AC engine block coolant heater, with Male receptacle with cover that is sturdily mounted. (Diesel Engine only)
			C. Cold starting aid (Diesel Engine only).
			D. Transmission: Manufacturer's minimum four speed, automatic transmission. Require auxiliary or heavy-duty oil cooler for the automatic transmission. A two-speed transfer case is required. Skid plate(s) for the transfer case shall be furnished if offered by the manufacturer.
			E. Air Cleaner: Dry type.
			F. Oil Filter: Full flow throwaway type.
			G. Thermostat: Required as recommended for permanent-type antifreeze.
			H. Radiator: Coolant recovery system required.
			I. Axle Ratio: Ratio to be recommended by manufacturer.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	3. SUSPENSION AND RUNNING GEAR
			A. Wheelbase: Minimum standards as stated in the specifications.
			B. Steering: Manufacturer's recommended power steering.
			C. Steering Wheel: Regular production model or approved deluxe wheel. Tilt steering wheel required.
			D. Shock Absorbers: Heavy-duty double action type front and rear.
			E. Axle and springs: Manufacturer's independent front suspension and single speed hypoid rear axle, all with spring sizes and axle sizes recommended to meet GVWR. The axle gear ratios shall be the same in the front and rear axles. Front stabilizer bar is required.
			F. Brakes: Power service brakes; disc/drum or disc/disc shall have a minimum 11 inch rotor, drum shall be minimum 11 inch by 2 inch. Parking brakes on rear wheel or drive line. Brakes shall be anti-lock type on all four wheels.
			G. Wheels: Five, minimum 16 inch steel; spare carrier; four hubcaps or center covers with lug protectors per unit. Wheels must be one piece, drop center type.
			H. Suspension: Must be designed to handle passenger and cargo requirements.

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			I. Tires: To be equipped with five full-sized black wall, tubeless, all terrain steel-belted radial (i.e. Goodyear Wrangler MT/R or equivalent off road tire) tires on rims, factory installed and of regular production, minimum 16" (refer to page 1 of these specifications) as recommended by the manufacturer. Spare tire and wheel shall match service tires and wheels; spare can be steel. Tires to comply with manufacturer's GVWR. Tires should have a 50,000-mile tire rating. Tires to be manufactured and labeled by a major manufacturer and installed by factory.
			J. Differential: Limited slip, anti-spin or electronic locking type required. Specify Type:_____
			K. Tow hooks required.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ELECTRICAL SYSTEM
			A. Ignition System: 12-volt, solid state. Must be equipped with high tension, radio frequency shielded, ignition wiring. The vehicle shall be compatible with use of installed mobile radio.
			B. Battery: Two twelve-volt batteries which deliver a total of at least 1000 cold cranking amps. (Diesel engine only)
			C. Alternator: Highest output available from factory. Please state output: _____
			D. Bonding and Grounding: All components of the vehicle necessary to prevent interference with reception of low band two-way radio installed in the vehicle shall be adequately bonded and grounded.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. RADIO FREQUENCY SHIELDING – Caution!!
			A. The chassis and/or installed components and equipment shall be compatible with use of NDOR mobile and/or two-way communication devices. Main communication radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply including low band, high band, UHF and VHF.
			B. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
			C. NDOR will conduct testing of radio/two-way when installed in chassis. NDOR will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment. Vendor shall be required to work with NDOR personnel to reduce interference level to a point acceptable to NDOR normal radio operating parameters. Vendor

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			shall have 30 days to resolve RFI issue.
			D. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If NDOR and vendor cannot resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards compliance. Testing shall be done to SAE and/or ISO Standards which were current at date of bid. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.
			E. If after testing by NDOR and or accredited lab, the vendor is unable or unwilling to incur the cost and correct the RFI issue to the satisfaction of NDOR, <b>ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELLED.</b>
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	6. MISCELLANEOUS
			A. All trucks shall be protected to 34 degrees below zero Fahrenheit by a permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection. Thermostat required as recommended for permanent-type antifreeze. Manufacturer's optional increased cooling capacity system, if available by manufacturer, must be furnished.
			B. Coolant recovery system required.
			C. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
			D. Manufacturer's standard equipment jack to comply with GVWR must be supplied. The standard complement of tools such as wheel lug wrench, and jack handle shall be provided, together with facilities for storage.
			E. Purchase orders issued from the resulting contract(s) may specify prospective delivery dates due to agency operational needs and budget; upon acceptance of purchase order Contractor agrees to abide by any such prospective delivery date.
			F. Non-Contract Items are items not listed on the contract, but may be needed by the ordering agency for their business needs to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line 'Non-Contract Item' line to the purchase order.
			G. Contractor can provide a link to price list for Non-Contract Items or catalog pricing for MSRP with corresponding discount from MSRP.
<b>NOTES/COMMENTS:</b>			

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YES	NO	NO & PROVIDE ALTERNATIVE	7. SUSTAINABILITY
			A. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. DELIVERY
			A. All vehicles shall be delivered FOB destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Trucks are to be road ready, fully equipped, serviced, and washed with a minimum of ¼ tank of gasoline in the tank. Trucks showing lack of proper dealer pre-delivery service shall be subject to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
			B. After the truck has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. IMPORTANT Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
			C. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
			D. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
			E. Invoices shall describe the truck, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
			F. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
			G. Trucks that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
			H. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.

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<b>NOTES/COMMENTS:</b>
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YES	NO	NO & PROVIDE ALTERNATIVE	9. WARRANTY
			A. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards or delayed warranty forms with manufacturer mailing information in order to properly activate said warranty.
			B. A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of 5 years, 100,000 miles rust warranty is required. Indicate standard manufacturer's warranties. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different and noted if different than requested.

<b>NOTES/COMMENTS:</b>
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YES	NO	NO & PROVIDE ALTERNATIVE	10. SERVICE
			A. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
			B. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
			C. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.
			D. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting <del>105</del> addendum to the contract; must be done 30 days prior to

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			the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!
			E. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
			F. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
<b>NOTES/COMMENTS:</b>			

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**ATTACHMENT – Utility Body for Single Rear Wheel Chassis**

The chassis-cab with utility body shall be the latest current model under standard production at the time order is written. The units are to be equipped as regularly advertised and manufactured, complete and ready for satisfactory operation after installation, and shall comply with the following MINIMUM requirements. Descriptive literature and warranty should be supplied with Invitation to Bid and must be supplied before award if asked by Fleet Management.

YES	NO	NO & PROVIDE ALTERNATIVE	1. UTILITY BODY DIMENSIONS
			A. Approximate length of 96 to 98 inches.
			B. Width of about 78 inches.
			C. Approximate height of 40 inches in front and rear.
			D. Approximate floor width 48 inches.
			E. Must match Cab to Axle dimension of truck bid (either 56 or 60 inches).
			F. To include upcharge to 8 foot body.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	2. SCOPE
			A. Latest current model under standard production at time order is written.
			B. Units equipped as regularly advertised and manufactured.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	3. BUMPER
			A. Steel step type with hitch weldment and hole.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	4. SHELVES AND DIVIDERS
			A. All shelves and dividers are to be removable.

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			B. Front vertical compartments to have three shelves and minimum five dividers.
			C. Horizontal compartments to have one shelf and minimum five dividers.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. PAINT AND COATING
			A. Primer that is recommended for polyurethane final coat.
			B. Color will be from manufacturer's standard colors of safety yellow or white.
			C. All paint will be base coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	6. LIGHTS
			A. Dual tail, stop and direction with back-up lights that are mounted on upper part of body (not bumper area).
			B. Clearance lights or reflectors required.
			C. All lights shall meet Federal requirements.
			D. Holes in body for lights required.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	7. GENERAL
			A. Fuel pipe adapter for fuel tank on chassis required.
			B. Compartment doors to be weather tight with automotive type rubber seals.
			C. Unit to be equipped with lid.
			D. Upper structure to be zinc-coated steel.
			E. Undercoating on underbody required.

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			F. Vendor to have installed or to install to meet all specifications.
			G. Dealer's decals, stickers or other signs shall not be on units; manufacturer's nameplates, stampings and other similar signs are acceptable.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	8. WARRANTY
			A. State Warranty on Utility Body.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	9. TRAILER TOW
			A. Trailer tow package to include integrated brake controller, complete with all hardware including receiver hitch, minimum class 4 required. If factory installation is not available, dealer installation is acceptable. Please state towing capacity being furnished: _____
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	10. BID COMPLIANCE
			A. Technical specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	11. MASTER AGREEMENT TERMS AND CONDITIONS
			<p>A. The Master Agreement Terms and Conditions have been read and fully understood. Any exceptions with the Master Terms and Conditions have been written on the document or attached. The Master Agreement is signed and has been returned to State Purchasing Bureau before or with the first bid submitted.</p> <p>The Master Agreement Terms and Conditions is located at:  <a href="http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html">http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html</a></p>

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			Please note that the Master Agreement Terms and Conditions are required to be signed and submitted to the State Purchasing Bureau on or before the bidder submits their first bid for the 2017 Production Model Year. Once submitted for the 2017 Production Year, the Master Agreement Terms and Conditions are valid for every bid submitted for any category of vehicle during this cycle.
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**NOTES/COMMENTS:**

# MASTER AGREEMENT TERMS AND CONDITIONS FOR 2017 OR CURRENT PRODUCTION YEAR VEHICLE BID SEASON

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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.

**Vehicle Platform Change:** A major model redesign.

**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 MASTER AGREEMENT TERMS AND CONDITIONS FOR THE 2017 OR CURRENT PRODUCTION YEAR VEHICLE BID SEASON**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), will be issuing twenty-eight (28) Invitation To Bids, for the purpose of selecting qualified Contractors to provide 2017 or Current Production Year vehicles.

During this bid period, SPB will be bidding approximately half of the vehicles with a one-year renewal option included; the remainder will have a contract period from date of award through August 31, 2017. The contracts with an end date of August 31, 2017 will be rebid in 2017 to include a one-year renewal option.

SPB will be requesting bids for the following:

¾ Ton Trucks – with one year renewal option,  
One Ton Trucks – with one year renewal option,  
Police – with one year renewal option,  
½ Ton Trucks – contract(s) will be issued through August 31, 2017,  
Sedans - contract(s) will be issued through August 31, 2017,  
Vans - contract(s) will be issued through August 31, 2017, and  
SUVs - contract(s) will be issued through August 31, 2017.

By signing this document, the Vendor agrees to the Master Agreement Terms and Conditions contained herein and upon contract award, these terms and conditions will become a part of the contract.

**ALL INFORMATION PERTINENT TO THE SPECIFIC INVITATIONS TO BID WILL BE FOUND ON THE INTERNET AT BIDDING TIME: <http://das.nebraska.gov/materiel/purchasing.html>**

**Master Agreement Terms and Conditions Explanation**

The Master Agreement Terms and Conditions will apply to all bids submitted for the 2017 Production Year cycle. Each bidder must complete and submit a single Master Agreement Terms and Conditions prior to submitting or with their first technical bid/ITB for 2017 Production Year Vehicle cycle.

## **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: Dianna Gilliland  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

### **B. GENERAL INFORMATION**

The Invitation To Bids (ITB) are released individually and designed to solicit bids from qualified vendors who will be responsible for providing 2017 or Current Production Year vehicles for the following groups: one ton trucks, ¾ ton trucks, ½ ton trucks, police, sedans, vans (passenger and cargo) and SUVs 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.

By signing and submitting the original Master Agreement Terms and Conditions, the vendor agrees to the State's general Master Agreement Terms and Conditions.

By signing and submitting an ITB(s) for technical bid, the vendor is responding to the technical submission.

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 the Invitation To Bids and the awarded bids, 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 contracts.

Fixed-price contracts will be awarded as a result of the Invitation to Bids.

### **C. COMMUNICATION WITH STATE STAFF AND EVALUATORS**

From the date the Invitation To Bids are issued until a determination is announced regarding the contract awards, 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 the Invitation To Bids. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in the ITBs.

Once Contractors are preliminarily selected, as documented in the intent to award notices, the Contractors are restricted from communicating with State staff until contracts are signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for the Invitation To Bids or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize any contracts.

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 the Invitation To Bids. The Buyer will issue any clarifications or opinions regarding the Invitation To Bids in writing.

### **D. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a Bidder regarding the meaning or interpretation of any Invitation To Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked with the ITB Number and the specific vehicle bid description. It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, and must include a cover sheet clearly indicating that the transmission is to the attention of Dianna Gilliland, showing the total number of pages transmitted, and clearly marked with the ITB Number and the specific vehicle bid description.

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bids reference and page number.

Written answers will be provided through addendums to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

<u>Question Number</u>	<u>ITB Section References</u>	<u>ITB Page Number</u>	<u>Question</u>

**E. SUBMISSION OF MASTER AGREEMENT TERMS AND CONDITIONS**

The Master Agreement Terms and Conditions must be completed and submitted before or with the first vehicle bid submitted. To facilitate the evaluation process, one (1) original of the entire Master Agreement Terms and Conditions should be submitted.

**F. SUBMISSION OF BIDS**

The following describes the requirements related to bid submissions, 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.

**G. IMPORTANT NOTICE LANGUAGE**

The completed Master Agreement Terms and Conditions should include the completed Form A, 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.

Once contracts are awarded they will be publically posted to the Nebraska State Purchasing website: [http://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](http://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php)

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING**

**H. DISCOUNTS**

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

- I. **PRICE ADJUSTMENTS DURING CONTRACT TERM: ONLY FOR CONTRACTS WITH RENEWAL PERIOD**  
The contract pricing will be held firm during the initial award period. At renewal time, if the vehicle has rolled to the next model year, a price adjustment may be requested no more than five percent (5%) of the previous price or the amount of increase for the Producer Price Index (PPI – Motor Vehicles, WPS1411), whichever is less.
- However, in the event of a major vehicle platform change, a price increase of more than five percent (5%) ~~3%~~ may be considered, with supporting documentation, including past and current dealer invoices on fleet models as bid.
- Any request for a price adjustment must be submitted in writing to the State Purchasing Bureau, a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause with supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.
- J. **MODEL YEAR PAINT CHARTS**  
When the vehicle is rolling to the next model year or when the contract is being renewed, the vendor shall provide an the current paint chart for the current model year.
- K. **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.
- L. **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.
- M. **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.
- N. **ELECTRONIC DOCUMENTS/FACSMILIE 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.
- O. **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.

**P. 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.

**Q. 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).

**R. 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.

**S. 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.

**T. 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.

**U. EVALUATION OF BIDS**

All responses to the Invitation To Bids 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.

**V. 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.

**W. 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. The completed Master Agreement Terms and Conditions signed in ink, received by State Purchasing Bureau before or with the first vehicle bid submitted. Once submitted, the completed Master Agreement Terms and Conditions does not need to be re-submitted with each bid response for the 2017 Production year.

At each bid opening the following is required:

1. Invitation To Bid for Commodity Contract form, signed in ink; and
2. The completed Invitation To Bid document.

**X. 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.

**Y. 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.

**Z. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All Bidders should be authorized to transact business in the State of Nebraska. All Bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the Bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certification of registration. Further, all Bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

**AA. RESIDENT BIDDER**

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

**BB. 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.

The state may award to the most responsible bidder submitting the lowest base price, except the State reserves the right to split the award as follows:

1. Minimum of 70% to bidder with lowest base price.
2. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 10% of the lowest base price.
3. Lowest base price may be based on engine size/fuel type and/or life cycle cost.

(Cost of Vehicle) + ((80,000/EPA Estimated Highway MPG) x EIA Average Price Force\*) \*EIA Average Price for Midwest Region Regular Grade

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/>

**CC. POLITICAL SUB-DIVISIONS**

The Contractor may 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.

**DD. 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. MASTER AGREEMENT TERMS AND CONDITIONS**

By signing the Master Agreement Terms and Conditions for the 2017 or Current Production Year, the Bidder guarantees compliance with the provisions stated in this document, agrees to the Master Terms and Conditions unless otherwise agreed to, and certifies Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Master Terms and Conditions and provide a binding signature of intent to comply with the Master Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Master 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 Master Terms and Conditions may be cause for rejection of a Bidder's bid(s). Bidders must submit the Master Agreement Terms & Conditions completed in its entirety.

The State of Nebraska will be soliciting bids for the 2017 or Current Production Year. 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 Master Agreement Terms and Conditions and the 2017 or Current Production Year Vehicle ITBs 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 Master Agreement Terms and Conditions or resulting contract(s) the Bidder's clause shall be subordinate to the Master Agreement Terms and Conditions or resulting contract(s).

**A. GENERAL**

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

The contracts resulting from the 2017 or Current Production Year Invitation To Bids 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. Completed Master Agreement Terms and Conditions, signed in ink (submitted once); and
6. 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) Master Agreement Terms and Conditions 5) Amendments to ITB and any Questions and Answers, 6) the original ITB document and any Addenda

Any ambiguity in any provision of the contracts 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 Master Agreement Terms and Conditions and the 2017 or Current Production Year Invitation To Bids, 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. PERFORMANCE AND DEFAULT**

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

The State reserves the right to require a performance bond from the successful Bidder, as provided by law, without expense to the State. Otherwise, in case of default of the Contractor, the State may procure the articles from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**E. 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.

**F. 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.

**G. 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.

**H. 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.

**I. 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 the 2017 or Current Production Year Invitation To Bids 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.

**J. 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.

**K. 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.

**L. 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(s), 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 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. In no event shall the Contractor be paid for a loss of anticipated profit.

**M. 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.

**N. 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 the 2017 or Current Production Year Invitation To Bids or the vehicle 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.

**O. 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 the 2017 or Current Production Year Invitation To Bids, including any activity related to bidding on any of the Invitation To Bids.

**P. 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 the 2017 or Current Production Year Invitation To Bids or resulting contracts. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

**Q. 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(s) 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.

**R. 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.

**S. GOVERNING LAW**

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

The contract(s) 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 2017 or Current Production Year Invitation To Bids or any resultant contract(s) 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.

**T. ATTORNEY'S FEES**

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

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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.

**U. ADVERTISING**

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

The Contractor agrees not to refer to the contract award(s) 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.

**V. 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 the technical bid and the buyer noted in Section II Part A., Procuring Office and Contact Person, of this Master Agreement Terms and Conditions and the 2017 or Current Production Year ITBs. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract(s), all notices under the contract(s) shall be deemed duly given upon delivery to the staff designated as the point of contact for this Master Agreement Terms and Conditions and the 2017 or Current Production Year ITBs, 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.

**W. 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 for those products received and accepted by the State.
  
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.

**X. BREACH BY CONTRACTOR**

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

The State may terminate the contract(s), in whole or in part, if the Contractor fails to perform its obligations under the contract(s) 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.

**Y. 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(s) do not fulfill the requirements of the Intent To Bid/resulting contract(s), 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.

**Z. 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.

**AA. 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.

**BB. 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.

**CC. 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.

**DD. 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. 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.

**EE. 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.

**FF. 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.

GG. 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.

HH. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this bid, the bidder certifies, that it is the party making the foregoing bid and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

II. 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.

Prices quoted on the Invitation to Bid shall remain fixed from date of award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. destination as specified within a 200 mile radius of Lincoln. A drop shipment charge outside the 200 mile radius of Lincoln must be clearly noted on the Invitation to Bid.

The contract pricing will be held firm during the initial award period. At renewal time, if the vehicle has rolled to the next model year, a price adjustment may be requested. A price increase request of more than 5% will not be accepted.

However, in the event of a major vehicle change, a price increase of more than 5% may be considered, with supporting documentation.

The State will be given full proportionate benefit of any price decrease during the term of the contracts. 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 contracts, 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 contracts and all prices in addition, which the Contractor may charge under the terms of the contracts, 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 periods unless specifically allowed by these specifications.

**JJ. 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 contracts. 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 contracts 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 Master Agreement Terms and Conditions and the 2017 or Current Production Year Invitation To Bids, they may forfeit the contract(s) awarded to them or be disqualified from the selection process.

**KK. 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. 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.

**LL. 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 the contract(s) resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**MM. 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(s) terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

#### **IV. SCOPE OF WORK**

##### **A. SCOPE**

It is the intent of this Master Agreement Terms and Conditions and future bid invitations to establish contracts to supply 2017 or Current Production Year vehicles for the following groups:

¾ Ton Trucks – with one year renewal,  
One Ton Trucks – with one year renewal,  
Police – with one year renewal,  
½ Ton Trucks – contract(s) will be issued through August 31, 2017,  
Sedans - contract(s) will be issued through August 31, 2017,  
Vans - contract(s) will be issued through August 31, 2017, and  
SUVs - contract(s) will be issued through August 31, 2017.

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 2017 or Current Production Year vehicles for the following groups: one ton trucks, ¾ ton trucks, ½ ton trucks, police, sedans, vans (passenger and cargo) and SUVs.

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.

The One ton, ¾ ton and ½ ton trucks, complete with enclosed cabs, furnished under the respective specifications shall be the latest model standard production units, offered to the general trade, equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory. "Stripped" truck versions are specifically excluded.

Engine bores, main bearings, connecting rod bearings and wrist pins shall not exceed the manufacturer's established size tolerances.

All vehicles offered must meet or exceed the minimum specifications. It is intended the manufacturer will build the vehicle to specifications and the selling or servicing dealer will be required only to perform the normal pre-delivery service and no be required to modify, alter, exchange, assemble, install or paint various components to the specifications.

##### **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 periods, the State of Nebraska reserves the right to amend the contracts to include the new product.

##### **D. ACCEPTABLE MODELS**

All vehicles that meet or exceed the specifications may be bid at invitation time.

##### **E. ANNUAL USAGE**

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 contracts. Vendors shall not impose minimum order requirements.

Listed below are the approximate units to be purchased. These amounts are estimates only; and the actual quantity ordered will vary. These estimates are based on last year's contract usage for the State of Nebraska as a whole, including the vehicles purchased by political subdivisions of the State of Nebraska.

- A. Sedans – 170
- B. Van - 80
- C. Trucks – 346
- D. Police – 297
- E. SUV's – 64

An estimated 957 vehicles may be purchased from the State of Nebraska contracts for the 2017 production year.

**F. DELIVERY**

Between 9:00 AM and 3:00 PM, daily except Saturday, Sunday and holidays, AFTER SERVICING AND READY TO DRIVE, with not less than ¼ tank of gasoline. Deliveries desired prior to 120 days after receipt of order; quoted deliveries beyond 120 days are an award consideration. All deliveries shall be scheduled with agency representative.

Odometer mileage:

1. Within a 200-mile radius of Lincoln – less than 200 miles on odometer
2. Outside the 200-mile radius of Lincoln – less than 450 miles on odometer (Scottsbluff is 398 miles outside of Lincoln)

Vehicles will not be accepted if all paper work is not with the vehicle at time of delivery. Dealer still owns the vehicles until buyers sign all required paper work.

**G. MODEL YEAR ORDER CUT-OFF DATES: FOR THOSE CONTRACTS WITHOUT ONE YEAR RENEWAL OPTION**

Model Year Order Cut-Off is defined by State Purchasing Bureau (SPB) as the last day on which Contractor will accept a purchase order for an awarded model due to manufacturer production scheduling.

The vendor is to provide with their bid the model year cut-off date, if the date is available. If the date is not available at the time of bidding, the awarded vendor/Contractor and associated manufacturer should **immediately notify AS/Materiel Division, through the State Purchasing Bureau buyer once the date is available**. Failure to provide model year cut-off date information may result in **may result in a breach of contract**.

Send MODEL YEAR ORDER CUT-OFF DATES via email to:

Nebraska State Purchasing Bureau  
Dianna Gilliland, Buyer  
[Dianna.gilliland@nebraska.gov](mailto:Dianna.gilliland@nebraska.gov)

Model Year Order Cut-Off Dates will be shared by SPB with state agencies as an aid to planning agency purchases against the contract(s). The Model Year Order Cut-Off date does not change the awarded contract period and does not terminate the contract. The Contractor and Manufacturer have the option to offer the next model year vehicle that is acceptable under the terms and conditions of the contract award at the contracted price.

The contract period will be from date of award through AUGUST 31, 2017 or until the SPB Buyer terminates the contract. Upon receipt by SPB Buyer of the Model Year Order Cut-Off Dates, SPB may formally request the Contractor, upon Contractor's agreement, seek permission through the manufacturer to exercise the option of providing the next available model year as an equivalent product rollover through July 31, 2017 at the contracted price.

Absent such permission from the manufacturer, the State will cease to purchase from the contract and the contract will remain dormant or in suspension until final expiration date.

In the event that a manufacturer re-opens production lines or will resume accepting order for the model year awarded after a published Model Year Cut-Off Date, the State will resume purchasing against contract.

**H. ENVIRONMENTAL PROTECTION AGENCY (EPA) HIGHWAY MILEAGE**

Provide separate, when available, EPA highway mileage (Gas and E85) rates from the Fuel Economy Guide: [www.fueleconomy.gov](http://www.fueleconomy.gov)

I. **FACTORY INSTALLATION**

If manufacturer has requirements available from factory, then item must be FACTORY-INSTALLED; if factory installation is not available, then it must be noted as a dealer-installation and an alternative.

Trucks shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel systems, engine, and accessories, and to possess the capability of operating of lead-free gasoline and gasohol/ethanol.

All vehicles shall comply with all current provisions of the National Traffic and Motor Vehicles Safety Act, and applicable provisions of the USEPA Emissions Standards.

A separate bid is requested if the manufacturer is producing fuel-flexible E85 motor vehicles (units capable of operation on a fuel mixture of up to 85% Ethanol/15% Unleaded Gasoline without additional change or conversion). A SEPARATE CONTRACT MAY BE AWARDED.

J. **NON-CONTRACT ITEMS**

Items not listed on the contract, but may be needed by the ordering agency for their business needs, may add these items to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line "Non-Contract Item" line added to the purchase order.

K. **POTENTIAL RECALL OR MANUFACTURER INITIATED CUSTOMER SERVICE ACTION/NOTIFICATION REQUIREMENTS**

The vendor shall be responsible for accessing potential recall notices from the National Highway Traffic Safety Administration (NHTSA), as well as any manufacturer initiated customer service actions prior to delivering the vehicles to the state agency location. If a recall or customer service action is found for the vehicle being delivered to the state agency, the vendor should, to the best of their ability, complete the necessary action(s) prior to the delivery. If the vendor is unable to address the required recall or customer service action(s) prior to delivery, the contractor must inform the ordering state agency of the "open" recall or customer service action upon delivery. The vendor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.

L. **BID SIGNATURES**

Bids must be signed in ink by the bidder on the State of Nebraska's Contract Invitation to Bid form. FAILURE TO INCLUDE THIS FORM SIGNED IN INK WILL BE CAUSE FOR REJECTION OF THE CONTRACT INVITATION TO BID RESPONSE.

M. **CERTIFICATE OF TITLE**

Vendor shall provide a certificate of title for each vehicle purchased that is free and clear of any lien, security interest, or encumbrance of any kind. The vendor shall indemnify, defend, and hold harmless the State of Nebraska from any claim, litigation or loss to the certificate of title.

**V. INVITATION TO BID - GENERAL 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.

**A. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Read all specifications carefully. Any and all exceptions to the 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.
			2. 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.
			3. 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>			

**B. WITHDRAWAL OF BID**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The vendor is responsible for reviewing their bid(s) before submission for accuracy and completeness, to include price. The vendor may without penalty withdraw their bid within five (5) business days of bid opening by notifying the SPB Buyer in writing.
<b>NOTES/COMMENTS:</b>			

**C. SUSTAINABILITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. If any part or component of the vehicle bid contains recycled or bio-based materials(s), please list and provide detailed information on the environmental attributes.
<b>NOTES/COMMENTS:</b>			

**D. MOTOR VEHICLE INDUSTRIES REGULATION ACT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. All Bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, § Chapter 60, Article 14 at time of bid. Bids will only be accepted from Bidders who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.  Nebraska Dealer License Number: _____
<b>NOTES/COMMENTS:</b>			

**E. ANNUAL USAGE, ESTIMATED**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 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>NOTES/COMMENTS:</b>			

**F. USAGE REPORT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The vendor shall, upon request by the State of Nebraska, provide an annual usage report for the contract(s) by state agencies, boards and commissions, including political sub-divisions of the State of Nebraska. Information will include contract number, agency or political sub-division name, units purchased and dollar amount. 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>			

**G. DELIVERY AFTER RECEIPT OF ORDER**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. All vehicles shall be delivered FOB Destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with a minimum of ¼ tank of gasoline in the tank. Vehicles showing lack of proper dealer pre-delivery service shall be subjected to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
			2. After the truck has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. <b>IMPORTANT</b> Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
			3. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
			4. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
			5. Invoices shall describe the truck, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
			6. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
			7. Trucks that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
			8. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
<b>NOTES/COMMENTS:</b>			

H. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Orders will be placed either by, phone, fax, 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.</p> <p>Once contracts are awarded, purchase orders issued by ordering agencies should include vehicle description, number of units ordering, shipping and billing location, agency delivery contact name and phone number and related information.</p>
			<p>2. Contractor is to provide manufacturer's order number to the purchasing agency or political sub-division within five (5) business days after the purchase order is received. Vehicle invoices or supporting documentation accompanying the invoices should include a hard copy, bar-coded version of the Vehicle Information Number (VIN) for each vehicle.</p>
<b>NOTES/COMMENTS:</b>			

I. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. 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 the bid invitations. 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.</p>
<b>NOTES/COMMENTS:</b>			

J. PRICES

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Price quoted shall be unit price and shall be firm for the duration of the contract from date of an award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified within a 200 mile radius. A drop shipment charge outside the 200 mile radius of Lincoln must be clearly noted on the ITB. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.</p> <p>Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.</p>

**NOTES/COMMENTS:**

**K. AUTHORIZED DEALER**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State Purchasing Bureau within three (3) days of the request and prior to the award of any contract.
<b>NOTES/COMMENTS:</b>			

**L. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards or delayed warranty forms with manufacturer mailing information in order to properly activate said warranty.
			2. A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of 5 years, 100,000 miles rust warranty is required. Indicate standard manufacturer's warranties. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different and noted if different than requested.
<b>NOTES/COMMENTS:</b>			

**M. SERVICE**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.

			2. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
			3. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.
			4. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!
			5. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
			6. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
<b>NOTES/COMMENTS:</b>			

**N. SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.
<b>NOTES/COMMENTS:</b>			

**O. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p>

			<p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p><b>b.</b> If the Bidder 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.</p> <p><b>c.</b> The Bidder 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.</p>
			<b>2.</b> Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).
			<b>3.</b> Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			<b>4.</b> Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
<b>NOTES/COMMENTS:</b>			

**P. INDIVIDUAL VEHICLE TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	1. INDIVIDUAL VEHICLE TECHNICAL SPECIFICATIONS
			1. Vehicle technical specifications will be attached to each individual Invitation to Bid (ITB). It is the bidder's responsibility to make sure all ITB's submitted are complete.
<b>NOTES/COMMENTS:</b>			

**Form A**  
**Bidder Contact Sheet**  
**Master Agreement Terms and Conditions**

Form A should be completed and submitted with the Master Terms and Conditions. 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:	

## Gilliland, Dianna

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**From:** Gilliland, Dianna  
**Sent:** Thursday, October 06, 2016 3:47 PM  
**To:** 'Ron Fullerton'  
**Cc:** Agena, Kady  
**Subject:** RE: Need to Clarify for 5365 OF Rebid 3/4 Extended Cab  
**Attachments:** 2017 F250 tow guide.pdf

Thank you.

*Thank you,*

**Dianna Gilliland | BUYER II**

**STATE OF NEBRASKA | Administrative Services – Materiel Division – State Purchasing Bureau**  
1526 K Street, Suite 130 | Lincoln, NE 68508 | **Phone:** 402.471.4193 | **Fax:** 402.471.2089

[das.nebraska.gov](http://das.nebraska.gov) | [dianna.gilliland@nebraska.gov](mailto:dianna.gilliland@nebraska.gov)



*Documents attached to this e-mail are the copies of original documents. The original documents are housed at State Purchasing Bureau in the associated file.*

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**From:** Ron Fullerton [mailto:ron.fullerton@siddillon.com]  
**Sent:** Thursday, October 06, 2016 2:21 PM  
**To:** Gilliland, Dianna <Dianna.Gilliland@nebraska.gov>  
**Subject:** RE: Need to Clarify for 5365 OF Rebid 3/4 Extended Cab

**See Below**

*Ron Fullerton*

Commercial / Fleet Manager

Sid Dillon Commercial / Fleet  
402-540-7578.....direct

[rfullerton@siddillon.com](mailto:rfullerton@siddillon.com)



.....siddillonfleet

### Whether you think you can or you can't, either way you are right

**From:** Gilliland, Dianna [<mailto:Dianna.Gilliland@nebraska.gov>]  
**Sent:** Thursday, October 06, 2016 11:37 AM  
**To:** Ron Fullerton ([ron.fullerton@siddillon.com](mailto:ron.fullerton@siddillon.com))  
**Cc:** Agena, Kady  
**Subject:** Need to Clarify for 5365 OF Rebid 3/4 Extended Cab  
**Importance:** High

Ron,

Please provide the following information for 5365 OF Rebid, ¾ Ton Extended Cab Diesel 4x4 4 Door Truck.

Make/model bid: Ford F-250 X2B, XLT

1. Technical specifications, 3 of 13, 1.O. Fuel Tank. Fuel tank size needed for diesel.....**29 gal**

✓				O. Fuel Tank: Largest available size. Skid plates if available from manufacturer, may be dealer installed. Please state size: Diesel: _____ Gasoline: <u>34</u>
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2. Technical specifications, 3 of 13, 1.AA. Trailer Towing Package. Towing capacity being furnished is required.

✓				AA. Trailer Towing Package: To include integrated brake controller, Complete with all hardware including receiver hitch minimum class 4. Please state towing capacity being furnished: _____
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.....**14,000.....see attached chart**

A copy of your submitted bid is attached for your reference.

*Thank you,*

**Dianna Gilliland | BUYER II**

**STATE OF NEBRASKA | Administrative Services – Materiel Division – State Purchasing Bureau**  
 1526 K Street, Suite 130 | Lincoln, NE 68508 | **Phone:** 402.471.4193 | **Fax:** 402.471.2089

[das.nebraska.gov](http://das.nebraska.gov) | [dianna.gilliland@nebraska.gov](mailto:dianna.gilliland@nebraska.gov)



*Documents attached to this e-mail are the copies of original documents. The original documents are housed at State Purchasing Bureau in the associated file.*

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Version: 2016.0.7797 / Virus Database: 4656/13159 - Release Date: 10/06/16

# TRAILER TOWING SELECTOR



## F-250 SRW SUPER DUTY® PICKUPS CONVENTIONAL TOWING

Automatic Transmission			Maximum Loaded Trailer Weight (lbs.)																						
			REGULAR CAB						SUPERCAB						CREW CAB										
Engine	Axle Ratio	GCWR (lbs.)	4x2 142" WB 8' Box		4x4 142" WB 8' Box		4x2 148" WB 6-3/4' Box		4x2 164" WB 8' Box		4x4 148" WB 6-3/4' Box		4x4 164" WB 8' Box		4x2 160" WB 6-3/4' Box		4x2 176" WB 8' Box		4x4 160" WB 6-3/4' Box		4x4 176" WB 8' Box				
			Max Wt Carrying	Max Wt Distr'ing	Max Wt Carrying	Max Wt Distr'ing	Max Wt Carrying	Max Wt Distr'ing	Max Wt Carrying	Max Wt Distr'ing	Max Wt Carrying	Max Wt Distr'ing	Max Wt Carrying	Max Wt Distr'ing	Max Wt Carrying	Max Wt Distr'ing	Max Wt Carrying	Max Wt Distr'ing	Max Wt Carrying	Max Wt Distr'ing	Max Wt Carrying	Max Wt Distr'ing	Max Wt Carrying	Max Wt Distr'ing	
6.2L V8	3.73	19,500	13,000	13,300	12,900	12,900	13,000	13,000	12,900	12,900	12,600	12,600	12,500	12,500	12,900	12,900	12,700	12,700	12,500	12,500	12,300	12,300			
	4.30	22,000	13,000	14,000	15,000	15,000	13,000	14,000	14,000	15,000	15,000	15,000	15,000	15,000	14,000	15,000	14,000	15,000	15,000	15,000	14,800	14,800			
6.7L V8 Turbo Diesel	3.31/3.55	20,600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,600	12,600	
		21,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13,300	13,300	
	21,900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,100	14,100	-	-
	22,000	-	-	-	-	-	-	-	-	-	-	-	14,200	14,200	-	-	-	-	-	-	-	-	-	-	
	22,500	-	-	-	-	-	-	-	-	-	14,000	14,800	-	-	-	-	-	-	-	-	14,700	14,700	-	-	
	22,700	-	-	-	-	-	-	-	-	-	-	-	14,900	14,900	-	-	-	-	-	-	-	-	-	-	
	22,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,000	15,000	-	-	-	-	-	-
	23,100	-	-	-	-	-	-	-	-	-	14,000	15,000	-	-	-	-	-	-	-	-	-	-	-	-	-
	23,500	14,000	15,000	14,000	15,000	14,000	15,000	15,000	15,000	15,000	-	-	-	-	15,000	15,000	15,000	15,000	-	-	-	-	-	-	-
	25,200(1)	-	-	-	-	-	-	-	-	-	-	-	-	15,000	15,000	-	-	-	-	-	-	-	-	-	-
25,700(1)	14,000	15,000	14,000	15,000	14,000	15,000	15,000	15,000	15,000	14,000	15,000	-	-	15,000	15,000	18,000	18,000	15,000	15,000	17,600	17,600				

## F-250 SRW SUPER DUTY PICKUPS 5th-WHEEL/GOOSENECK TOWING

6.2L V8	3.73	19,500	13,200	12,800	13,000	12,900	12,600	12,500	12,900	12,600	12,500	12,200
	4.30	22,000	15,700	15,300	15,500	15,400	15,100	15,000	15,400	15,100	15,000	14,700
6.7L V8 Turbo Diesel	3.31/3.55	20,600	-	-	-	-	-	-	-	-	-	12,500
		20,700(1)	-	-	-	-	-	-	-	-	-	12,500
	21,300	-	-	-	-	-	-	-	-	-	-	13,200
	21,900	-	-	-	-	-	-	-	-	-	-	14,100
	22,000	-	-	-	-	-	-	-	14,200	-	-	-
	22,200(1)	-	-	-	-	-	-	-	-	-	-	14,000
	22,400(1)	-	-	-	-	-	-	-	14,200	-	-	-
	22,500	-	-	-	-	-	14,800	-	-	-	-	14,700
	22,700	-	-	-	-	-	-	14,900	-	-	-	-
	22,800	-	-	-	-	-	-	-	-	-	15,100	-
	22,900(1)	-	-	-	-	-	-	14,700	-	-	-	-
	23,100	-	-	-	-	-	-	15,400	-	-	15,100(1)	-
	23,500	16,400	16,000	16,200	16,100	-	-	-	16,100	15,800	-	-
	24,400(1)	-	16,500	-	-	-	-	-	-	-	-	-
24,600(1)	-	-	-	-	-	-	-	16,800	-	-	-	
24,700(1)	-	-	-	17,000	-	-	-	-	-	-	-	
24,800(1)	-	-	17,400	-	-	-	-	-	-	-	-	
25,700(1)	18,500	-	-	-	-	-	-	-	-	-	-	

(1) Requires Trailer Tow Package.

**Note:** Trailer tongue (trailer king pin for 5th-wheel towing) load weight should be 10% (15% for 5th-wheel towing) of total loaded trailer weight. Make sure vehicle payload (reduce by option weight) will accommodate trailer tongue (trailer king pin for 5th-wheel towing) load weight and weight of passengers and cargo added to towing vehicle. Addition of trailer tongue (trailer king pin for 5th-wheel towing) load weight and weight of passengers and cargo must not cause vehicle weights to exceed rear GAWR or GVWR. These ratings can be found on the vehicle Safety Compliance Certification Label.

REVISED 09.16.16

**CHANGE ORDER**

No. 1

DATE OF AGREEMENT June 15, 2016 EFFECTIVE DATE November 21, 2016

OWNER City of Crete, c/o Tom Ourada, City Administrator ADDRESS 243 East 13th Street, Crete, NE 68333

CONTRACTOR: Great Plains Power, Inc. ADDRESS 3716 W Old Hwy 30, Grand Island, NE 68803

PROJECT NAME 34.5 kV Sub-transmission Line Rebuild & Distribution Extension PROJECT NO. 013-2587  
(Labor and Materials Contract) PHASE/TASK NO. 300-300001

You are directed to make the following changes in the Contract Documents:	Amount:
Change in Substantial and Final Completion Dates	\$0.00
Work Change Directive No. 1	\$942.00
Work Change Directive No. 2	\$0.00

Attachments: *(List documents supporting changes)* Total Add (Deduct): \$942.00  
Great Plains weather days request dated October 14, 2016  
Work Change Directive No. 1, Work Change Directive No. 2

CHANGE IN CONTRACT PRICE
Original Contract Price: \$779,575.83
Net Increase (Decrease) from previous Change Orders: No. _____ to _____:
Contract Price prior to this Change Order: \$779,575.83
Net Increase (Decrease) of this Change Order: \$942.00
Contract Price with all approved Change Orders: \$780,517.83

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>November 18, 2016</u> Ready for final Payment: <u>December 16, 2016</u> (Days or Dates)
Net change from previous Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for final Payment: _____ (Days)
Contract Times prior to this Change Order: Substantial Completion: <u>November 18, 2016</u> Ready for final Payment: <u>December 16, 2016</u> (Days or Dates)
Increase/Decrease of this Change Order: Substantial Completion: <u>November 23, 2016</u> Ready for final Payment: <u>December 21, 2016</u> (Days or Dates)
Contract Times with all approved Change Orders: Substantial Completion: <u>November 23, 2016</u> Ready for final Payment: <u>December 21, 2016</u> (Days or Dates)

RECOMMENDED: \_\_\_\_\_ ACCEPTED: \_\_\_\_\_  
 By: [Signature] By: [Signature]  
 ENGINEER (Authorized Signature) David Davis CONTRACTOR (Authorized Signature)  
 Date: 11/21/2016 Date: 12/1/2016

APPROVED: \_\_\_\_\_  
 By: \_\_\_\_\_  
 OWNER (Authorized Signature)  
 Date: \_\_\_\_\_



3716 West Old Highway 30 Grand Island, Nebraska 68803

October 14, 2016

Olsson Associates  
David Deets, EI  
601 P Street  
Lincoln, NE 68508

Re: Weather Days Request Crete, Ne, OA Project No.013-2587.3000-300001

Dear David,

Please accept this letter as our request for the following weather days due to rain, mud, and poor working conditions:

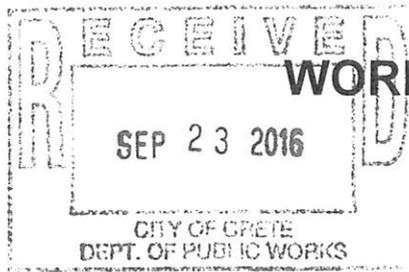
October 5, 2016  
October 6, 2016  
October 7, 2016

The abnormal weather conditions have delayed our progress and we respectfully request an adjustment in Contract Time on this project.

Thanks you for your consideration.

Respectfully,

Tim Newell, V.P.  
Great Plains Power, Inc.



**WORK CHANGE DIRECTIVE**

No. 1

Date: August 17, 2016

Project: 34.5 kV Sub-transmission Line Rebuild and Distribution Extension (Labor and Materials Contract) Crete, Nebraska - 2016	Owner: City of Crete Nebraska c/o Tom Ourada, City Administrator 243 East 13 <sup>th</sup> Street Crete, NE 68333	Owner's Contract No.:
Contract: Base Bid – Lump Sum	Date of Contract: June 15, 2016	
Contractor: Great Plains Power, Inc. 3716 W Old Hwy 30 Grand Island, NE 68803	Engineer's Project No.: 013-2587 300-300001	

You are directed to proceed promptly with the following change(s):

Item No. 1	Description:
	Change to Pole 1067. Changing assembly unit from THPS-35 to DDEV-35S-1. Pole is currently a tangent pole. Change will make pole 1067 a double deadend pole to help with construction and leaning of old pole in opposite directions due to fiber optics changing sides of poles at pole 1067 location.

Attachments (list documents supporting change): Assembly Detail

**Purpose for Work Change Directive:**

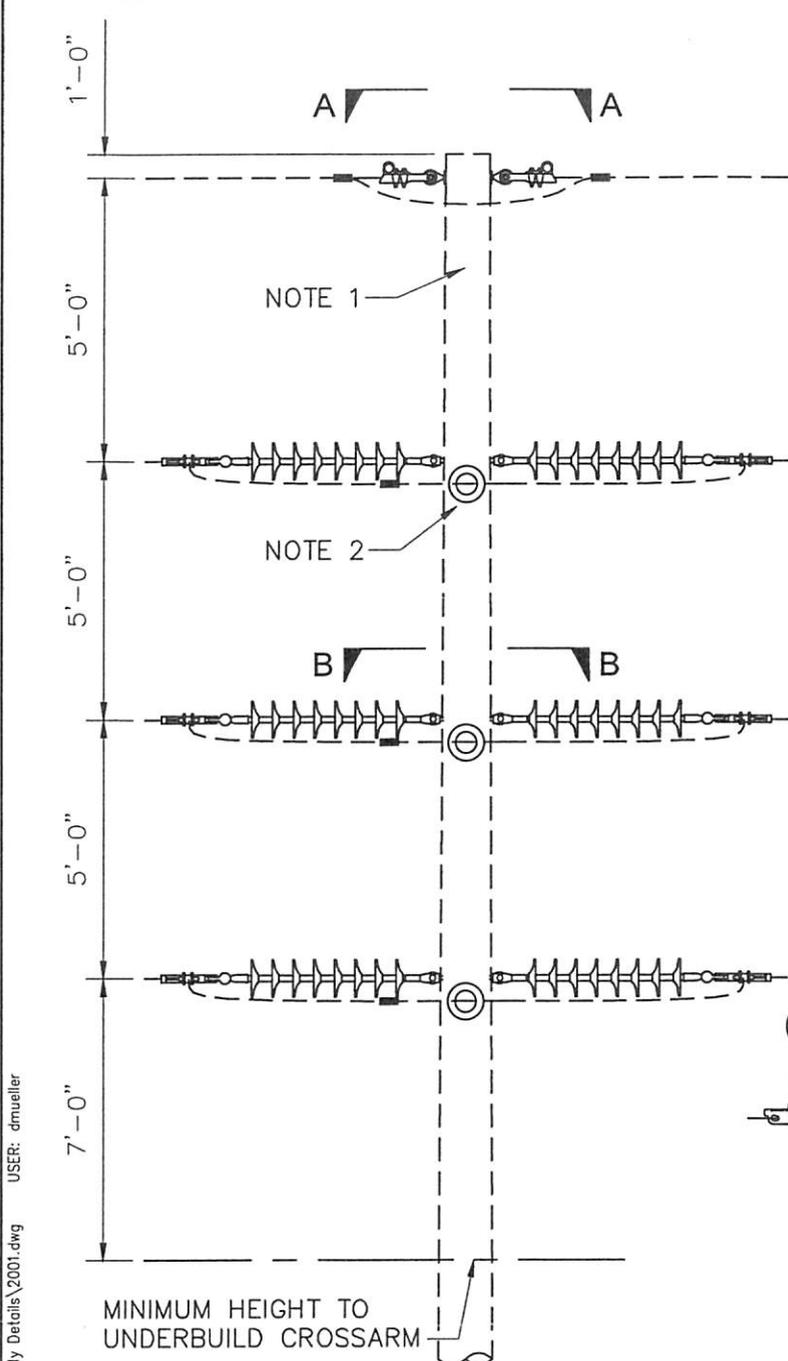
- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ \$942.00 (increase)      Contract Time 0 (increase/decrease)  
days

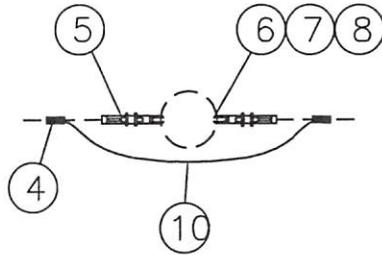
If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: 	Date: <u>8/17/16</u>
Authorized for Owner by: 	Date: <u>9/20/16</u>
Accepted for Contractor by: 	Date: <u>10/4/16</u>
Approved by Funding Agency (if applicable): 	Date:

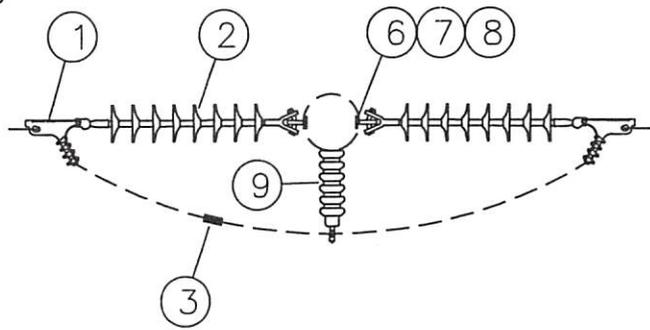


**NOTES:**

1. GROUNDING PER ASSEMBLY THPS-35S-A.
2. REFER TO THPS-35S-A ASSEMBLY FOR DETAILS.



**SECTION A-A**



**SECTION B-B**

NO.	QUANTITY	DESCRIPTION
1	6	DEADEND CLAMP (PHASE), AS SPECIFIED
2	6	INSULATOR, COMPOSITE POLYMER, AS SPECIFIED
3	3	CLAMP, PARALLEL GROOVE FOR ACSR, SPLIT BOLT CONNECTORS FOR COPPER AND COMPOSITE
4	2	CONNECTOR, COMPRESSION
5	2	DEADEND CLAMP (SHIELDWIRE), AS SPECIFIED
6	8	DEADEND TEE
7	16	BOLT, MACHINE 3/4" X REQUIRED LENGTH
8	16	LOCKNUTS
9	3	HORIZONTAL POST INSULATOR, AS SPECIFIED, NOTE 2
10	LOT	JUMPER, SIZE AS REQUIRED

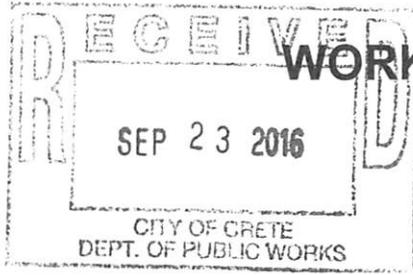
DWG: F:\Projects\013-25871\_PWEL\Final\_Plans\Assembly\_Details\2001.dwg  
 DATE: Aug 10, 2016 1:56pm  
 USER: dmueller  
 XREFS:

**DDEV-35S-1**  
 35 KV SHIELDED VERTICAL DOUBLE DEADEND ASSEMBLY



601 P Street, Suite 200  
 P.O. Box 84608  
 Lincoln, NE 68508  
 TEL 402.474.6311  
 FAX 402.474.5160

EXHIBIT  
**2001**



**WORK CHANGE DIRECTIVE**

No. 2

Date: August 18, 2016

Project: 34.5 kV Sub-transmission Line Rebuild and Distribution Extension (Labor and Materials Contract) Crete, Nebraska - 2016	Owner: City of Crete Nebraska c/o Tom Ourada, City Administrator 243 East 13 <sup>th</sup> Street Crete, NE 68333	Owner's Contract No.:
Contract: Base Bid – Lump Sum	Date of Contract: June 15, 2016	
Contractor: Great Plains Power, Inc. 3716 W Old Hwy 30 Grand Island, NE 68803	Engineer's Project No.: 013-2587 300-300001	

You are directed to proceed promptly with the following change(s):

Item No. 1	Description: Change to the Back span length of Poles 1091 from 212' to 221' and set to a depth of 9.5'. Change to the Back span length of Poles 1092 from 213' to 221' and set to a depth of 9.0'. Change to the Back span length of Poles 1093 from 213' to 221' and set to a depth of 9.0'. Change to the Back span length of Poles 1094 from 213' to 188'.

Attachments (list documents supporting change):

**Purpose for Work Change Directive:**

- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$     \$0.00     (increase/decrease)      Contract Time     0     (increase/decrease)  
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: 	Date: <u>8/18/16</u>
Authorized for Owner by: 	Date: <u>9/20/16</u>
Accepted for Contractor by: 	Date: <u>10/4/16</u>
Approved by Funding Agency (if applicable): 	Date:

# MEMO

<input type="checkbox"/>	Overnight
<input checked="" type="checkbox"/>	Regular Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Other: _____

<b>TO:</b>	Great Plains Power, Inc. 3716 W Old Hwy 30 Grand Island, NE 68803
<b>FROM:</b>	Dee Pflueger <i>Dee</i>
<b>RE:</b>	34.5 kV Sub-transmission Line Rebuild and Distribution Extension (Labor and Materials Contract) Crete, Nebraska – 2016
<b>DATE:</b>	December 9, 2016
<b>PROJECT #:</b>	013-2587
<b>PHASE:</b>	300-300001

**NOTES:**

Enclosed is one (1) copy of the Certificate of Substantial Completion for the above referenced project. Please sign and date the Certificate of Substantial Completion and return to Olsson Associates at the below address for further processing.

Any alternation of these documents renders them null and void.

Please advise if you have any questions. Your cooperation is appreciated.

Encl.

F:\Projects\013-2587\Documents\Specs\34-5 kV Subtransmission Line Rebuild\CertofSubstantialCompleteContractor\_d16.d



November 23, 2016

Crete Public Utilities Commission  
Attn: Tom Ourada  
P.O. Box 86  
243 East 13th Street  
Crete, NE 68333

Great Plains Power, Inc.  
Attn: Kevin Hulse  
3716 W. Old Hwy 30  
Grand Island, NE 68806

RE: Punch List, Substantial Completion  
34.5 kV Sub-transmission Line Rebuild and Distribution Extension  
(Labor and Materials Contract) Crete, Nebraska - 2016  
OA Project No.: 013-2587.300-300001

Dear Tom and Kevin,

The following is a punch list of items that need attention prior to the close out of the referenced contract. This punch list is referenced on the Certificate of Substantial Completion dated November 21, 2016.

1. Check phasing of Sub-Transmission line.
2. Remove old poles and old phase conductor between new poles 1068 and 1101.
3. Transfer Fiber Optic line from removal poles to new poles between 1068 and 1098.
4. Install Anti-sway brackets for new 336 spacer cable between poles 1071 and 1098.
5. Replace line spacers on new 336 spacer cable with correct spacers as specified per material list between poles 1071 and 1098. Also between pole 1098 and first distribution pole to the north.
6. Tape ends of new 336 spacer cable at pole 1071 with weather proof tape before energizing.
7. Transfer Fiber optics deadend, anchor, and guy from removal pole to new pole 1085.
8. Transfer taps for riser from old 4/0 spacer cable to new 336 spacer cable at pole 1087.
9. Verify city will move risers and install new cable and taps on new 336 spacer cable from removal pole to new pole 1088.
10. Transfer transformer taps from old 4/0 spacer cable to new 336 spacer cable at pole 1090.

Punch List  
November 23, 2016  
Page Two

11. Transfer distribution taps from old 4/0 spacer cable to new 336 spacer cable as well as anchor and guy to new pole 1096.
12. Attach old 4/0 spacer cable to switch at distribution pole just north of pole 1098 and connect and energize new 336 spacer cable.
13. Transfer spacer cable deadend from removal pole to new pole 1116.

The actual construction of the 34.5 kV Sub-transmission line is complete and the work on the new 336 spacer cable distribution under build is in the final stages. The work is substantially complete.

Sincerely,



David Deets