

State of Nebraska - INVITATION TO BID ONE TIME PURCHASE

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

| | | | |
|------------------------------|-----------------|-------------|--------|
| Date | 4/23/15 | Page | 1 of 5 |
| Solicitation Number | 5002 OF | | |
| Opening Date and Time | 05/12/15 | 2:00 PM | |
| Buyer | RENE BOTTS (AS) | | |

DESTINATION OF GOODS

**DEPT OF ROADS
5001 S 14TH ST
PO BOX 94759
LINCOLN NE 68509-4759**

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.

One Time Purchase to supply and deliver Tracked Excavator to the State of Nebraska as per the attached specifications.

A response to this Solicitation is subject to, but not limited to, the Standard Terms and Conditions. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU' S WEBSITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE. <<http://das.nebraska.gov/materiel/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 as.materielpurchasing@nebraska.gov <<mailto:as.materielpurchasing@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 on bids \$25,000 and over.

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>>

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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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 this 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 required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Proprietary Information - Data contained in the Invitation to Bid response and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the Invitation to Bid. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of Proprietary Information contained within Nebraska's Public Records Statutes. All Proprietary Information the bidder wishes the state to withhold must be submitted in a sealed package, which is separate from the remainder of the bid response. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Invitation to Bid response as proprietary. Bidders cost may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

Once bids 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.

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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.

(bl 04/23/15)

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 on bids \$25,000 and over.

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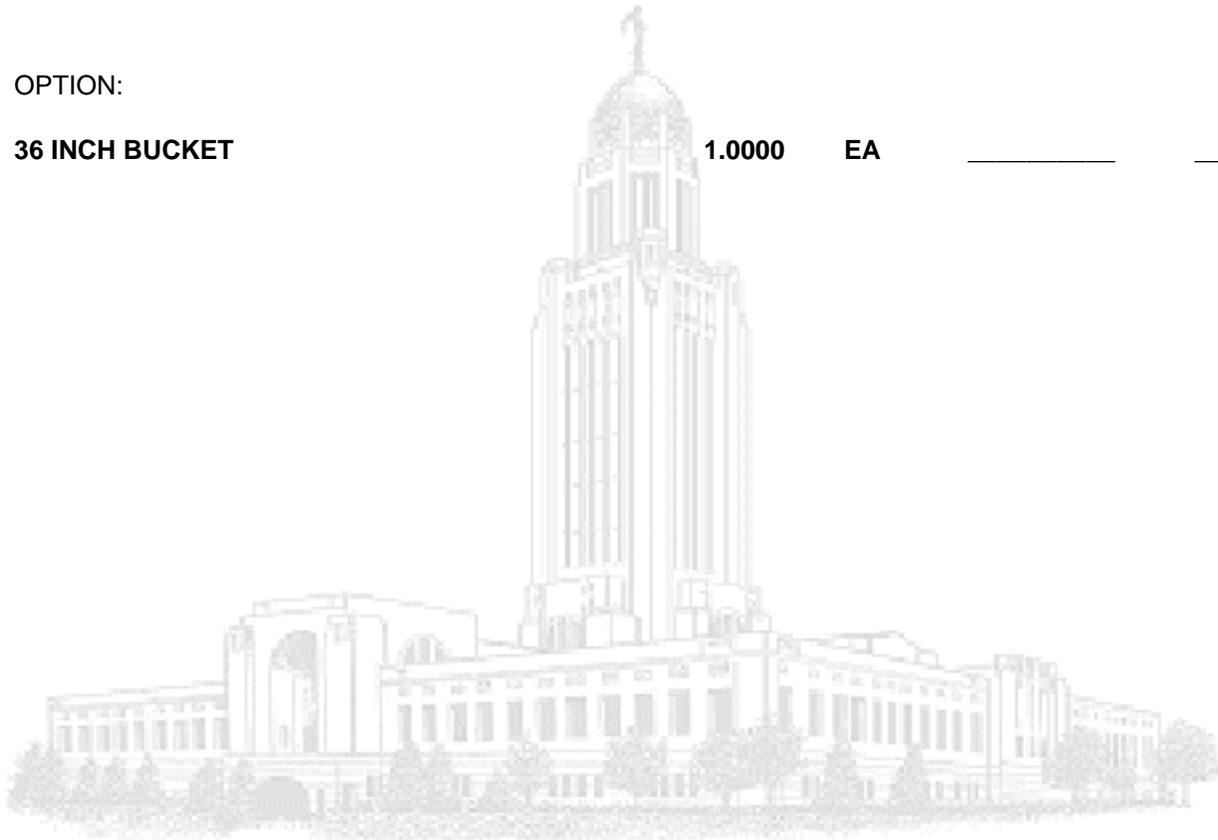
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INVITATION

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|-------------------|----------|-----------------|------------|----------------|
| 1 | TRACKED EXCAVATOR | 1.0000 | EA | _____ | _____ |
| | OPTION: | | | | |
| 2 | 36 INCH BUCKET | 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.

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 | April 23, 2015 |
| 2 | Last Day to Submit Written Questions | May 1, 2015 |
| 3 | State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/materiel/purchasing.html | May 5, 2015 |
| 4 | Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508 | May 12, 2015 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 5002 OF; Tracked Excavator". 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 René A. Botts, showing the total number of pages transmitted, and clearly marked "ITB Number 5002 OF; Tracked Excavator".

Written answers 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.

STATE OF NEBRASKA: Commodity, One-Time Purchase

Tracked Excavator Specifications 5002 OF

SCOPE

It is the intent of this Invitation to Bid (ITB) to solicit competitive bids to procure a Tracked Excavator per the attached specifications as a one-time purchase.

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 Tracked Excavator 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.

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 purchase order 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.

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 purchase order 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.

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 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. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. 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.

GRAY MARKET PRODUCTS PROHIBITION

The State of Nebraska will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

AUTHORIZED DEALER AND WARRANTY

To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State Purchasing Bureau within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.

WARRANTY

Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the contractor. Defective parts or those damaged in shipment must be replaced by the contractor at no charge to the State of Nebraska. The manufacturer's standard warranty shall apply and be in effect for at least one year from the date the equipment was placed in service.

SUBSTITUTIONS

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

DELIVERY

Delivery is to be between 9:00 AM and 3:00 PM (CST), Monday through Friday (excluding State holidays and/or as otherwise directed) to 5001 South 14th Street, Lincoln, NE.

The Department of Roads requires 24-hour advance notice of delivery to Fleet Management at (402) 479-4319 or 4323. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the contractor will immediately notify the buyer at the Department of Roads of the expected delivery date. The order may be canceled if the delivery date is unsatisfactory, and the State may procure item(s) from other sources and the contractor may be held responsible for any/all excess cost. Deliveries quoted beyond 120 days may be an award consideration.

At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

ORDERS

Order 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.

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.

**Tracked Excavator
Bidder Instructions
5002 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. 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. |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 2. PRICE |
|-----|----|--------------------------|--|
| | | | Price quoted shall be unit price and shall be firm for ninety (90) days 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. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase |

| | | |
|------------------------------------|--|--|
| | | <p>must be submitted in writing to the State Purchasing Bureau a minimum of 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.</p> |
| Description (as applicable) | | |
| NOTES/COMMENTS: | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 3. ENGINE |
|-----|----|--------------------------|--|
| | | | A. Diesel minimum 158 net horsepower. |
| | | | 1. Tier 4 or Tier 4i required. |
| | | | 2. 6 cylinder. |
| | | | B. Dry type air cleaner required. |
| | | | C. Spin on fuel and oil filters. |
| | | | D. Cold starting aid with cartridge, glow plugs or equivalent. |
| | | | E. Electrical system to be twenty four volt. |
| | | | F. Engine to be equipped with electric starter, alternator, battery, governor, muffler, oil filter, fuel gauge, oil pressure gauge or indicator, temperature gauge, voltmeter or ammeter or alternator indicator and hourmeter. These may be displayed through the monitor system. |
| | | | G. Ethylene glycol base antifreeze protection to minimum 34 degrees below Fahrenheit required for water-cooled engines. |
| | | | H. Auto idle if available from manufacturer. |
| | | | I. Auto shutdown if available from manufacturer. |
| | | | J. Cooling on demand if available from manufacturer. |
| | | | K. A 120 volt AC block heater with a sturdily-mounted, male receptacle with cover that is conveniently located will be furnished. |

| | | | |
|------------------------------------|--|--|--|
| | | | L. Master electrical disconnect. |
| | | | M. Engine oil off-level capacity minimum 35 degrees. |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 4. HYDRAULICS |
|------------------------------------|----|--------------------------|--|
| | | | A. Hydraulic main flow minimum 110 gpm. |
| | | | B. Maximum pressure travel circuit 5,400 psi. |
| | | | C. Maximum pressure swing circuit 5,000 psi. |
| | | | D. Maximum relief boost pressure 5,550 psi. |
| | | | E. System to have a minimum of two pumps. |
| | | | F. Minimum hydraulic tank capacity 34 gallons. Please state capacity_____ |
| | | | G. Control circuits available for attachments, allowing for operation of high and medium pressure tools. |
| | | | H. Hydraulic cylinder snubbers shall available to cushion shocks. |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 5. SWING SYSTEM |
|------------------------------------|----|--------------------------|--|
| | | | A. Swing speed to be a minimum of 11 rpm. |
| | | | B. Swing torque to be a minimum of 45,500 lb-ft. |
| Description (as applicable) | | | |

NOTES/COMMENTS:

| YES | NO | NO & PROVIDE ALTERNATIVE | 6. OPERATING WEIGHT |
|-----------------------------|----|--------------------------|---|
| | | | A. Minimum operating weight of 50,000 pounds. |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 7. POWER TRAIN/TRANSMISSION |
|-----------------------------|----|--------------------------|---|
| | | | A. Maximum travel speed to be at least 3.4 mph. |
| | | | B. Minimum drawbar pull 41,100 pounds |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 8. UNDERCARRIAGE |
|-----------------------------|----|--------------------------|---|
| | | | A. Undercarriage length to be a minimum of 14'7". |
| | | | B. Track gauge 7'10". |
| | | | C. Width over standard track minimum 9'9". |
| | | | D. Ground clearance shall be minimum 17 inches. |
| | | | E. Minimum of 8 lower rollers per side. |
| | | | F. Minimum of 2 carrier rollers per side. |
| | | | G. Minimum track pad width of 31 inches. |
| | | | H. Gradeability 70%. |
| | | | I. Track adjustment to be hydraulic. |
| Description (as applicable) | | | |

NOTES/COMMENTS:

| YES | NO | NO & PROVIDE ALTERNATIVE | 9. CAB |
|-----|----|--------------------------|--|
| | | | A. Fully enclosed ROPS cab. |
| | | | B. The cab shall have Falling Object Guard protection if available from manufacturer. |
| | | | C. Variable speed heater system with defrost. |
| | | | D. Air conditioner with climate control. |
| | | | 1. Climate control air filter shall be accessible from the outside. |
| | | | E. Suspension seat with adjustments and retractable seat belt. |
| | | | F. Windshield wiper with washer. |
| | | | G. Rear view camera if available from manufacturer. |
| | | | H. AM/FM radio with speakers. |
| | | | I. Backup alarm and horn. |
| | | | J. Tinted glass. |
| | | | K. Cab shall have a 12 volt cell phone outlet. |
| | | | L. Monitor system to include but not limited to the following: |
| | | | 1. Capable of displaying information in different languages. |
| | | | 2. Maintenance and service interval information on engine oil and filter, hydraulic oil and filter and air cleaner filter. |
| | | | 3. Capable of showing diagnostic information including error messages, fault codes and system operating information. |
| | | | M. Same key to operate ignition and all other locks if possible. |
| | | | N. Anti-vandalism package if available from manufacturer. |

Description (as applicable)

NOTES/COMMENTS:

| YES | NO | NO & PROVIDE ALTERNATIVE | 10. PERFORMANCE |
|-----|----|--------------------------|---|
| | | | A. Minimum arm length 9 ft 6 inches. |
| | | | B. Minimum dig depth with 8' flat bottom 20'11" |
| | | | C. Minimum reach at ground level 31' |
| | | | D. Minimum dig depth vertical wall 19'0" |

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| | | | E. Minimum bucket digging force 29,700 |
| | | | F. Minimum lift capacity at 20' over the front at ground level 15,000 pounds. |
| | | | G. Minimum lift capacity at 20' over the side at ground level 9,000 pounds. |
| | | | H. Minimum lift capacity at 25' over the front at ground level 10,600 pounds. |
| | | | I. Minimum lift capacity at 25' over the side at ground level 6,300 pounds. |
| | | | J. Maximum tail swing radius 9'8". |
| | | | K. Minimum counter weight 9,000 pounds. Please state counter weight provided. _____ |
| | | | L. Bucket size to be approximately 48". Please state what is provided. _____ |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 11. BRAKES |
|------------------------------------|----|--------------------------|--|
| | | | A. Brakes should be spring applied, hydraulically released. Please state what is to be provided. _____ |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 12. DIMENSIONS |
|------------------------------------|----|--------------------------|--|
| | | | A. Transport length to be between 31 to 32 feet. |
| | | | B. Transport height to be between 9'6" to 10'4" |
| | | | C. Transport width to be between 9'10" to 10'6" |
| Description (as applicable) | | | |

NOTES/COMMENTS:

| YES | NO | NO & PROVIDE ALTERNATIVE | 13. MANUALS |
|------------------------------------|----|--------------------------|---|
| | | | A. Operator's manual must accompany each unit when delivered. |
| | | | B. Engine repair manual required for each unit delivered. |
| | | | C. Engine parts manual required for each unit delivered. |
| | | | D. Excavator repair manual required for each unit delivered. |
| | | | E. Excavator parts manual required for each unit delivered. |
| | | | F. Manuals may be paper or furnished free of charge on line. |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 14. RADIO FREQUENCY SHIELDING – Caution!! |
|-----|----|--------------------------|--|
| | | | A. The chassis and/or installed components and equipment shall be compatible with use of NDOR mobile and/or two-way communication devices. Main communication radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply including low band, high band, UHF and VHF. |
| | | | B. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility. |
| | | | C. NDOR will conduct testing of radio/two-way when installed in chassis. NDOR will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment. Vendor shall be required to work with NDOR personnel to reduce interference level to a point acceptable to NDOR normal radio operating parameters. Vendor shall have 30 days to resolve RFI issue. |
| | | | D. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If NDOR and vendor cannot resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE |

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| | | | and/or ISO Standards which were current at date of bid. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing. |
| | | | E. If after testing NDOR and/or accredited lab, the vendor is unable or unwilling to incur the cost and correct the RFI issue to the satisfaction of NDOR, ORDER WILL BE CANCELED. |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 15. MISCELLANEOUS |
|------------------------------------|----|--------------------------|--|
| | | | A. The bidder's will submit with their proposal a list of any special tools they will furnish with each machine. |
| | | | B. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable. |
| | | | C. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility of the manufacturer and/or the successful bidder to warrant to the State of Nebraska, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay. |
| | | | D. Dealer pre-delivery service required. |
| | | | E. Color – Manufacturer's standard color. Unit will be primed prior to final coat. |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 16. WARRANTY |
|-----|----|--------------------------|--|
| | | | A. Manufacturer's usual warranty shall apply, and shall be in effect for at least one year from the date the equipment was placed in service by the Department of Roads. |
| | | | B. BIDDERS WILL SUPPLY WARRANTY INFORMATION WITH PROPOSAL. |
| | | | C. Warranty work shall be performed within the State of |

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|------------------------------------|--|--|---|
| | | | Nebraska. |
| | | | D. If machine cannot be repaired within thirty (30), a comparable loaner machine will be furnished at no cost during the warranty period. |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 17. TRAINING |
|------------------------------------|----|--------------------------|---|
| | | | A. Minimum of four hours per excavator at Grand Island, Nebraska by a factory trained representative in the operation and maintenance of excavator. |
| | | | B. Fleet Management will contact successful bidder on schedule and places for this training. |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 18. SPECIFICATION FORM(S) |
|------------------------------------|----|--------------------------|---|
| | | | A. Specification form(s) will be supplied by Department of Roads to the awarded contractor after a purchase order has been issued. The awarded contractor will be required to complete specification form to the fullest extent possible for each unit and must accompany each unit when delivered. |
| | | | B. If vendor does not properly complete form for each unit, a sum of \$250.00 per unit will be deducted from purchase order total. |
| Description (as applicable) | | | |
| NOTES/COMMENTS: | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | <p>19. 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.</p> |
|-------------------------------|----|--------------------------|---|
| | | | <p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required). If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <ol style="list-style-type: none"> 1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/materiel/purchasing.html . <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <ol style="list-style-type: none"> 2. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108. |
| | | | <p>B. Bidder is a GENERAL PARTNERSHIP (in which case, no 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> |
| | | | <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.</p> |
| <p>NOTES/COMMENTS:</p> | | | |

| YES | NO | NO & PROVIDE ALTERNATIVE | 20. BID COMPLIANCE |
|------------------------|----|--------------------------|--|
| | | | A. Specifications have been fully read and fully understood. Any exceptions have been written on the bid or attached. |
| NOTES/COMMENTS: | | | |