

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	9/8/14	Page	1 of 6
Solicitation Number	4813 OF		
Opening Date and Time	09/29/14	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

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

2015 or Current Production Year ONE TON 12 PASSENGER VAN 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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Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

(bl 09/05/14)

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	ONE TON 12 PASSENGER VAN 2015 or Current Production Year One Ton 12 Passenger Van Minimum Wheelbase: 135" Minimum Overall Length: 216" Minimum Engine Size: 3.6L V6 Minimum Tire Size: 16" Minimum GVWR: 8,800 Make: _____ Model: _____ GVWR: _____ Series, Code, Trim Level: _____ Engine: _____	1.0000	EA		

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
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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.

2	E85 ONE TON 12 PASSENGER VAN	1.0000	EA		
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2015 or Current Production Year E85 One Ton 12 Passenger Van

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: _____

GVWR: _____

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.

3	CNG ONE TON 12 PASSENGER VAN	1.0000	EA		
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2015 or Current Production Year CNG One Ton 12 Passenger Van
 If Available

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

Engine: _____

Transmission No. /Gear Ratio No.: _____

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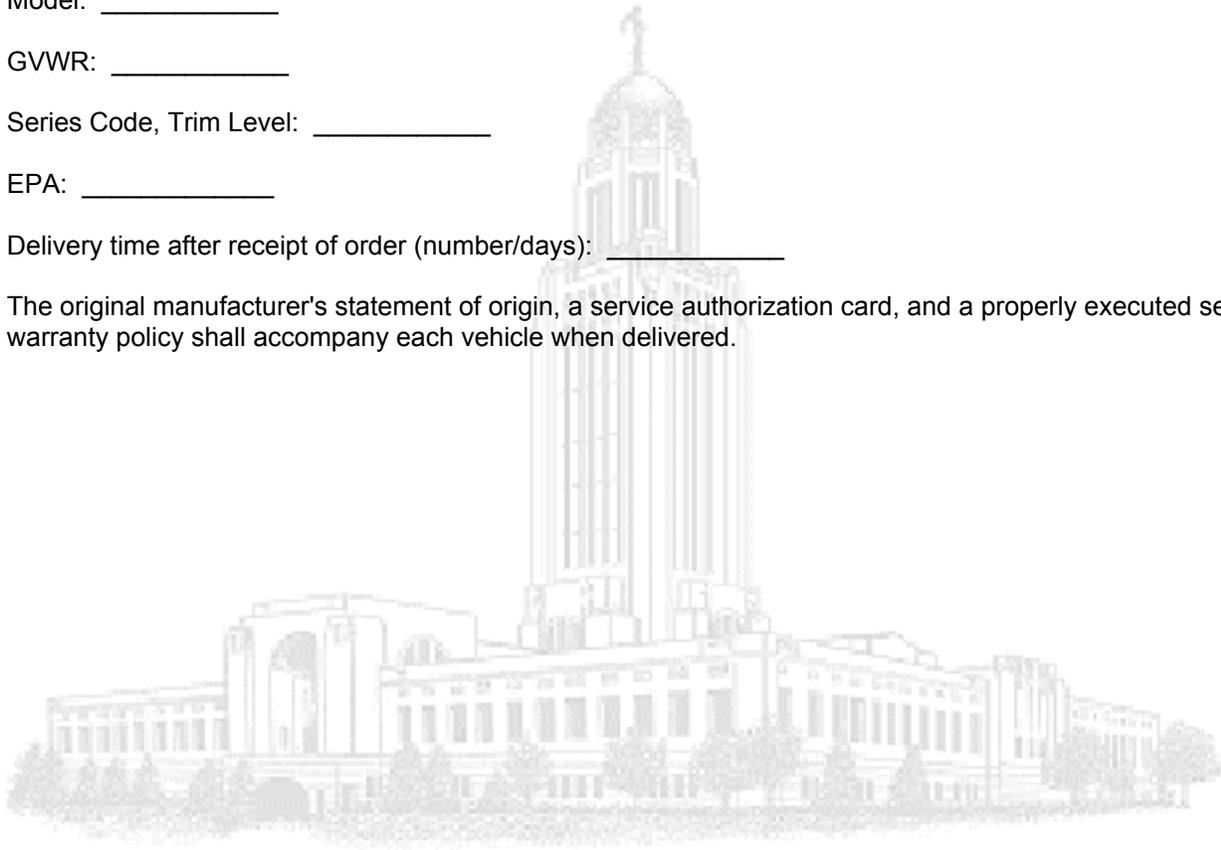
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Make: _____				
	Model: _____				
	GVWR: _____				
	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. The provisions 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.

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: 04/2005

2015 or Current Production Year One Ton
12 Passenger Van

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

Alternate Engine Sizes:

Unit Price

4	Engine (other). Specify Engine Size:	\$
5	Engine (other diesel) with factory block heater. Specify Engine Size:	\$
6	Vinyl seats with vinyl trim: heavy-duty foam seats w/lumbar support (deduct).	(\$)
7	Engine console cover.	\$
8	Curb side, right, sliding side door.	\$
9	Left side sliding side door.	\$
10	Power sliding door.	\$
11	60/40 driver side door for passenger or cargo.	\$
12	Deduction of deep tint glass back to standard tinted safety glass.	(\$)
13	Power electric seats.	\$
14	Carpet: full-length carpet shall be provided in both driver's and passenger compartments with factory carpet floor mats (replaces full rubber flooring).	\$
15	Standard Paint - Attach List and Identify as No Additional Cost Paints.	\$
16	Extra Cost Paint- Attach List and Identify as Extra Cost Paints.	\$
17	All-Wheel Drive (AWD).	\$
18	Second power outlet in rear of vehicle.	\$
19	Rear Window Defroster- Dealer Installed.	\$
20	Additional costs for warranties from manufacturer: STATE: YEARS _____ MILES _____	\$
21	Reverse sensing system if available from manufacturer.	\$
22	Electronic stability/roll over system if not standard.	\$
23	Keyless remote entry. Shall include two (2) fully functional keys and fobs to enter and operate the vehicle. If not standard equipment.	\$
24	Additional fob if equipped with keyless remote entry.	\$
25	Additional fully functional key that enters and operates the vehicle.	\$
26	Protective vinyl body moldings: dealer installed if not standard equipment.	\$
27	Rearview camera- dealer or factory installed	\$

2015 or Current Production Year One Ton
12 Passenger Van

28	Lumbar support for front seats: if not standard equipment.	\$
29	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.	\$
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).		

2015 or Current Production Year One Ton 12 Passenger Van

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	September 8, 2014
2	Last Day to Submit Written Questions	September 15, 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	September 16, 2014
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	September 29, 2014 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 4813 OF; One Ton 12 Passenger Van 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 4813 OF; One Ton 12 Passenger Van 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 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 ONE TON 12 PASSENGER VAN** 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 One Ton 12 Passenger Van 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.

- A. Cars – 254 each
- B. Vans - 74 each
- C. Pick-Ups, Trucks – 252 each

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

- 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)

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.

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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.

YES	NO	NO & PROVIDE ALTERNATIVE	1. BODY
			A. Color: Body color and interior trim will be selected from manufacturer’s standard colors. (Note: Attached color charts shall be considered manufacturer colors with no extra charges unless specified in the options).
			B. Glass: Approved tinted safety glass shall be required in all doors, windows, and windshields. Sunscreen glass (darkest tint of privacy glass) on side and rear widows required .
			C. Insulation: Heavy-duty insulation in roof, floor, sidewalls and doors must be furnished as standard. Full length headliner must be furnished.
			D. Seats: (passenger) the unit shall be equipped with foam rubber cushions, with cloth covering with vinyl trim. The remaining center and rear seats are to be bench type. The bench seats shall consist of two 3-passenger and one rear 4-passenger (all seats shall be quick-disconnect type) for a total of 12 occupants or the number of seats required for the unit being ordered.
			E. Arm Rests: Required on both left and right-hand sides of each seat. Door armrests will be acceptable.
			F. Sun Visors: Dual, padded
			G. Mirrors: Interior adjustable, day and night tab (selector type, non-glare). Outside rearview mirrors of electric remote control type mounted on left and right sides of vehicle, minimum 6 inches by 9 inches.
			H. Power Outlet: Required .
			I. Seat Belts: Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.
			J. Horn: Factory horn required .
			K. Windshield Wipers and Washer: Multiple-speed electric with washer and intermittent or delay capability.
			L. Air Conditioner: Best dual front and rear grade factory installed air-conditioning, manually controlled, to include all items normally included in the factory package. Both front and rear required. Required
			M. Heater: A fresh air type heater with windshield defrosters shall be installed. Both front and rear required . (passenger only)
			N. Radio: Manufacturer’s standard factory installed AM/FM/CD Stereo radio if available from Manufacturer.

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			O. 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, if available from factory.
			P. Floor Coverings: Full-length rubberized/ vinyl floor covering shall be provided (both front and rear). Motor vehicle shall be delivered with rubber factory floor mats (front and rear) required . If unavailable manufacturer accessory floor mats (through dealer parts room) are acceptable.
			Q. Electric Power Locks: Two (2) fully functional keys shall be required to enter and operate the vehicle. Check ___ if vehicle has keys only.
			R. Hood Release: Inside.
			S. Automatic Speed control: Required .
			T. Rear window defroster, if available from the factory
			U. Airbag: Driver and passenger side required .
			V. Fuel Tank: Minimum, 24-gallon regular model. State tank size bid: _____.
			W. Power Windows: Electric power windows required .
			X. Doors: Right side only standard 60/40 swing out doors. Rear doors shall be a 50/50 design.
			Y. Controls and Instruments: Key locking ignition switch; head, parking and dome light switches, headlight beam control; speedometer; volt-meter; fuel gauge; oil pressure gauge; engine temperature gauge; high beam indicator light; traffic hazard switch; flashing turn indicator lights.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. ENGINE AND DRIVE TRAIN
			A. Engine: Minimum standards as stated in the specifications.
			B. Transmission: Minimum five Speed Automatic, with auxiliary oil cooler.
			C. Air Cleaner: Dry type.
			D. Oil Filter: Full flow throwaway types.
			E. Thermostat: Required as recommended for permanent-type antifreeze.
			F. Radiator: Heaviest duty available with coolant recovery system required .
			G. Axle Ratio: Ratio to be recommended by manufacturer.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. SUSPENSION AND RUNNING GEAR
			A. Wheelbase: Minimum standards as stated in the specifications.
			B. Steering: Power steering required .
			C. Steering Wheel: Regular production model or approved deluxe wheel. Tilt steering wheel required .
			D. Wheels: Standard original equipment wheels (5) (minimum 16"). Four wheel covers required .

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			E. Tires: Five standard (minimum 16-inch) original or optional equipment tires shall be furnished. "Mini" or "compact" spares offered as original equipment are not acceptable. All tires shall be all season steel-belted radial manufactured and labeled by a major manufacturer and installed by factory. The spare can be steel rim. Tires should have a 50,000-mile tire rating. The inability to provide all season steel-belted radial tires as standard original or optional equipment shall be noted as an exception in the bid.
			F. Brakes: Anti-Lock braking system. Front and rear disk brakes required if available from manufacturer.
			G. Suspension: Must be designed to handle passenger and cargo requirements. If available, must have manufacturer's most recent Stability Traction control/ roll over system that is offered.
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.
			B. Battery: Heavy-duty, maintenance free, highest cold cranking amperage capacity available from the factory for the model bidding. Specify capacity: _____
			C. Alternator: Heavy duty standard. State Amperage: _____
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. MISCELLANEOUS
			A. All vans 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 complement of tools, bumper jack, wheel 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.
			E. All equipment such as floor mats and two (2) keys required shall be with the vehicle upon delivery
NOTES/COMMENTS:			

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YES	NO	NO & PROVIDE ALTERNATIVE	6. 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	7. 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 the equivalent of a 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 van 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.
NOTES/COMMENTS:			

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YES	NO	NO & PROVIDE ALTERNATIVE	8. 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 6 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	9. 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!
			E. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.

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			F. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service training network includes dealer onsite training, schools and computer based training when applicable.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	10. 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	11. BID COMPLIANCE
			A. Specifications have been fully read and fully understood. Any exceptions have been written on the bid or attached.
NOTES/COMMENTS:			

**PROCUREMENT REQUIREMENTS
FOR VEHICLE PURCHASE WITH FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS**

GENERAL. The following terms, conditions, and specifications shall apply to the purchase of FTA funded passenger vehicles by the Nebraska Department of Roads.

ROYALTIES AND LICENSE FEES. The Contractor shall pay all royalties and license fees. He shall defend at his own cost all suits or claims for infringements of any patent rights, shall pay all awards of damages and all settlement agreements, and shall indemnify and save the U.S. Department of Transportation (DOT), the State of Nebraska, and the recipient agency to which the Nebraska Department of Roads delivers the vehicle(s) harmless from any loss on account of any such infringement, suit or claim.

FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND AMERICAN WITH DISABILITIES ACT (ADA). The vehicles shall conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS), Title 49 CFR Part 38, Subpart B ADA specs for Transportation Vehicles as established by DOT (complete and submit certification). It shall also meet all applicable requirements of the Occupational Safety and Health Administration and of the Environmental Protection Agency. Failure of these specifications to identify explicitly each such regulation shall not relieve the Contractor of the responsibility for compliance.

NO OBLIGATION BY THE FEDERAL GOVERNMENT. The purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, and amended August 4, 1998 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.

CIVIL RIGHTS. The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No.11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal Statues, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with Section 102 of the Americans with Disabilities Act, as amended, U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

Instructions for Certification

By signing and submitting this bid, the prospective lower tier participant certifies to the following:

A. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the State may pursue available remedies, including suspension and/or debarment.

B. The prospective lower tier participant shall provide immediate written notice to the State if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the State for assistance in obtaining a copy of those regulations.

D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the State.

E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

G. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

H. Except for transactions authorized under paragraph D of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the State may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”

(1) [The prospective lower tier participant certifies, by submission of this bid or proposal,] that neither it nor its “principals” [as defined at 49 C.F.R. 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ENERGY CONSERVATION REQUIREMENTS.

By signing and submitting this bid, the prospective lower tier participant certifies that it will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS.

By signing and submitting this bid, the prospective lower tier participant certifies that it will comply with all applicable standards, orders or regulations issued to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN AIR REQUIREMENTS.

By signing and submitting this bid, the prospective lower tier participant certifies that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS. The Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and cost of final assembly.

(2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS.

Complete the Buy America Certification.

RESTRICTIONS ON LOBBYING. The certification on Lobbying must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

BUY AMERICA. The contractor agrees to comply with 49 U.S.C. 5323 (j)(2)(C) and 49 CFR Part 661.11 Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The certification on page 16 and 18 must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

DISADVANTAGED BUSINESS ENTERPRISES (DBE). In accordance with Title 49 of the Code of Federal Regulations, Part 26, Subpart C, Section 26.49 Special Provisions for Transit Vehicle Manufacturers, it is a requirement that each vehicle manufacturer must certify compliance with this section as a condition of authorization to bid on transit vehicle purchases, which are utilizing Federal Transit Administration funds. The regulation provides that the Transit Vehicle Manufacturer will certify that:

- 1) They have submitted annual overall DBE goals to FTA; and that,
- 2) FTA has either approved their overall goals, or that FTA has not disapproved their overall goals.

The Disadvantaged Business Enterprises Certification must be signed by a legally authorized representative of the bidder's firm and returned with the bid. A Vehicle Manufacturer failing to make this certification is considered non-responsive and cannot be awarded the contract.

Pre-Award, Post-Delivery and Buy America Certifications

PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS. The Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying **either compliance or non-compliance** with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and cost of final assembly.

BUY AMERICA. The contractor agrees to comply with 49 U.S.C. 5323 (j)(2)(C) and 49 CFR Part 661.11 Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Buy America certification on the following page must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

Date: _____

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name and Title of Contractor's Authorized Official: _____

Buy America

Complete either Compliance OR Non-Compliance section:

Certificate of Compliance With 49 U.S.C. 5323(j)(2)(C).

The bidder hereby certifies that it will comply with the requirements of Section of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date: _____

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name and Title of Contractor's Authorized Official: _____

OR

Certificate for Non-Compliance With 49 U.S.C. 5323(j)(2)(C)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR, 661.7.

Date: _____

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name and Title of Contractor's Authorized Official: _____

CERTIFICATION REGARDING LOBBYING

The undersigned {Contractor} certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds or other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Date: _____

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name and Title of Contractor's Authorized Official: _____

DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION

The following certification must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

The Bidder certifies that the transit vehicle(s) to be provided under this quotation will be provided by a manufacturer which is in compliance with Special Provisions for Transit Vehicle Manufacturers, Title 49 of the Code of Federal Regulations, Part 26, Subpart C, Section 26.49.

Date: _____

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name and Title of Contractor's Authorized Official: _____

FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

I, _____ certify that the vehicle bid will meet all
(Printed Name of Vendor/Agent)
appropriate Federal Motor Vehicle Safety Standards.

Signature of Contractor's Authorized Official

Date