

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	9/19/14	Page	1 of 4
Solicitation Number	4826 OF		
Opening Date and Time	10/17/14	2:00 pm	
Buyer	KRISTI KLING (AS)		

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

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

____ NEBRASKA CONTRACTOR 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.

Contract to supply and deliver a Gasboy Islander Plus Fuel System to the State of Nebraska as per the attached specifications for an eighteen (18) month period from date of award. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

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 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.

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 _____

Enter Contact Information Below

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

VENDOR# _____
VENDOR: _____
Address: _____

Contact _____
Telephone _____
Facsimile _____
Email _____

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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.

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

(09/19/2014 ked)

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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>

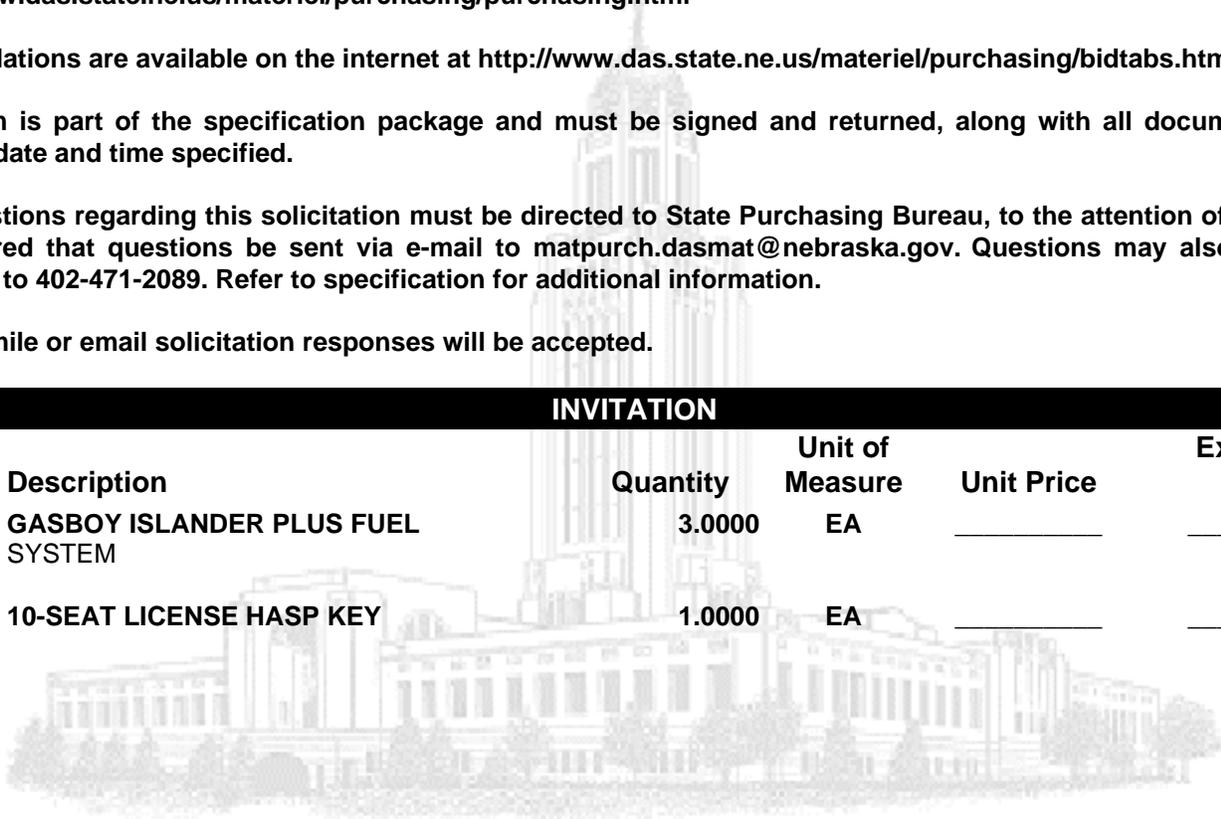
This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

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	GASBOY ISLANDER PLUS FUEL SYSTEM	3.0000	EA	_____	_____
2	10-SEAT LICENSE HASP KEY	1.0000	EA	_____	_____



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/>

**STATE OF NEBRASKA
STATE PURCHASING BUREAU**

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	Sept. 19, 2014
2	Voluntary Walk Thru District 2 – Omaha Maintenance Yard 4425 So. 108 th St., Omaha, NE 68145	Sept. 26, 2014 10:00 AM Central Time
3	Voluntary Walk Thru District 1 – Lincoln Maintenance Yard 302 Superior St., Lincoln, NE 68521	Sept. 26, 2014 2:00 PM Central Time
4	Voluntary Walk Thru District 4 – Grand Island Maintenance Yard 3305 W Old Potash Hwy, Grand Island, NE 68802	Sept. 29, 2014 10:30 AM Central Time
5	Last Day to Submit Written Questions	Oct. 3, 2014
6	State responds to written questions through Request for Proposal “Addendum” and/or “Amendment” to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	Oct. 8, 2014
7	Proposal opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	October 17, 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 4826 OF; Gasboy Islander Plus Fuel System”. It is preferred that questions be sent via email 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 Kristi Kling, showing the total number of pages transmitted, and clearly marked “ITB Number 4826 OF; Gasboy Islander Plus Fuel System”.

Written answers will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

STATE OF NEBRASKA: Commodity Contract

Gasboy Islander Plus Fuel System Specifications 4826 OF

SCOPE

It is the intent of this bid invitation to establish a contract to provide all labor, equipment, tools, materials, and all required permits for the replacement, installation, and upgrade of new **Gasboy Islander Plus Fuel Systems** to three (3) Nebraska Department of Roads (NDOR) locations upon request per the attached terms, conditions and specifications from date of award for a period of 18 months, beginning from date of contract award. 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 parts for satisfactory operation shall be furnished whether or not they are 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.

PRODUCT DESCRIPTION

NDOR seeks to purchase three automated Gasboy Islander Plus Fuel Management Systems, which includes but is not limited to, data entry terminals and site controller at the three existing sites. This system must be fully compatible with all sites. Used, demonstrator, prototype, or discontinued equipment is not acceptable. NDOR will use existing fuel tanks. Contractor will be responsible for piping which will need to be disconnected and replaced, and will require a certified closure individual. NDOR has three (3) fuel types: gasohol, diesel and E85 (Omaha – gasohol and diesel only).

VOLUNTARY SITE VISIT/WALK THROUGH

A voluntary site visit and walk through will be held at each location as listed in schedule of events above.

Bidders have an opportunity to ask questions at the visit to assist in the clarification and understanding of the bid requirements. NDOR will make every reasonable attempt to answer those questions before the end of the visit. Verbal responses provided during the visit shall not be binding on NDOR or the State. Bidders attending may submit further questions in writing by the date shown in the Schedule of Events.

Written answers to written questions along with a list of attendees will be provided through an addendum to be posted on the internet at: <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

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.

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 ninety [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.

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, and may include multiple awards.

AMENDMENT

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

REVISIONS

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

ASSIGNMENT OF CONTRACT

The vendor will not assign, transfer or sub-contract any portion of this contract.

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.

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.

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.

PRICES

Price quoted shall be unit price and shall be firm for one (1) year from date of award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

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 and for the duration of the contract with no additional charges for shipping or restocking.

SUBSTITUTIONS

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

INVOICES

An itemized invoice, including the ordering agency name, purchase order number, product description, unit cost, extension and total charges, will be sent to the NDOR Operations Division, 5001 So. 14th St, Lincoln, NE 68512 or emailed directly to brandy.henke@nebraska.gov. Invoices shall be sent to NDOR within thirty (30) days after delivery or pick-up of material. Discrepancies on invoices will be corrected to the State's satisfaction with fifteen (15) days.

PAYMENT

Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within forty-five (45) days of receipt of service or invoice, whichever is received later. Payment will be made by NDOR 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.

CUSTOMER SERVICE

The vendor shall list the name and phone number of the customer service representative who will be assigned to service the State of Nebraska's account:

Customer Service Representative: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

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.

Gasboy Islander Plus Fuel System Bidder Instructions 4826 OF

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.

YES	NO	NO & PROVIDE ALTERNATIVE	1. GENERAL REQUIREMENTS
			A. System must be Gasboy Islander PLUS Fuel System.
			B. Vendor shall provide 10-seat license hasp key for Fleet Head Office version 6.4.46.002.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. SITE CONTROLLER SYSTEM DESCRIPTION
			A. See Attachment 1, Section 4.0, for specifications.
			B. The site controller shall have a Linux based embedded hardware platform designed to survive the harsh gas station environment.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. SITE CONTROLLER – Physical, Electrical & Environmental Components
			A. See Attachment 2 for technical specifications.

			B. Units bid shall be the 8-pump model and specifications.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. PUMP PEDESTAL
			A. See Attachment 1, Section 4.3 for specifications.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. HOST SOFTWARE – FLEET HEAD OFFICE (FHO)
			A. See Attachment 1, Section 10.1 for specifications.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. CUSTOM REPORTS
			A. See Attachment 1, Section 11.4 for specifications.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. CARD PROCESSING
			A. Card type: Voyager fleet fuel. Networks must be compatible with fleet fuel cards and the fleet fuel cards' financial institution.
			B. Identify accepted fleet cards for the system specified.
			C. Communication mode: TCPIP.
			D. Fire and forget: allows one (1) sale to go for authorization while another sale is processed.

			E. Fuel allocation: controls disbursements for proprietary cards.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. QUALITY ASSURANCE – Automated Fueling System
			A. Provide materials, perform work and install materials in strict accordance with the latest requirements of:
			1) Underwriters Laboratories Inc. (U/L or UL).
			2) National Electric Code (NEC) or National Fire Protection Association (NFPA).
			3) Other applicable codes and standards of NFPA.
			4) Factory Manual System (FM).
			5) American National Standards Institute (ANSI).
			6) Occupational Safety and Health Act (OSHA).
			7) Federal and State laws, ordinances, rules and regulations of authorities having jurisdiction.
			B. In case of conflict or disagreement between codes, laws, ordinances, rules and regulations or within either document itself, the more stringent conditions shall govern.
			C. Use electrical materials approved by Underwriters Laboratories, Inc. (U/L) and bearing the UL label.
			1) Site controller shall work in Online and Offline modes; in case of communication failure with FHO, the system will continue to work offline with limits and restrictions. When communication is established again, the system shall synchronize data automatically.
			2) The site controller shall include fuel management software for reconciliation reports.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	9. ELECTRICAL WORK – Automated Fueling System
			A. Codes and standards – the work shall be performed by competent vendor/craftsperson(s) and shall conform to all applicable sections of current adopted editions of the

codes and standards listed below:			
			1) Safety & Health Regulations for Construction.
			2) Occupational Safety and Health Standards (OSHA).
			3) National Electric Code (NEC), latest edition.
			4) National Electric Code (NEC), Article 501.
			5) National Electric Code (NEC), Article 514.
			6) American National Standards Institute (ANSI).
			7) National Fire Protection Association (NFPA).
			8) State and Local Codes.
			B. Permits – all permits, licenses, inspections, and arrangements required for the work shall be obtained by this contractor at their expense. This includes, but is not limited to, those listed in the following statements:
			1) If required, the contractor shall notify the Deputy Fire Marshal and the Nebraska Department of Roads at least 72 hours prior to work on the system. A certified closure individual (CCI) shall be present at all times when piping is disconnected. The CCI will take the necessary samples onsite and prepare a closure assessment report (CAR). The CAR will be sent to the State Fire Marshal within the time indicated on the permit to close. A copy of the CAR will be furnished to NDOR. NDOR will sign the CAR as owner/operator of the system.
			2) The installation of new pipes and/or dispensers shall be performed by a <u>certified contractor</u> that has obtained necessary permits from the State Fire Marshal.
			C. Conduits shall be hot-dipped galvanized rigid steel or IMC buried a minimum of 24". All connections shall be of the threaded type. Unions shall be all steel explosive proof. Appleton UNF75NR or equal. Aluminum or Die Cast Fittings will not be accepted. Headless fittings of any type shall not be used.
			D. Conductors types shall be of the following types, unless otherwise indicated: THHN/THWN #14 and larger; THWN for conductors smaller than #14. All conductors shall be stranded. Solid wire will not be accepted.
			E. Grounding – provide a #12 green grounding electrode conductor in all conduits. Bond this wire at each end of the conduit. Do not use conduit for grounding.

			F. Conduct all necessary tests to insure that the entire installation is free from improper grounds and from shorted and/or open circuits. All wires shall be tested with a 500-volt megohm meter between conductor and ground before any connection is made. All wires showing resistance readings above 10 megohms shall be replaced.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	10. INSTALLATION				
			<p>A. Automated Fueling System to be installed at:</p> <table border="0"> <tr> <td>Superior St Yard 302 Superior Street Lincoln, NE 68521</td> <td>Omaha Yard 4425 S. 108th Street Omaha, NE 68145</td> </tr> <tr> <td>Grand Island Yard 3305 W Old Potash Hwy Grand Island, NE 68802</td> <td></td> </tr> </table>	Superior St Yard 302 Superior Street Lincoln, NE 68521	Omaha Yard 4425 S. 108 th Street Omaha, NE 68145	Grand Island Yard 3305 W Old Potash Hwy Grand Island, NE 68802	
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			B. The contractor will install and provide electricity to all items as per the manufacturer's instructions.				
			C. The system, when installed, will be complete and ready for operation.				
			D. The system, including all parts utilized, will be current production, new and unused.				
			E. All items are to be shipped FOB Destination. The Gasboy Islander Plus System is to be installed, calibrated, and operational within 60 days of issuance of purchase order. Upon completion of installation, the system will be fully functional and ready for use. The contractor shall coordinate with the Operations Fuel Manager regarding start dates for each location.				
			F. Bid price to include any and all hardware, software, freight, any sub-contracted services, setup, additional parts, permits, accessories and labor required for installation and disposal of replaced equipment and materials, as well as calibration of the automatic fuel system.				
			G. Bid price to include any and all costs for parts and labor for wiring installations and/or modifications to existing NDOR structures.				
			H. The NDOR fueling site will be prepared for the system upgrade prior to disabling the existing fueling system.				
			I. The new card reader equipment will be in the middle portion of the NDOR pump island.				

			J. Contractor shall be responsible for application and award of all required permits related to this project. Permits shall include, but are not limited to.
			1) Nebraska State Fire Marshal Fuels Division permits.
			2) Nebraska State Electrical permits.
			K. Contractor shall comply with all applicable codes.
			L. Contractor shall provide construction and technical drawings and documents (as required) to provide necessary information to authorities having jurisdiction for the application of permits.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	11. CONTRACTOR TECHNICAL SERVICE SUPPORT
			A. The purchase of the Islander Plus, SiteOmat and Hasp Key shall include local service and technical support for both warranty and on-call service requests, available 24 hours per day, 7 days per week, 365 days a year.
			B. GasBoy shall make available a 1-800 number for NDOR staff to speak with a customer service representative or schedule a service call for a technician. Phone number: _____
			C. Qualified technicians shall make on-site visits for on-call service requests. The on-site visits will be within twenty-four (24) hours after receipt of the request. If delays are anticipated, vendor will contact Fuel Manager to determine when a technician will be able to be on-site.
			D. All service or repairs shall be by an authorized factory service technician.
			E. Any travel, labor or hardware costs incurred as part of this support shall be at the Contractor's expense, at no charge to NDOR.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	12. CONTRACTOR SOFTWARE SERVICE SUPPORT
			A. First year support shall be included as part of the initial purchase of the Annual Software Agreement for both Fleet Head Office and SiteOmat. Bid price to include required first year Annual Software Support Agreement for each location.
			B. With a current license, NDOR shall receive the most current version as features, functions, and updates are released.
			C. Software support beyond one (1) year shall follow the rates as listed: \$198 for one (1) site \$473 for five (5) sites \$1,103 for ten (10) sites
			D. First year support shall be included as part of the initial purchase of the Islander Plus software and NDOR shall be entitled to upgrades at no additional cost to the Department.
			E. Islander Plus software support beyond one (1) year shall be \$525 for one (1) site and may include adjusted rates for multiple sites.
			F. Any supplementary costs included as part of this support shall be at the Contractor's expense, at no charge to NDOR.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	13. ADDITIONAL CONTRACTOR EXPECTATIONS
			A. Contractor shall provide training of new fuel system upon request, at no additional cost to NDOR or the State.
			B. Contractor shall install all proper and required decals for use on the new fuel system.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	14. WARRANTY
			<p>A. All parts and equipment are guaranteed by the bidder to be new, unused, free of defects, and are to meet or exceed all manufacturer specifications for systems or individual components available for sale to the general public. Manufacturer or factory seconds or items previously installed at other locations are not acceptable.</p>
			<p>B. Warranty shall cover all parts, shipping charges, service calls, mileage fees, diagnostic fees, labor and materials for a minimum of two (2) years from date of post-installation, and post-calibration acceptance of operational system by the District Mechanic: Doug Shultz – Superior St Lincoln, Bud Van Cleve – Omaha, or Jim Klanceky – Grand Island.</p> <p>Specify length of warranty if it exceeds two (2) Years:_____</p>
			<p>C. Warranties may be required prior to an award. Please include warranties with the bid documents. If warranties are not included with the bid, the vendor will be required to submit requested warranties within three (3) business days of a written request. Failure to submit requested warranties may be grounds to reject the bid.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	15. SECRETARY OF STATE REGISTRATION REQUIREMENTS
			<p>*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 ninety [90] days) valid Certificate of Good Standing or Letter of Good Standing.</p>
			<p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p>
			<p>B. Bidder is a GENERAL PARTNERSHIP (in which case, no Let Letter of Good Standing/Certificate of Good Standing is required)</p>
			<p>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.</p>

			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	16. PRICING
			A. Pricing to remain firm for one (1) year from date of award.
			B. For any price adjustment request after the initial contract period, thirty (30) days advance notice will to be given to State Purchasing Bureau (SPB). SPB may request additional supporting documentation from supplier as outlined under the "Price" Section of this Invitation to Bid.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	11. BID COMPLIANCE
			A. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.
NOTES/COMMENTS:			

END OF SPECIFICATIONS