

# State of Nebraska - INVITATION TO BID CONTRACT

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

<b>Date</b>	5/19/15	<b>Page</b>	1 of 5
<b>Solicitation Number</b>	5036 OF		
<b>Opening Date and Time</b>	06/05/15	2:00 pm	
<b>Buyer</b>	RENE BOTTIS (AS)		

Telephone: 402-471-6500  
Fax: 402-471-2089

**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 AFFIDAVIT: 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 Articulated All Wheel Drive Loader with Minimum 2.7 Cubic Yard Bucket 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](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.

(05/19/15 djo)

**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](mailto: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	ARTICULATED ALL WHEEL DRIVE LOADER W MIN 2.7 CY BUCKET	2.0000	EA	_____	_____
	PLEASE LIST: MAKE _____ MODEL _____				
	OPTIONS:				
2	DEDUCT FOR NO MANUFACTURER'S FACTORY INSTALLED AIR CONDITIONING	2.0000	EA	_____	_____
3	DEDUCT FOR NO LOAD RIDE	2.0000	EA	_____	_____

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## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	CONTROL OR BOOM SUSPENSION SYSTEM				
4	QUICK HITCH WITH SPECIFIED BUCKET PER OPTION PAGE ATTACH	2.0000	EA	_____	_____
5	MULTI PURPOSE BUCKET PER OPTION PAGE ATTACHED	2.0000	EA	_____	_____
6	GRAPPLE FORK ATTACHMENT PER OPTION PAGE ATTACHED	2.0000	EA	_____	_____
7	THIRD VALVE WITH LINE TO FRONT OF LOADER FOR ATTACHMENT	2.0000	EA	_____	_____
8	AM/FM RADIO	2.0000	EA	_____	_____
9	DEDUCT EXTENDED WARRANTY AFTER BASIC 1 YEAR WARRANTY	2.0000	EA	_____	_____
10	DEDUCT EXTENDED TRANSPORTATION COST CHARGES FOR EXTENDED WARRANTY	2.0000	EA	_____	_____
11	LOUP ELECTRONICS LOADLOG 8000I WHEEL LOADER SCALE SYSTEM	2.0000	EA	_____	_____
12	IN CAB PRINTER FOR LOADLOG 8000I WHEEL LOADER SCALE SYSTEM	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.

<b>ACTIVITY</b>		<b>DATE/TIME</b>
1	Release Invitation to Bid	May 19, 2015
2	Last Day to Submit Written Questions	May 26, 2015
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	May 28, 2015
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	June 5, 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 5036 OF; **Articulated All Wheel Drive Loader with Minimum 2.7 Cubic Yard Bucket**". 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, but must include a cover sheet clearly indicating that the transmission is to the attention of René Botts, showing the total number of pages transmitted, and clearly marked "ITB Number 5036 OF; **Articulated All Wheel Drive Loader with Minimum 2.7 Cubic Yard Bucket**".

**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

# Articulated All Wheel Drive Loader with Minimum 2.7 Cubic Yard Bucket Specifications 5036 OF

### SCOPE

It is the intent of this bid invitation to establish a contract to supply **Articulated All Wheel Drive Loader with Minimum 2.7 Cubic Yard Bucket** per the attached specifications from date of award for a period of one 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 **Articulated All Wheel Drive Loader with Minimum 2.7 Cubic Yard Bucket** 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](mailto: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.

### **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.

### **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**

FOB Destination for all units, with delivery location of 5001 South 14<sup>th</sup> ST, Lincoln, Nebraska.

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

The Department of Roads requires 24-hour advance notice of delivery to Fleet Management at (402) 479-4319 or (402) 471-4323. 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 sixty (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.

**ORDERS**

Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

**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.

## **DEMONSTRATION**

Demonstration of **Articulated All Wheel Drive Loader with Minimum 2.7 Cubic Yard Bucket**, in accordance with the specifications utilizing materials and features as bid, will be required prior to award.

Loader will be used in conjunction with an Asphalt Zipper Model AZ500B. Unit bid must be able to handle the Asphalt Zipper. Prior to awarding of bid, NDOR will haul the Asphalt Zipper to a location within the District 2 area so that the model of Loader Bid can be demonstrated that it can lift and carry the Asphalt Zipper. This should take no longer than one hour after NDOR arriving at the location selected. The loader cannot have teeth on the bucket for this demonstration.

Demonstration of **Articulated All Wheel Drive Loader with Minimum 2.7 Cubic Yard Bucket** shall be performed at no cost to the State at a location within the State of Nebraska, within ten (10) days of such request by the state. Bidder will demonstrate such features, attachments and accessories as are called for in these specifications to the satisfaction of the State. Failure to comply with a Demonstration Request and/or demonstrate equipment that does not meet specifications and/or fails any of the protocols/tests as outlined below may be grounds to reject the bid. Bids may be rejected based on the quality of equipment demonstrated.

## **LIFE-CYCLE COST**

Life-cycle cost information will be captured in a formula to allow a comparison between the price based on acquisition costs and the price based on life cycle costs.

Vendors must provide a price based on acquisition costs according to specifications. Vendors will not be required to submit a price based on life-cycle costs. In order for a vendor submission to be considered on the basis of life cycle costs, the Bidder must supply the information requested on the Life-Cycle Cost Analysis for Heavy Equipment / Vendor Submission form provided by the State Purchasing Bureau. Life-cycle cost information considered for purposes of a bid will include only the life-cycle cost information as submitted with the bid by the Vendor. The State Purchasing Bureau will not add any additional information or stipulate to the creditability of any information provided and /or not provided in the form. If a Vendor fails to complete any of the information requested for a bid price based on life-cycle costs, the bid will be disqualified from further consideration for a contract based on life-cycle costs. The Vendor's bid based on acquisition costs will be considered if the requirements of that bid are met independently of the bid based on life-cycle costs.

Life-cycle cost comparisons will be based upon the Life-Cycle Cost per Hour, which will be calculated using information provided by the Bidders and the State as indicated in the Life Cycle Cost Analysis Form.

## **Life-Cycle Information Certification**

The Bidder or authorized representative will be required to sign the Life-Cycle Cost Analysis – Heavy Equipment Vendor Submission form and certify that the information is true and accurate. Additionally, the Bidder is informed on the form that a Vendor Performance Report may be submitted by the purchasing agency and possible suspension may occur if the data provided proves to be inaccurate throughout the life of the equipment bid.

**Contract Awards**

State Purchasing Bureau may award multiple contracts meeting specification: one based on low acquisition cost and one based on life-cycle cost. If no life-cycle cost bid is submitted, the award will only be based on acquisition cost.

**Contract Selection by Procuring Agency**

The procuring agency may select either contract: low acquisition cost contract or the life-cycle cost contract. The procuring agency will generate a purchase order from one of the contracts and include an attachment with a statement of explanation indicating the basis for the selection signed by the Agency Director.

**Specifications for Articulated All Wheel Drive Loader with Minimum  
2.7 Cubic Yard Bucket  
Bidder Instructions  
5036 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.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRICE
			Price quoted shall be unit price and shall be firm for <b>one hundred eighty (180)</b> 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.
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**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	3. ENGINE
			A. Diesel engine shall be a minimum of 6.6 Liter and meet or exceed Tier IV Interim EPA emissions.
			B. Engine shall have minimum 149 net horsepower developed at SAE N1349 or ISO 9249 under standard conditions with all accessories.
			C. Cold starting aid of either glow plugs or equivalent pre-heater or ether injection of Turner LP535-1 or equivalent with cartridge required.
			D. Manufacturer's recommended muffler, alternator, and starter.
			E. Full flow, throw away type oil filter(s) required.
			F. Turbo II or Centri brand pre-cleaner or equivalent OEM supplied rotary ejection style pre-cleaner required. Dual element air filtration is preferred.
			G. Heavy-duty radiator guard and crankcase guard is desired.
			H. Engine housing side panels or tilt hood required.
			I. Manufacturer's recommended type antifreeze protection to no less than 34 degrees below zero Fahrenheit required.
			J. A 120 volt AC block heater with a sturdily-mounted, male receptacle with cover that is conveniently located will be furnished in all water-cooled units.
			K. Counter-balanced rain cap for exhaust preferred. Exhaust elbow is acceptable.
			L. Please state the following: 1. Engine Brand: _____ 2. Engine Model: _____ 3. Flywheel Horsepower: _____

			4. Governed RPM: _____
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	4. DRIVE
			A. Torque converter/power shift with minimum three (3) speed forward and two (2) reverse transmission. Hydrostatic Transmission is also acceptable.
			B. Inboard or outboard four wheel planetary final reduction.
			C. Limited slip in front and/or rear differential required. Either front or rear differential lock-up will be acceptable. Please state what is to be provided in comments.
			D. Minimum forward travel speed will be approximately 20 MPH.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. TIRES AND WHEELS
			A. Four 20.5R25, Michelin XTLA, or 550/65R25 XTLA tubeless, steel belted radial will be furnished.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	6. BRAKES
			A. Brakes on all four wheels.
			B. Brakes shall be boosted, full hydraulic type or air brakes. Please state type of brakes furnished.
			1. Air dryer or equivalent moisture remover required with air brakes.
			C. Transmission drive or internal wet disk service brakes acceptable.
			D. Parking brake required.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	7. STEERING
			A. Articulated frame at wheel base center point.
			1. Turn to right and left of at least 40 degrees.
			B. To be hydraulically assisted.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	8. LOADER
			A. Static full turn tipping load must be 18,400 pounds or greater.
			B. Joystick control if available from manufacturer.
			C. General Purpose loader bucket to be minimum 2.7 cubic yard struck SAE rated. <ul style="list-style-type: none"> <li>1. Bucket shall be minimum 96 inches wide but not less than the overall width of the machine. Bucket shall also be less than 102 inches overall in width.</li> <li>2. Dump clearance at full lift with bucket at 45 degrees discharge shall be at least 9 feet, 3 inches.</li> <li>3. Roll back at grade shall be minimum of 37 degrees.</li> <li>4. Minimum 25,000-pound breakout force.</li> <li>5. Digging depth of at least 2.9 inches below grade with bucket bottom approaching position parallel to grade.</li> <li>6. Bucket level indicator or automatic pre-set to dig position and adjustable automatic lift kick out required.</li> <li>7. Bucket shall have a bolt-on cutting edge.</li> </ul>
			D. Z-bar linkage or parallel Lift Linkage will be acceptable.
			E. Loader shall be equipped with a suspension system for the loader boom cylinders. Ride Control/Suspension System to include any accumulators, valves, hydraulic lines and/or electrical circuits as required by manufacturer.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	9. CAB
			A. The ROPS cab shall be of steel construction.
			1. Cab shall be fully and tightly enclosed with sound suppression.
			2. Tinted safety glass windshield, windows and door(s) required.

			B. Cab to be equipped with mounting ladder.
			1. Electric windshield wipers with washers both front and rear.
			2. Inside rear view mirror(s) and floor mat required.
			3. Defroster fan and heater of adequate capacity for Nebraska required.
			4. Unit shall have manufacturer's factory installed air conditioning.
			5. Loader must be able to be operated with door(s) secured open.
			C. Padded adjustable, cloth covered suspension seat with seat belt shall be provided.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	10. INSTRUMENTS
			A. The following gauges or digital displays are required.
			1. Air pressure gauge if air brakes.
			2. Torque converter or transmission oil temperature gauge.
			3. Fuel gauge or indicator.
			4. Oil pressure gauge.
			5. Engine temperature gauge.
			6. Voltmeter, ammeter or warning light for the 12 or 24 volt system.
			B. Audible and visible alarm system for high engine temperature, low oil pressure and high transmission oil temperature.
			C. An electronic, back-up alarm meeting OSHA requirements will be provided.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	11. HYDRAULIC SYSTEM
			A. Constantly driven, gear, piston or vane type pump required.
			B. Replaceable system filters and pressure relief valve required.
			C. System operation pressure shall not be in excess of 3,800 PSI.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	12. COUNTERWEIGHTS
			A. Standard equipment rear counterweights are required if normally furnished by manufacturer..

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	13. GENERAL
			A. The overall length of the loader will not be greater than 25 feet, 10 inches, with loader bucket level on the ground.
			B. The operating weight of loader with minimum 2.7 cubic yard bucket, ROPS cab and without optional accessories or calcium chloride in tires shall be a minimum of 29,200 pounds. Bidder should state loader weight as described with bid: _____ pounds.
			C. Four headlights (two at top of cab near corners and two at bottom of cab near each side) required.
			D. One rear working light to be provided.
			E. Combination stop/tail light and horn to be furnished.
			F. Drawbar hitch with pin is required.
			G. Turn signal and hazard flashing lights for front and rear must be furnished.
			H. Manufacturer's front and rear fenders required.
			I. A slow moving vehicle emblem shall be mounted on the rear of loader and displayed as required per Nebraska Statutes.
			1. Emblem shall be mounted so as not to restrict airflow for cooling purposes.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	14. NOISE LEVEL
			A. Bidders should supply with bid the following decibel level per SAE standards: 1. Sound exposure work cycle rating: _____ dba.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	15. RADIO FREQUENCY SHIELDING – CAUTION!!!
			A. The loader 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 loader 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 and/or ISO Standards compliance. Testing shall be done to SAE and/or ISO Standards which were current at date of bid. Should the loader and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.
			<b>E. If after testing by 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.</b>

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	16. MANUALS
			A. Operator's manual should accompany each unit when delivered.
			B. Equipment shop repair manual or CD ROM. If available online the State of Nebraska must be able to access it free of charge for fifteen (15) years.
			C. Engine shop repair manual or CD ROM. If available online the State of Nebraska must be able to access if free of charge for fifteen (15) years.
			D. Equipment parts manual or CD ROM. If available online the State of Nebraska must be able to access if free of charge for fifteen (15) years.
			E. Engine parts manual or CD ROM. If available online the State of Nebraska must be able to access if free of charge for fifteen (15) years.
			F. All manuals 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. MISCELLANEOUS
			A. The bidders should submit with their bid 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's pre-delivery service required.
			D. Color: Manufacturer's standard yellow color.
			E. 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.
			F. Loader will be used in conjunction with an Asphalt Zipper Model AZ500B. Unit bid must be able to handle

			the Asphalt Zipper. Prior to awarding of bid, NDOR will haul the Asphalt Zipper to a location within the District 2 area so that the model of Loader Bid can be demonstrated that it can lift and carry the Asphalt Zipper. This should take no longer than one hour after NDOR arriving at the location selected. The loader cannot have teeth on the bucket for this demonstration.
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**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	18. 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 purchasing entity. Bidder should supply warranty information with proposal.
			B. Vendor shall be responsible for all repairs to include parts, labor and machine transportation cost during the twelve (12) month usual warranty period.
			C. The power train and engine shall be warranted for additional five years.
			1. These guarantees are in addition t the standard twelve (12) month warranty and do not have any effect upon the standard warranty.
			2. If the engine is not produced by the Loader manufacturer, the vendor will guarantee that the engine will be repaired by a certified and registered engine warranty dealer or distributorship.
			D. The following power train components are warranted to be free from defects in workmanship and material during the extended warranty period:
			1. Engine (excluding radiator, alternator, starter, compressor and other attachments).
			2. Torque converter (fi applicable), transmission.
			3. Drive shafts and Universal joints.
			4. Differential.
			5. Transfer gear group.
			6. Drive axles.
			7. Drive pumps.
			8. Drive motors.
			9. Pinion and bevel gear.
			10. Final drive gear train.
			11. Computerized and electronic equipment.
			E. This warranty is limited to repair or replacement (including both parts and labor) of inspected parts

			determined to have been defective in material or workmanship. All extended power train warranty repairs will be performed by manufacturer's authorized service personnel. All machine transportation costs to and from the nearest authorized vendor repair facility and travel time and mileage during the extended warranty period will be responsibility of the vendor and/or manufacturer. This warranty does not apply to normal maintenance service (such as engine tune-up) or normal replacement of service or wear items.
			F. Any oil sampling or other necessary testing needed to implement this warranty must be included in writing with this bid. The Nebraska Department of Roads will do oil sampling if required by the manufacturer, but all materials must be furnished at no charge to the Department. A written report will be returned to Nebraska Department of Roads if sampling is required.
			G. This extended coverage is subject to the following conditions and limitations:
			1. Replacement parts provided are warranted for the remainder of the extended warranty period applicable to the product in which installed.
			2. The machine may not be altered or modified in any manner which affects the mechanical operation as designed with written permission from the Nebraska Department of Roads.
			H. The following limitations shall be applicable to all guarantees.
			1. Parts ordering and machine repair requests will occur during dealer's normal working hours.
			2. The parts and machine repair guarantees will not apply to machines which have been substantially damaged by collision, accident, flood, fire, vandalism or similar occurrence.
			3. The parts and machine repair guarantees will not apply to machines when delay results from strikes (dealer, supplier, or carrier), acts of God or other occurrences beyond vendor's reasonable control.
			I. If machine cannot be repaired within thirty (30) days, a comparable loaner machine will be furnished to the State of Nebraska at no cost during the warranty period.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	19. TRAINING
			A. Minimum of four hours per loader at various locations throughout Nebraska by a factory trained representative in the operation and maintenance of loader. Fleet Management will contact successful bidder on schedule and places for this training.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	20. 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.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	21. SECRETARY OF STATE REGISTRATION REQUIREMENTS
			<p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 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>The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a> .  The completed United States Attestation Form should be submitted with the Invitation to Bid response.</li> <li>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</li> </ol>

			<p>presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>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).
			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 <b>is provided</b> within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State <b>will be provided</b> in a timely manner upon request prior to award.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	22. BID COMPLIANCE
			A. Specifications have been fully read and fully understood. Any exceptions have been written on the bid or attached.
<b>NOTES/COMMENTS:</b>			

**Life-Cycle Cost Analysis - Invitation to Bid# 5036 OF**

**Item Description - EQUIPMENT DESCRIPTION**

State Agency Data Use for Calculations		
1	<b>Projected Number of Months in Service:</b>	<b>156</b> <small>Provided by State Purchasing Bureau</small>
2	<b>Projected Number of Hours of Operation per Month</b>	<b>25</b> <small>Provided by State Purchasing Bureau</small>
3	<b>Projected Total Number of Hours</b>	<b>3,900</b> <small>Provided by State Purchasing Bureau</small>
4	<b>Number of Maintenance Cycles Performed Per Year</b>	<b>2</b> <small>Provided by State Purchasing Bureau</small>
5	<b>Fuel Cost-per-Gallon:</b> <small>(Data from U.S. Energy Information Administration the week of bid release.)</small>	 <small>Provided by State Purchasing Bureau</small>

Net Cost		
6	<b>Bid Price (Listed on ITB Line # 1)</b>	<b>Bidder enters amount</b>
7	<b>Projected Salvage Value</b> <i>(Using Projected Total Hours &amp; Projected Total Months) Salvage value will be based on documented sale price(s) of the same or comparable equipment within previous twelve (12) months. Vendor(s) should submit documentation from at least three (3) sales within the U.S. Midwest region with the Invitation To Bid. All documentation will be required prior to award.</i>	<b>Bidder enters amount</b>
8	<b>Net Cost (Line 6 - Line 7)</b>	<b>\$ - Total Net Cost</b>

Operating Costs		
9	<b>Fuel</b> <i>Estimated Fuel Use Rate (Gallons Per Hour) "Rated RPM Full Load" or Highest Consumption Rate Tested and Documented Bidder should supply manufacturers documentation with the Invitation to Bid and will be required prior to award.</i>	<b>Bidder enters amount</b>
10	<b>Projected Number of Hours</b>	<b>3900</b> <small>Provided by State Purchasing Bureau</small>
11	<b>Projected Total Gallons (Line 9 x Line 10)</b>	<b>0</b>
12	<b>Fuel Cost-per-Gallon</b> <small>(Data from U.S. Energy Information Administration the week of bid release.)</small>	<b>\$0.00</b> <small>Provided by State Purchasing Bureau</small>
13	<b>Total Estimated Fuel Cost (Line 11 x Line 12)</b>	<b>\$ -</b>
14	<b>Estimated Maintenance Cost for Parts (Labor not included)</b>	<b>Bidder enters amount from Maintenance Cost Work Sheet</b>
15	<b>Total Operating Cost (Fuel + Maintenance) (Line 13 + Line 14)</b>	<b>\$0.00</b>

16	<b>Total Life-Cycle Cost (Net Cost, Line 8 + Total Operating Cost, Line 15)</b>	<b>\$0.00</b>	<b>Total Life-Cycle Cost</b>
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17	<b>(Total Life-Cycle Cost divided by Total Hours) (Line 16/Line 3)</b>	<b>\$0.00</b>	<b>Life-Cycle Cost Per Hour</b>
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In order to be considered for a Life-Cycle Cost Award, all Bidder fields must be completed. Additional supporting documentation may be requested.

In the event equipment performance does not meet the criteria as indicated, a Vendor Performance Report may be submitted by the purchasing agency and vendor suspension may occur.

Bidder Name: \_\_\_\_\_

I hereby certify the above to be true and accurate information.

Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

## **Instructions for Life-Cycle Cost Analysis - Heavy Equipment Vendor Submission Form**

### **State Agency Data use for Calculations:**

Line #1 - Projected Number of Months in Service – Provided by State Purchasing Bureau

Line #2 - Projected Number of Hours of Operation per Month – Provided by State Purchasing

Line #3 - Projected Total Number of Hours – Anticipated hours at the time of disposal provided by State Purchasing Bureau

Line #4 - Number of Maintenance Cycles Performed Per Year - Provided by State Purchasing

Line #5 - Fuel Cost-per-Gallon – Provided by SPB (US Energy Information Administration)

### **Net Cost**

Line #6 - Bid price – Must match ITB (Invitation to Bid) Line 1 – Bidder enters amount

Line #7 - Projected Salvage Value – Bidder enters amount from documented sale price(s) of comparable equipment. Bidder shall supply documentation prior to award for pricing information from an independently owned published source.

Line #8 - Net Cost – Bid Price less the Projected Salvage Value (Line 6 - Line 7)

### **Operating Costs**

#### **Fuel**

Line #9 - Estimated Fuel Use Rate (Gallons per Hour) "Rated RPM Full Load" or Highest Consumption Rate Tested and Documented at SAE Standards – Bidder should supply manufacturer's documentation with the ITB and will be required prior to award

Line #10 - Projected Number of Hours – Provided by State Purchasing Bureau

Line #11 - Projected Total Gallons is the result of the estimated fuel use rate multiplied by the projected number of hours (Line 9 x Line 10)

Line #12 - Fuel Cost-per-Gallon Provided by State Purchasing Bureau

Line #13 - Total Estimated Fuel Cost is the result of the Projected Total Gallons multiplied by the Fuel Cost per Gallon (Line 11 x Line 12)

### **Estimated Maintenance Cost for Parts (Labor not included)**

Line #14 - Total Maintenance Cost – Bidder enters amount from Maintenance Cost Work Sheet.

Line #15 - Total Operating Cost is the sum Total Estimated Fuel Cost plus the Total Maintenance Cost (Line 13 + Line 14)

**Line #16 - Total Life-Cycle Cost is the Net Cost plus the Total Operating Cost (Line 8 + Line 15)**

**Line #17 - Life-Cycle Cost per Hour is the result of the Total Life-Cycle Cost divided by the Total Projected Hours (Line 16 / Line 3)**

**Maintenance Cost Work Sheet**

Item No.	Total Maintenance Costs - Indicate parts necessary to perform a <u>complete change</u> ; that <u>is</u> , if the machine has two air filters, you must price both).	No. of Maint. Procedures Performed During Life Cycle of Unit	Vendor Supplied "Manufacturer's Suggested Retail Price" for Parts	Total Cost
1	Change Engine Oil and Filter(s)	26		
2	Lube Chassis (grease all zerks complete)	26		
3	Change Engine Fuel Filter(s)	13		
4	Replace Transmission Filter(s)	13		
5	Replace Engine Air Filter(s)	6		
6	Replace Cab Air Filter(s)	6		
7	Change Transmission Oil/Fluid	6		
8	Change Hydraulic Oil/Fluid and Filter(s)	4		
9	Change Differential/Final Drive Oil/Fluid	4		
10	Replace Engine Coolant	4		
11	Adjust Engine Valve Clearance	2		
12	Replace Engine Belt(s)	3		
	Additional maintenance as mandated by the manufacturer for warranty compliance, if necessary:			
9				
10				
11				
	<b>Total Life Cycle Maintenance Cost</b> (To be entered in Line 14)			\$ -