State of Nebraska - INVITATION TO BID
CONTRACT

Date	8/21/14	**Page**	1 of 5
Solicitation Number	4785 OF		
Opening Date and Time	09/11/14 2:00 pm		
Buyer	DIANNA GILLILAND (AS)		

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-6500
Fax: 402-471-2089

DESTINATION OF GOODS

MULTIPLE DELIVERY LOCATIONS PLEASE REFER TO DOCUMENTATION FOR DELIVERY ADDRESSES.

2015 or Current Production Year POLICE FULL SIZE SEDAN, FRONT WHEEL DRIVE or ALL WHEEL DRIVE as per the attached specifications for the 2015 Production Year.

Unit bid must meet the attached specifications.

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

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 AFFADAVIT: 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.
The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>
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 mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor 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 notice if contractor becomes debarred during the term of this contract.
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/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the

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

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS:_____% _____ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within_____ days after receipt of order. Failure to enter 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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US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor' s bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.
Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor' s bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.
Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.
Once Invitations to Bid are opened they become the property of the State of Nebraska and will not be returned.
It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.
State Statute §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.
Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.
Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked " yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:
a. Documentation from the United States Armed Forces confirming service,
b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

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MULTIPLE DELIVERY LOCATIONS PLEASE REFER TO DOCUMENTATION FOR DELIVERY ADDRESSES.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

(bl 08/18/14)
A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.
http://www.das.state.ne.us/materiel/purchasing/purchasing.html

Bid Tabulations are available on the internet at http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

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

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	**POLICE FULL SIZE SEDAN**	**1.0000**	**EA**	_____	_____

FWD OR AWD
2015 or Current Production Year Police Full Size Sedan Front Wheel Drive or All Wheel Drive

Minimum Wheelbase: 110.5"

Minimum Engine Size: 3.5L

Passenger Capacity: 5

Minimum Tire Size: 16"

Make: _____

Model: _____

Front Wheel Drive or All Wheel Drive: _____

Series, Code, Trim Level: _____

Engine: _____

EPA: _____

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price

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

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 POLICE FULL SIZE SEDAN**	**1.0000**	**EA**	_____	_____

FWD OR AWD
2015 or Current Production Year E85 Police Full Size Sedan Front Wheel Drive or All Wheel Drive

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: _____

Make: _____

Model: _____

Front Wheel Drive or All Wheel Drive: _____

Series Code, Trim Level: _____

EPA: _____

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

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.

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: http://www.das.state.ne.us/materiel/purchasing/purchasing.htm

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

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

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 alterations 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.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under $25,000 and up to ten (10) pages. **However, two party sealed bids containing facsimile pages are acceptable.** No direct facsimile solicitation responses will be accepted for a commodity contract.

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.

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.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

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.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand 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.

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 judgement of the State Purchasing Director, 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 specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. 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.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

PERFORMANCE AND DEFAULT- 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.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident 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**.**

NONDISCRIMINATION- 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder 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.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

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

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: http:/www.nitc.state.ne.us/standards/accessibility/

Revised: 02/2004

2015 or Current Production Year Police Full Size Sedan, Front Wheel Drive or All Wheel Drive

OPTIONS BID LIST

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.

KEY - If no price is indicated in Unit Price choose from the following:
N/C = No Charge
STD = Standard in Base Price
N/A = Not Available from Dealer/Mfg.
N/APP = Not Applicable to Spec/Option
On-Line - N/C, no additional charge
On-Line - Charge, indicate price

		Unit Price
3	Engine (other)	$
	Specify Engine Size:	
4	All Wheel Drive.	$
5	Cloth rear seats - cloth bucket seats (deduct).	($)
6	Vinyl rear seats - cloth bucket seats.	$
7	40-20-40 or 60-40 Bench Seat with driver power controlled seat, if available from manufacturer.	$
8	Front speakers connected to radio (deduct).	($)
9	Moldings front uninstalled (deduct).	($)
10	Courtesy Lamp inoperable (deduct).	($)
11	Standard paint. Attach list and identify as No Additional Cost Paints.	$
12	Extra cost paints. Attach list and identify as Extra Cost Paints.	$
13	Floor carpet w/front and rear mats (deduct).	($)
14	Rubber or vinyl floor covering, both front and rear.	$
15	Second Power Outlet.	$
16	Deep tint glass (all except windshield and front doors).	$
17	Driver side spotlight (deduct).	($)
18	Dual side spotlight.	$
19	Traction control.	$
20	Dome Light (deduct).	($)
21	Under Hood Light (deduct).	($)
22	Locking gas cap.	$
23	Side airbags (driver and passenger).	$

24	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.	$
THE FOLLOWING CAN BE FACTORY OR DEALER INSTALLED		
		Unit Price
25	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. (Deduct)	($)
26	Two (2) Clear/White LED Modules. Mounted on either side of rear license plate on a license plate bracket for Two (2) light heads. Black Bezel with clear lenses. Shock and water resistant. Leads tagged as such that terminate in center console area. LED's meet SAE J845, Class 1 specifications. Minimum of three (3) LED in each module. (Deduct)	($)
27	Rear trunk communications service tray installed in trunk. (Deduct)	($)
28	100 WATT siren speaker installed behind front grill with vehicle specific mounting bracket. Leads tagged as such that terminate in or near the passenger compartment. (Deduct)	($)
29	Setina PB 400 Push Bumper with installation on front of vehicle. (Deduct)	($)
30	Rear deck LED. Black housing with clear lenses and one red and one blue LED mounted on each side of third brake light. LED's meet SAE J845, Class 1 specifications. Minimum of six (6) LED in each module. (Deduct)	($)
31	Roof mounted antenna. Centered on roof twelve (12) inches forward from top of rear window. NMO mount with RG58 cable ran into trunk area. (Deduct)	($)
32	Roof Trunk Lid mounted antenna. Centered on roof twenty (20) inches back from top of front windshield. NMO mount with RG58 cable ran into trunk area. (Deduct)	($)
33	Roof mounted blue tree antenna. Centered on roof ten (10) inches back from top of front windshield. 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. Web site www.antennaplus.com (Deduct)	($)

34	Auxiliary 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. (Deduct)	($)
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.	$
36	Pro-Gard X Push bumper with installation on front of vehicle.	$
37	Bluetooth: Hands free wireless network to make and receive phone calls enabled by a push button or by voice command.	$
38	Spotlight: White LED Lighting	$
	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).	

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
1	Release Invitation to Bid	August 21, 2014
2	Last Day to Submit Written Questions	August 28, 2014
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/materiel/purchase_bureau/vendor/commodity-itb.html	August 29, 2014
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	September 11, 2014 at 2:00 pm 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 4785 OF; Full Size Police Sedan FWD or AWD Questions". It is preferred that questions be sent via e-mail to 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 4785 OF; Full Size Police Sedan FWD or AWD Questions".

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

STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS

SCOPE

It is the intent of this bid invitation to establish a contract to supply **2015 OR CURRENT PRODUCTION YEAR POLICE FULL SIZE SEDAN FRONT WHEEL DRIVE OR ALL WHEEL DRIVE** per the attached specifications. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the 2015 or Current Production Year Police Full Size Sedan Front Wheel Drive or All Wheel Drive whether or not they may be specifically mentioned below.

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

The trucks, complete with enclosed cabs, furnished under this specification 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 trucks offered must meet or exceed the following minimum specifications. It is intended the manufacturer will build the car to these specifications and the selling or servicing dealer will be required only to perform the normal pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to meet these specifications.

ACCEPTABLE MODELS

All trucks that meet or exceed these specifications may be bid on this invitation.

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 contract. Vendor 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.

STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS

A. Cars – 254 each
B. Vans - 74 each
C. Pick-Ups, Trucks – 252 each
D. Police Cruisers, Special Service Vehicles - 266 each
E. Sport Utility Vehicles –56 each

An estimated 902 vehicles may be purchased from the State of Nebraska contracts for the 2015 production year

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.

BUILD-OUT DATES
The vendor to provide with bid, the build-out dates or tentative build-out dates if they are available. If not available at the time of bidding, the awarded vendor/Contractor should **immediately notify AS/Materiel Division, State Purchasing Bureau (EMAIL as.materielpurchasing@nebraska.gov) when said information is available.** Failure to provide build-out information may result in **removal of vendor from bidder's list** for next year's specifications and may affect consideration for award of future contracts.

Send build-out dates to:

State Purchasing Bureau
Dianna Gilliland, Buyer
Dianna.gilliland@nebraska.gov

CONTRACT AWARDS
State Purchasing Bureau may award to the most responsible bidder submitting the lowest base price, except the State reserves the right to split the award as follows:

A. Minimum of 70% to bidder with lowest base price.
B. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 10% of the lowest base price.
C. 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

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

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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.

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

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, engines, and accessories, and to possess the capability of operating on 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 Emission Standards.

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

MOTOR VEHICLE INDUSTRIES REGULATION ACT
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: _____

ORDERS
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.

Once contracts are awarded, purchase orders issued by ordering agencies should include, vehicle description, number of units ordering, shipping and, billing location, contact name and phone number, and related information.

Contractor is to provide manufacturer’s order number to the purchasing agency or political subdivision 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.

PRICES
Price quoted shall be unit price and shall be firm for contract term 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 of Lincoln. A drop shipment charge outside the 200 mile radius of Lincoln must be clearly noted on the Option Bid List

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USAGE REPORT
The vendor shall, upon request by the State of Nebraska, provide an annual usage report of this contract by State Agencies, Boards, and Commissions, including Political Subdivisions of the State of Nebraska. Information will include Contract Number; Agency or Political Subdivision name; units purchased; and dollar amount. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested no later than sixty (60) days after the build out date as determined by the State.

ADDITIONAL TERMS

AWARD
All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provision of State Statute Section 81-161, R.R.S 1943. The State reserves the right to reject any or all bids, wholly or in part and 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.

AMENDMENT
This Contract may be amended at any time in writing upon the agreement of both parties.

ASSIGNMENT OF CONTRACT
The vendor will not assign, transfer or sub-contract any portion of this contract without the prior written consent of the State of Nebraska.

BREACH OF CONTRACT
If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. The State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

NON-COMPLIANCE STATEMENT
Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.

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.

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 request for 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 as.materielpurchasing@nebraska.gov 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).

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PAYMENT
Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within 45 days of receipt of service or invoice, whichever is received later. 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 services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

POLITICAL SUB-DIVISIONS
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.

QUALITY
Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.

RIGHTS
The State reserves the right to waive technicalities; reject any or all bids, wholly or in part; and 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. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

SECRETARY OF STATE
Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded 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 expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

SUBSTITUTIONS
Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.

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TAXES
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.

TERMINATION
The contract may be terminated at any time upon the mutual consent of the parties, or by the State of Nebraska, with or without cause and/or consent upon thirty (30) days written notice.

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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.

PLEASE SPECIFY IF BIDDING FWD_____OR AWD_____UNIT ON THESE SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	1. BODY
			A. Color: Body color and interior trim will be selected from manufacturer's standard colors.
			B. Glass: Approved tinted safety glass shall be **required** in all doors, windows, and windshields. Glass shall be free of optical deviation and visibility distortions.
			C. Insulation: Standard production heat and sound insulation to be provided.
			D. Headliner: Fully insulated headliner **required**.
			E. Side Moldings: Protective side moldings **required** if available from factory, aftermarket moldings not acceptable.
			F. Front Seats: Cloth front bucket with lumbar adjustment. Seats shall be of heavy-duty construction (guaranteed by manufacturer not to break down for 36,000 miles). The cloth shall be either treated or of such composition as to eliminate static electricity.
			G. Rear Seats: Standard, cloth.
			H. Sun Visors: Dual, padded.
			I. Mirrors: Interior adjustable, day and night tab (selector type, non-glare). Dual power outside mirrors mounted on left and right sides of vehicle.
			J. Power Outlet: **Required**.
			K. Seat Belts: Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.
			L. Horn: factory horn **required**.
			M. Windshield Wipers and Washer: Multiple-speed electric with washer and intermittent or delay capability.
			N. Air Conditioner: Best grade factory installed air-conditioning, manually controlled, to include all items normally included in the factory package.
			O. Heater: A fresh air type heater with windshield defrosters shall be installed.
			P. Rear Window Defroster: **Required**.

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			Q. Radio: AM/FM with CD player, wired to rear seat speakers only. Front radio speakers of approximately 8 ohm impedance to be installed with wire leads of thirty (30) inches hanging loose in the driver's compartment. (FRONT SPEAKERS ARE NOT TO BE WIRED TO AM/FM RADIO). Isolation or installation of front speakers may be done by dealer if not available from factory. AM/FM stereo radio must have shielding or be equipped with a suppressor to prevent two-way radio interference.
			R. Lights: Halogen high beam headlights with low beam; back up lights; dome light. Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights. Daytime running lights not to be included, or disabled if they cannot be removed.
			S. Floor Coverings: Carpet w/front and rear floor mats. **Required**.
			T. Power Locks: Manufacturer's keyless remote entry power locking system. Two remote entry key fob's and three (3) sets of keys per vehicle, **required**.
			U. Power Windows: Electric power windows **required**.
			V. Power Door and Window Locks: Front and rear passenger doors shall be equipped with lever to deactivate inside door and window release or electric door and window locks controlled from only the driver's position.
			W. Hood Release: Inside driver's compartment.
			X. Automatic Speed Control: **Required**.
			Y. Airbag: Driver and passenger side **required**.
			Z. Fuel Tank: Manufacturer's maximum size. State Size: _____
			AA. Undercoated: Full factory undercoating **required**. Extra undercoating by dealer not required unless necessary to meet factory standards.
			BB. Clock: To be electric. Clock in radio dial face is acceptable.
			CC. Gas Cap: Inside fuel filler door release type if available. NO keyed locking type gas cap.
			DD. Cargo Area: Vehicles shall have a minimum of 16 cubic feet cargo capacity. Deck lid Release inside driver's compartment and I/P Ignition powered. Access to cargo area shall only be through the trunk lid.
			EE. Under Hood Light: The switch being activated by the raising of the hood is **required**. Dealer installation is acceptable if not available from factory.
			FF. Dome Light: Dome light (or Courtesy light) to be centered not more than approximately 20" from top of windshield to light driver's area and controlled by rotating headlight switch to maximum position or by separate switch. This may require adding an additional light, and dealer installation is acceptable if not available from factory.
			GG. Cargo Light: **Required**.
			HH. Spotlight: Drivers side spotlight **required**.
			II. License Plate Brackets: Vehicle shall be equipped with front and rear license plate brackets. **Required**.
			JJ. Speedometer: Calibrated and properly geared for accuracy within two miles throughout its entire speed range when installed and operated in the vehicle. Speedometers shall read to at least 140 miles per hour. Speedometers will be checked by radar or on a dynamometer of our choice. If the speedometer does not meet our specifications, it will be calibrated to meet the specifications at the expense of the successful bidder.

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			KK. If the vehicle uses a transmission speed sensor device to activate the speedometer a wire from this transmission speed sensor will be tagged as such and readily accessible in or near the drivers compartment of the vehicle. The transmission speed sensor device will be calibrated and compatible to be connected to and work with the VASCAR speed measuring device system.
			LL. Lamp, Courtesy Disable, **required**.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. POLICE PREP PACKAGES
			A. Two (2) Clear/White LED Modules. Vertical 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 terminates in center console. LED's meet SAE J845, Class1 specifications. Minimum of three (3) LED in each module.
			B. Two (2) Clear/White LED Modules. 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. LED's meet SJ845, Class1 specifications, minimum of three (3) LED in each module.
			C. Rear trunk communications service tray installed in trunk.
			D. 100 WATT siren speaker installed behind front grill with vehicle specific mounting brackets. Leads tagged as such that terminate in or near the passenger compartment.
			E. Setina PB 400 Push bumper with installation on front of vehicle.
			F. Rear Deck LED: Black housing with clear lenses. One red and one blue. LED mounted on each side of the third brake light with leads tagged as such that terminate in center console area LED's meet SAE J845,Class 1 specifications. Minimum of (6) LED in each module.
			G. Roof mounted antenna. Placement to be decided by purchaser prior to outfitters installation. NMO mount with RG58 cable ran into trunk area.
			H. Trunk Lid mounted antenna. Placement to be decided by purchaser prior to outfitters installation. NMO mount with RG58 cable ran into trunk area.
			I. Roof mounted Blue Tree Antenna. Placement to be decided by purchaser prior to outfitters installation. 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
			J. Auxiliary 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 of larger cable. Indicate CCA: _____.
NOTES/COMMENTS:			

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YES	NO	NO & PROVIDE ALTERNATIVE	3. ENGINE AND DRIVE TRAIN
			A. Engine: Minimum standards as stated in the specifications.
			B. Transmission: Fully automatic, heavy duty, four or six speed. To be equipped with a factory engineered and installed external oil cooler of suitable design to keep the automatic transmission fluid at an efficient temperature.
			C. Air Cleaner: Dry type.
			D. Oil Filter: Full flow throwaway type.
			E. Thermostat: **Required** as recommended for permanent-type antifreeze.
			F. Radiator: Heavy duty, maximum capacity radiator. A coolant recovery system is **required**. Hose clamps shall be standard clamps installed by the manufacturer.
			G. Axle Ratio: Ratio to be recommended by manufacturer.
			H. Fuel Pump: May be mechanical or electric. If an electric fuel pump is installed, it must be equipped with a suppressor to prevent two-way radio interference.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. SUSPENSION AND RUNNING GEAR
			A. Wheelbase: Minimum standards as stated in the specifications.
			B. Steering: Manufacturers recommended power steering.
			C. Steering Wheel: Regular production model or approved deluxe wheel. Tilt steering wheel **required**.
			D. Wheels: Minimum 16-inch size designed for police work.
			E. Wheel Covers: Full, **required** if available from factory.
			F. Tires: Five black wall tubeless radial tires, with speed rating of V, certified for high-speed police pursuit driving to be furnished with each vehicle, **required**. To be manufactured by a major manufacturer and shall be factory installed. Tires shall have a 36,000-mile rating.
			G. Brakes: 4-wheel heavy duty disc with heavy duty front and rear calipers. Anti-Lock Braking System (ABS) only that is designed so radio transmissions do not interfere with performance of breaking system.
			H. Suspension: 4-wheel independent, heavy duty struts, independent multilink rear with heavy duty front and rear stabilizer bars suitable for high speed cornering.
NOTES/COMMENTS:			

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YES	NO	NO & PROVIDE ALTERNATIVE	5. ELECTRICAL SYSTEM
			A. Battery: 12 volt, heavy duty, manufacturer's maximum cold cranking power battery. A terminal post connected to the positive battery cable and capable of carrying 45 amperes shall be provided in the engine compartment. This terminal shall be in a location easily accessible from the topside of the engine compartment and near the battery. If this is not available, the positive cable may be of the type that attaches to battery posts by means of a bolt or nut. Battery cable spring-loaded or drive-on devices are not acceptable.
			B. Alternator: Minimum 150 amperes. Radio noise suppression devices where applicable. Alternator shall be of the type that parts and repairs are available at authorized dealers of the make of vehicle furnished.
			C. Voltage Regulator: Standard, transistorized and sealed.
			D. Spark Plugs: Factory recommended. Double gap spark plugs will not be acceptable.
			E. Bonding and Grounding: All components of the vehicle necessary to prevent interference with reception of 2-way mobile radio installed in the vehicle shall be adequately bonded and grounded.
			F. Radio Suppression Package **required**.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. MISCELLANEOUS
			A. All vehicles shall be protected to 34 degrees below zero Fahrenheit by 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.
			B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
			C. Manufacturer's standard equipment jack to comply with vehicle. The standard complement of tools such as wheel lug wrench and jack handle shall be provided, together with facilities for storage.
			D. 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
NOTES/COMMENTS:			

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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. Vehicles are to be road ready, fully equipped, serviced, and washed with a minimum of ¼ tank of gasoline. Vehicles 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 vehicle 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 vehicle, 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. Motor vehicles 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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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 similar 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**. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different.

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 the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!

NOTES/COMMENTS:

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YES	NO	NO & PROVIDE ALTERNATIVE	11. SECRETARY OF STATE REGISTRATION REQUIREMENTS *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.
			A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. 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.
			D. 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.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	12. BID COMPLIANCE
			A. Specifications have been fully read and fully understood. Any exceptions have been written on the bid or attached.
NOTES/COMMENTS:			