

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	5/14/15	Page	1 of 5
Solicitation Number	5032 OF		
Opening Date and Time	06/02/15	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

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

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

____ NEBRASKA CONTRACTOR 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 TRUCK CHASSIS MINIMUM 32,000 GVWR WITH SIGN/CRANE EQUIPMENT to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

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:

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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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.

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,

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the following will need to be submitted by the vendor within 10 business days of request:

- Documentation from the United States Armed Forces confirming service,
- Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- 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
- 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 05/13/15)

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.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	TRUCK CHASSIS MIN 32,000 GVWR W/SIGN/CRANE EQUIPMENT	2.0000	EA	_____	_____

Installation of Sign/Crane Equipment should be done by Sign/Crane Company if at all possible. Truck chassis personnel should have truck drop shipped to factory for installation.

Make: _____

Model: _____

GVWR: _____

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Engine Make: _____				
	Engine Model: _____				
	Make of Sign/Crane Equipment: _____				
	Vendor should indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall be made only as indicated; there will be no exceptions.				
	Company Name/Entity: _____				
	Address: _____				

	Phone: _____				
	OPTIONS:				
	The options shall meet or exceed the following requirements which are exceptions to specifications. Bids must be furnished if available for below list and not included as standard equipment or required in main part of this specification.				
2	12 INCH SECTION OF FLIGHTING OPTION	2.0000	EA	_____	_____
3	18 INCH SECTION OF FLIGHTING OPTION	2.0000	EA	_____	_____
4	GENERATOR/WELDER OPTION	2.0000	EA	_____	_____
5	HYDRAULIC WINCH OPTION	2.0000	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	May 14, 2015
2	Last Day to Submit Written Questions	May 20, 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 22, 2015
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	June 2, 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 5032 OF; TRUCK CHASSIS MINIMUM 32,000 GVWR WITH SIGN/CRANE EQUIPMENT". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Dianna Gilliland, showing the total number of pages transmitted, and clearly marked "ITB Number 5032 OF; TRUCK CHASSIS MINIMUM 32,000 GVWR WITH SIGN/CRANE EQUIPMENT".

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 Contract**TRUCK CHASSIS MINIMUM 32,000 GVWR WITH SIGN/CRANE
EQUIPMENT
Specifications
5032 OF**

B11B-15

EAMS-B11

SCOPE

It is the intent of this bid invitation to establish a contract to supply TRUCK CHASSIS MINIMUM 32,000 GVWR WITH SIGN/CRANE EQUIPMENT per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the TRUCK CHASSIS MINIMUM 32,000 GVWR WITH SIGN/CRANE EQUIPMENT 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 contract may be awarded item-by-item, group of items, or total, to best

serve the interest of the State of Nebraska. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

SECRETARY OF STATE

Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

AWARD

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

AMENDMENT

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

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 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.

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 hundred eighty (180) 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 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.

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.

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.

MOTOR VEHICLE INDUSTRIES REGULATION ACT

All bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid. Bids will only be accepted from bidders who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.

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.

ANNUAL USAGE

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

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).

Units are to be bid F.O.B. Destination for delivery at 5001 South 14th Street, Lincoln, Nebraska.

The Nebraska Department of Roads (NDOR) 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 Nebraska Department of Roads (NDOR) 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 60 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. Deliveries must be clearly marked with the purchase order number.

ORDERS

The ordering entity will submit their orders directly to the contractor on an as needed basis, using their own standard purchase order forms. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

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.

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. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

USAGE REPORT

Usage reports may be requested by the State Purchasing Bureau. The reporting period may be determined (monthly, quarterly, etc.) based on need. The vendor, upon request by State Purchasing Bureau, shall provide a usage report of this contract by state agencies. Information will include agency name, item, and dollar amount. Information shall be provided to the State Purchasing Bureau at the end of the contract period or upon renewal of the contract. Additional reports may be requested as the State Purchasing Bureau deems necessary.

**TRUCK CHASSIS MINIMUM 32,000 GVWR WITH SIGN/CRANE
EQUIPMENT
Bidder Instructions
5032 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
			<p>A. 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.</p>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRICE
			<p>A. Price quoted shall be unit price and shall be firm for one hundred eighty (180) 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 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</p>

			<p>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>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. BASIC SPECIFICATIONS
			A. Shall not be less than 32,000 pounds GVWR.
			B. Wheelbase shall be approximately 225 inches. Please state: _____
			C. Cab to axle distance of approximately 156 inches. Please state: _____
			D. After frame from center of axle approximately 100 inches. Please state: _____
			E. Back of cab to end of frame approximately 256 inches. Please state: _____
			F. Frame to be double channel design. Prefer full double frame but will accept model with double frame starting beneath cab and running to rear.
			G. Minimum section modulus of 24.
			H. Frame RBM (resisting bending movement) to be minimum 3,210,000 inch pounds.
			I. Front only bumper.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. TRANSMISSION
			A. Allison minimum six speed automatic transmission Model 3000RDS or 3500RDS. State model: _____
			B. Transmission oil temperature gauge on or near dash.

			C. Transmission to have dual PTO openings if required for body/crane hydraulic system.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. SHOCK ABSORBERS
			A. Manufacturer's recommended front shock absorbers for GVWR.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. AXLES OR SPRINGS
			A. I-Beam Front axle, with minimum capacity of 12,000 pounds. 1. OIL FILLED FRONT WHEEL HUBS REQUIRED.
			B. Single speed rear axle with differential by Eaton 21065D, Spicer J210-S or Rockwell RS-21-145 both mechanically locking type on rear. <u>Minimum</u> 21,000 pounds capacity.
			C. Ratio will be specified after order is written. 1. Adequate gear ratios must be available to achieve road speed of 70 MPH at governed engine RPM.
			D. Front springs <u>minimum</u> 12,000 pound capacity and rear springs minimum of 23,000 pound capacity; must comply with the manufacturer's GVWR.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. STEERING
			A. Manufacturer's recommended power steering.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. BRAKES
			A. Service brakes shall be four wheel, full air, with automatic slack adjusters.
			B. Two shoes per wheel with dust shields.
			C. Service brakes may be drum or disc type or combination thereof.

			D. A spring-loaded parking brake system designed to automatically apply parking brakes when pressure in main air reservoir drops below safe pressure with warning signal is required.
			E. The compressor shall be a single or two-stage water-cooled type with a <u>minimum</u> capacity of 12 CFM.
			F. Bendix AD-IP dryer and drain valves for all air tanks that must be conveniently operated from side of chassis are required, both of which may be dealer installed in not available by manufacturer.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	9. ENGINE
			A. Diesel, <u>minimum</u> 210 HP; actual displacement not less than 6.7 liter. NO OTHER ENGINE WILL BE ACCEPTABLE without written approval by the Nebraska Department of Roads (NDOR) prior to bid opening. State engine bid: _____
			1. Engine stated above in Section 9.A shall be certified compliant to EPA Standard and Rules for current model year of chassis at time of Bid.
			B. Muffler with vertical stack and heat shield, preferably on right hand side. Vertical stack must have elbowed 90-degree outlet that is of equivalent material and finish as stack, which may be dealer installed.
			C. Temperature controlled fan, variable-speed governor, fuel/water separator and coolant conditioner filter required.
			D. Engine to be equipped with 110 volt AC engine coolant heater; male receptacle with cover for electrical wire for engine heater is to be sturdily mounted.
			E. KBI Dieselmatic cartridge type or equivalent with warm engine cut off; O.E.M. Glow plugs, pre-heater or engine software controlled timing or fuel delivery systems also acceptable. Please provide type bid: _____
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	10. FILTERS
			A. Air cleaner – Replaceable dry type.
			B. Full flow, throw away type oil filter.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	11. COOLING
			A. Manufacturer's heaviest duty cooling capacity radiator.
			B. Ethylene glycol base antifreeze protection to 34 degrees (-34°) below zero Fahrenheit.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	12. FUEL TANK
			A. <u>Minimum</u> 75 gallons. Please state capacity _____ gallons.
			B. All fuel tank(s) of any type shall be regular accessory units. Please state type of fuel tank and location. _____

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	13. WHEELS
			A. Seven (7), 22.5 inch by <u>minimum</u> 8.25 inch, standard steel disc wheels with 10 studs hub piloted on 11-1/4 inch bolt circle; identical including color, interchangeable.
			B. Rear wheels and tires must be spaced to permit the use of tire chains.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	14. TIRES
			A. Seven (7), tubeless, steel belted radials, <u>minimum</u> 11R22.5 14 ply rating.
			B. Highway tread on front, traction tread on rears. All shall be the tire size normally furnished as original equipment by the truck manufacturer.
			C. Tires must be Goodyear, Firestone, Bridgestone, Michelin, Continental or General and shall carry said company name.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	15. CAB
			A. Fully enclosed safety type cab with key locks on doors.
			B. Tinted safety glass all around.
			C. Interior finished to exclude excessive noise and weather.
			D. Bostrom high back or National Brand Model 2000, air, vinyl-covered seat for drivers and passenger side. Both seats must be able to adjust forward and backwards on gliders. Both brands of seats must meet the travel requirements in this specification when in installed in the bid truck. No other seat will be acceptable without approval by Fleet Management prior to bid opening.
			E. Seats must be able to provide 6.5 inches of travel.
			F. Cab to have minimum 68 inches of shoulder room per specification sheet.
			G. Cab to have minimum 55 inches floor to headliner height.
			H. Tilt forward hood/fenders are required.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	16. COLOR
			A. Cab and fenders will be manufacturer's standard highway safety yellow.
			B. Paint will be base coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	17. MIRRORS
			A. Right and left side, adjustable arm, rear vision West Coast type mirrors with non-glare or tinted glass preferred.
			B. Minimum 7 inches by 16 inches.
			C. Right and Left 8 inch convex mirror mounted below west coast mirrors.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	18. LIGHTS
			A. Halogen high beam headlights with low beam; parking; dome; tail and stop lights; front and rear directional turn signals.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	19. CONTROLS AND INSTRUMENTS
			A. Key locking ignition switch; head, parking and dome light switch; headlight beam control; speedometer.
			B. Oil pressure gauge; fuel gauge; engine temperature gauge; ammeter or voltmeter.
			C. Vacuum restriction gauge for air cleaner on or near dash, must be mounted to be easily read from drivers seat, which may be dealer-installed if not available from manufacturer.
			D. High beam indicator light; flashing turn-indicator lights; traffic hazard switch.
			E. Self-canceling, turn signal switch on steering column.
			F. Dash-mounted, tachometer and hour meter required. Hour meter may be dealer installed.
			G. Locking hand throttle, air pressure gauge.
			H. Dash-mounted in cab control for locking differential engagement/disengagement; red or amber warning light when engaged is required, which may be dealer installed.
			I. Two (2) sets of keys per truck.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	20. WINDSHIELD WIPERS
			A. Dual, 2-speed or variable speed electric wipers.
			B. Dual windshield washers.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	21. ELECTRICAL
			A. Manufacturer's recommended batteries for diesel engine quoted, but, minimum 1800 cold cranking amperes.
			B. Alternator shall have 130 ampere <u>minimum</u> . State ampere: _____

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	22. GENERAL
			A. Dual electric horns; dual padded sun visors; dual arm rest on door or seat mounted.
			B. Truck manufacturer's recommended outside air intake heater with defroster for entire windshield; cigarette lighter.
			C. AM/FM radio; seat belts for occupant capacity, lap/shoulder type with retractors for outer seats.
			D. Manufacturer's standard manually controlled air conditioning.
			E. Electronic back-up alarm is required which must meet OSHA standards, may be dealer installed.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	23. RADIO FREQUENCY SHIELDING – Caution!!
			A. The chassis and/or installed components and equipment shall be compatible with use of Nebraska Department of Roads (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. Nebraska Department of Roads (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 thirty (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 Nebraska Department of Roads (NDOR) and vendor cannot resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards 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 Nebraska Department of Roads (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, ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELED.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	24. WARRANTY
			A. The manufacturer's regular warranty certificate will be required with each unit delivered and the warranty shall apply, in all cases, with the following exceptions:
			1. Because of the installation or attachment of auxiliary or supplementary equipment by the Department or sub-contractor, the effective date of warranty will be after field assignment. As each unit is assigned for service the Department will maintain a record of serial number and assignment date.
			2. Manufacturer's written warranty including engine, transmission and differential must accompany delivered units.
			3. Full, manufacturer's warranty coverage will be required for the stated warranty period, beginning at assignment date, in addition to the time between delivery and field assignment.
			4. 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. Please list dealer or service locations: _____ _____ (Attach dealer/service list if needed).
			5. It is understood that the bidder accepts the above warranty requirements when offering a bid.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	25. SERVICE
			A. Manufacturer's standard warranty, completed pre-delivery inspection certificate, Manufacturer's Statement of Origin and line sheet will be required with each unit delivered.
			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. Chassis shall be delivered, after servicing and ready to drive, with not less than ten (10) gallons of fuel in tank.

<p>NOTES/COMMENTS:</p>

YES	NO	NO & PROVIDE ALTERNATIVE	26. MANUALS
			<p>A. Owner's/operator's manual must accompany each unit delivered. State style being bid (CD, Paper, On-line): _____</p>
			<p>B. Chassis technical repair manual. State style being bid (CD, Paper, On-line): _____</p>
			<p>C. Engine shop repair manual, if not in chassis repair manual. State style being bid (CD, Paper, On-line): _____</p>
			<p>D. Chassis parts manual. State style being bid (CD, Paper, On-line): _____</p>
			<p>E. Engine parts manual, if not in chassis manual. State style being bid (CD, Paper, On-line): _____</p>
			<p>F. Transmission technical repair manual. State style being bid (CD, Paper, On-line): _____</p>
			<p>G. Transmission parts manual. State style being bid (CD, Paper, On-line): _____</p>
			<p>H. All manuals must be furnished prior to payment and delivered to Fleet Management, Equipment Data Coordinator.</p>
			<p>I. Failure to deliver all manuals that are ordered may result in non-payment of ten percent (10%) of purchase order total until all manuals are delivered.</p>

<p>NOTES/COMMENTS:</p>

YES	NO	NO & PROVIDE ALTERNATIVE	27. SPECIFICATION FORM(S)
			<p>A. Specification form(s) will be supplied by Nebraska Department of Roads (NDOR) 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.</p>
			<p>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.</p>

<p>NOTES/COMMENTS:</p>

YES	NO	NO & PROVIDE ALTERNATIVE	<p>28. 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"> <li data-bbox="691 541 1479 674">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 . The completed United States Attestation Form should be submitted with the Invitation to Bid response. <li data-bbox="691 810 1479 1010">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. <li data-bbox="691 1045 1479 1199">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	29. BID COMPLIANCE
			A. Specifications have been fully read and fully understood. Any exceptions have been written on the bid or attached.
NOTES/COMMENTS:			

SIGN/CRANE EQUIPMENT

Bidder Instructions

5032 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.

The Sign/Crane Equipment and bed must be the latest current model of proven performance under standard production. Unit shall be mounted on chassis for satisfactory operation. Platform must comply with applicable Federal ANSI/OSHA regulations and meet or exceed the following requirements. Unit shall be a Palfinger PK 12001-EH, PM 13.524 SP or equivalent. If bidding a unit that you feel is equivalent you must furnish a list of dealers with adequate parts availability and specifications five business days prior to bid opening for written approval from Nebraska Department of Roads (NDOR).

YES	NO	NO & PROVIDE ALTERNATIVE	1. GENERAL DESIGN
			A. Unit shall comply with ASME/ANSI B30.22 standards for articulating boom cranes.
			B. Hydraulic actuated articulating crane.
			C. Boom length shall be all hydraulic to minimum 46 foot, 7 inches.
			D. Electronic engine throttle module package required if equipped with gear or vane pump.
			E. Dual Air shift PTO’s – hour meter for crane.
			F. Crane to be rear mounted.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. PERFORMANCE
			A. Crane rating at 6 TON.
			B. Minimum capacities, rotation to hook point.
			1. 11,816 pounds at 4 foot 7 in.
			2. 4,630 pounds at 12 foot 9 inches.
			3. 2,910 pounds at 19 foot.
			4. 2,070 pounds at 25 foot.
			5. 1,570 pounds at 31 foot 10 inches.
			6. 1,280 pounds at 38 foot 8 inches.

			C. Reach above ground approximately 52 foot.
			D. Horizontal reach to minimum 46 foot 7 inches hydraulically.
			E. 400 degree rotation.
			F. 34 inch mounting space required.
			G. Minimum 18 foot outrigger span. State outrigger span: _____.
			H. Minimum crane weight, 2510 pounds. State crane weight: _____.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. CONSTRUCTION
			A. Crane shall be constructed of high strength, low alloy steel and electrically welded.
			B. Large diameter composite bearings with chrome plated pins at all pivot points.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ROTATION SYSTEM
			A. Rack and pinion rotation system.
			B. 400 degree non continuous rotation.
			C. Port relief valves in main control valve to protect rotation drive system.
			D. Rotation system to be protected from outside contaminants with a dust seal.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. OUTRIGGERS
			A. Fully hydraulic in and out, up and down, integral with crane frame.
			B. Minimum Eighteen foot outrigger span. State outrigger span: _____.
			C. Individual outrigger control valves at operator control stations.
			D. Outriggers must be capable of 6 inch below grade reach for use on uneven surface.
			E. Outrigger pads 8 inch x 14 inch or 112 square inches.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	6. CONTROLS
			A. Single waist level controls with identical operation of crane and outrigger functions.
			B. Control system must facilitate multi-function capability.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. HYDRAULIC SYSTEM
			A. Minimum 9 GPM gear type hydraulic pump or 10 GPM piston pump. Single load sensing, pressure compensating pump with minimum 20 GPM to operate crane, auger and tool circuit.
			1. If vendor or crane manufacturer does not offer single pump then bidder must supply a two pump system with minimum 9 GPM pump for crane and minimum 21 GPM pump for auger/tool circuit. State what is being bid: _____
			B. Transmission mounted SAE 6 bolt PTO for flange mounted hydraulic pump. Select PTO ratio for minimum 1000 RPM operation.
			C. PTO control to be mounted with appropriate decals and indicator light.
			D. System operation pressure to be minimum 5,000 PSI.
			E. Minimum 22-gallon frame mounted hydraulic fluid reservoir with sight gauge and magnetic drain plug.
			F. 10 micron replaceable spin-on type hydraulic filter in the return line.
			G. Hydraulic system must be designed to allow for simultaneous boom functions.
			H. Hydraulic components shall be standard SAE type ports, hoses, and fittings in all pressure lines.
			I. All hydraulic components shall be installed in a neat professional manner conforming to current engineering and manufacturing practices.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. SAFETY AND MISCELLANEOUS EQUIPMENT
			A. Counterbalance valves to hold lift, folding, extend cylinders in place in the event of hose failure.
			B. Overload relief valves to slowly lower the load in the event of an overload condition.
			C. Three or four-point mounting system to avoid loading flex and protect truck frame.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	9. PERSONNEL BASKET
			A. One-man, gravity leveled Steel basket.
			B. Designed to ASME B30-23 or European standards equivalent. Verification for personnel basket meeting standards shall be provided prior to bid award.
			C. Pin-on steel yoke frame with positive lock swing brake.
			D. A one person basket approximately 30 inch by 30 inch, three hundred pound capacity required. State size of basket. _____
			E. Full body safety harness with lanyard.
			F. NON INSULATED.
			G. Storage holder on basket for remote control transmitter.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	10. REMOTE CONTROLS
			A. Waist, neck or in bracket in basket Radio Remotes.
			B. To be used on ground or in basket.
			C. Shall consist of a modulator, transmitter, fixed mount receiver and decoder.
			D. Model MR-5R or Equivalent five-function proportional with priority control valve to control oil flow and speed of crane.
			E. Power on and off switch with indicator light located in cab.
			F. Remote engine stop/start function in hand controller. Stop/start function requires the following truck modifications.
			1. Neutral safety switches on transmission.
			2. Electric engine shut off.
			3. Remote engine accelerator to activate throttle remotely.
			4. Effective operating range to be 400 feet.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	11. HYDRAULIC AUGER
			A. A High Performance auger system is required and must be equipped with boom mounted hose reel.
			1. Unit to be equipped with an 8 inch and 16 inch section of flighting.
			B. A stowing system for auger and flighting must be installed on bed and designed for one man set up.
			C. If single pump system is not used auger system shall require a separate air shift PTO pump to deliver minimum 21 GPM at 70 RPM.
			D. Unit must be capable of running a 36 inch auger.
			E. Operation of auger circuit from remote control is preferred.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	12. AUXILIARY HYDRAULIC TOOL CIRCUIT
			A. Unit shall have a detented control valve in main valve body or electrical activated solenoid valve to supply oil to auxiliary requirements.
			B. Quick coupler to be mounted under control valve on curb side at rear.
			C. Operating pressure to be 2000 PSI with an 8 to 10 GPM flow.
			D. Hoses for tool circuit should be minimum ½ inch.
			E. Shall be set for ground level operation of tools.
			F. Need Auxiliary tool circuit to run off of boom and be able to run off of remote controls.
			G. Need hand held hydraulic hand tamper and 45 pound hydraulic impact hammer with 1-1/8 inch shank.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	13. CRANE MOUNTING
			A. Unit shall be rear mounted behind sign body and bed. Frame reinforcement and/or crane sub-base is required to improve torsional rigidity of chassis frame.
			B. Auxiliary rear engine throttle is required.
			C. Mount both hydraulic pumps directly to PTO's and equip with

			hour meters.
			D. PTO and hour meters to be installed on top of control/storage box which will be mounted on floor in cab. All electric control switches to be installed at same location in cab.
			E. Furnish and install a pair of boom mounted work lights with control switch in cab on control box.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	14. BED
			A. Eight foot wide and 16 foot long.
			B. Construction of steel of six inch frame rails, eight inch stringers and three inch cross channels, reinforced for signing equipment.
			C. Diamond plate steel deck of 1/8-inch thickness.
			D. Lights per Federal guidelines and utilizing OEM chassis tail and brake light.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	15. STEEL COMPARTMENTS
			A. Modular sign storage and tool/storage boxes for top of bed.
			1. Front (behind cab) (thru) compartment box to be approximately 24 inches wide x 42 inches tall x 96 inches long, with door on each end.
			2. Sign storage boxes two (2) one on each side approximately 36 inches wide x 36 inches deep x 42 inches tall with weather proof roll-up doors. Roll-up door to have minimum 37 inch vertical clearance.
			3. Miscellaneous storage boxes (four) two each side approximately 36 inches deep x 42 inches tall x 24 inches wide with horizontal shelves, with weather proof roll-up door.
			4. All storage cabinets locks to be keyed the same.
			5. Storage and securement system to be mounted on top of cabinets on both sides to carry wood and steel poles for sign installations with stops on both ends.
			6. Underbody pull out access ladders located under shelved boxes on each side.
			B. Underbody storage boxes; Three approximately 36 inch x 25 inch x 24 inch to be frame mounted with down opening doors with stainless steel pin and bushing hinges and "T" handles.

			C. Two underbody storage boxes on the curbside to be approximately 36 inch x 25 inch x 24 inch with down opening doors to contain electrical reel and air hose reel. (Refer to 17. Air Tool Supply System and 18. Power Inverter).
			D. One underbody storage box on the driver's side to be approximately 36 inch x 25 inch x 24 inch with down opening door and one shelf in the middle.
			E. Heavy duty steel mud flaps to be mounted front and rear of tires.
			1. No dealer nameplates or signs on the mud flaps.
			F. Custom personal basket storage bracket top of bed in the middle of storage boxes.
			G. Custom auger drive and flighting storage brackets underneath truck at rear. Designed for one man installation and disconnect. Must be able to store 18 inch auger/flighting.
			H. Fabricated top frame work shelf behind crane.
			I. Rear ICC bumper.
			J. All lights to be installed per Federal requirements and utilizing OEM truck supplied rear lights.
			K. Winning vendor should supply drawing of compartments, basket storage location, welder location, auger drive storage to Nebraska Department of Roads (NDOR) Fleet management for approval prior to construction.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	16. MANUALS
			A. Operator's manual must accompany each unit delivered.
			B. Parts and service manual for platform and auger unit.
			C. All manual(s) must be furnished prior to payment and delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	17. AIR TOOL SUPPLY SYSTEM
			A. A hose reel with 50 foot of 3/8 inch air hose mounted under bed in storage box on the curbside will be provided.
			B. All necessary hose, fittings, safety shut off valves and plumb in to hose reel from trucks secondary air supply will be furnished.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	18. POWER INVERTER
			A. A modified sine wave power inverter shall be furnished that has a maximum continuous power rating of at least 3000 Watts. To be mounted in right hand front underbody compartment. Unit to shut off with engine key.
			B. Unit to have 1 horsepower surge capability.
			C. Unit to have over and under voltage protection.
			D. Unit to run silent and have at least one AC receptacle.
			E. Reelcraft model LG3040 with 40 foot 12-3 cord and style 9 outlet to be mounted in right hand front underbody compartment.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	19. MICELLANEOUS
			A. Bidder 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. Dealer pre-delivery service required.
			D. Crane Color – Manufacturer's standard color. Please state if high visibility color is available. _____
			E. Bed and upper body, top of bed boxes to be painted to match cab of truck.
			F. Truck frame, underbody boxes to be painted black.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	20. WARRANTY – For Crane, Bed and Steel Compartments
			A. The manufacturer's usual warranty including parts and labor shall apply and be for at least one year after date of delivery.
			1. All items on unit for lifting to carry an additional three (3) year warranty.

			<p>B. 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.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	21. TRAINING
			<p>A. Minimum of two (2) hours per unit by factory trained individual in operation and maintenance.</p>
			<p>B. Fleet Management will contact successful bidder on schedule which will be held in Elkhorn, Nebraska.</p>
<p>NOTES/COMMENTS:</p>			

**HYDRAULIC WINCH OPTION
Bidder Instructions
5032 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. HYDRAULIC WINCH OPTION
			A. Winch shall be boom mounted on first or second section.
			B. Capacity shall be 5,100 pounds line pull on a full drum.
			C. Drum shall have 170 foot of 3/8 inch wire rope.
			D. Winch shall be equipped with a Pin-On boom tip sheave that will store on second section when not required.
			E. Winch system shall be equipped with Anti-2-block system.
			F. Controls for winch shall be minimum on one side at main valve and also included in remote system.
NOTES/COMMENTS:			

GENERATOR/WELDER OPTION
Bidder Instructions
5032 OF

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YES	NO	NO & PROVIDE ALTERNATIVE	1. GENERATOR/WELDER OPTION
			A. 23 HP Kohler engine with minimum 435 CCA Battery.
			B. Minimum 10,500 watts peak AC generator.
			C. Minimum 9,000 watts continuous AC generator.
			D. Electric start.
			E. 12 gallon fuel capacity.
			F. Engine hour meter.
			G. To be mounted on drivers side of truck.
			H. Amp range 50-225 amps.
			I. Minimum 2 120 volt AC receptacles.
			J. Minimum 1 120/240 volt receptacle.
			K. Circuit breakers.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. PROCESSES
			A. Stick.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. CABLES
			A. Thirty-five (35) foot #2/0 electrode cable with lug.
			B. Thirty (30) foot #2/0 work cable with lugs.
			C. Work clamp and electrode holder.
NOTES/COMMENTS:			