

State of Nebraska - INVITATION TO BID ONE TIME PURCHASE

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

Date	12/3/15	Page	1 of 2
Solicitation Number	5169 OF		
Opening Date and Time	12/21/15	2:00 PM	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS
DEPARTMENT OF AGRICULTURE
WEIGHTS & MEASURES DIV
301 CENTENNIAL MALL S FL 4
LINCOLN NE 68509

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.

One Time Purchase to supply and deliver LARGE SCALE TRUCK CHASSIS, MINIMUM 60,000 GVWR, ARTICULATED BOOM CRANE, HEAVY DUTY FLATBEAD WITH TOOLBOXES AND REAR TRUCK BUMPER to the State of Nebraska as per the attached specifications.

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

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.

No facsimile or email solicitation responses will be accepted on bids \$25,000 and over.

(bl 12/03/15)

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://das.nebraska.gov/materiel/purchasing.html>

Bid Tabulations are available on the internet at <http://das.nebraska.gov/materiel/purchasing/bidtabs.htm>

This form is part of the specification package and must be signed and returned, along with all documents, by the

No Bid Respond: () Remove From Class-Item OR () Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % _____ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

Enter Contact Information Below

VENDOR# _____
VENDOR: _____
Address: _____

Contact _____
Telephone _____
Facsimile _____
Email _____

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opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted on bids \$25,000 and over.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	LARGE SCALE TRUCK CHASSIS MIN 60,000# GVWR ARTICULATED BOOM CRANE, HEAVY DUTY FLATBED WITH TOOLBOXES AND REAR TRUCK BUMPER MAKE: _____ MODEL: _____ GVWR: _____ MAKE/MODEL FOR ARTICULATING KNUCKLE BOOM CRANE: _____	1.0000	EA	_____	_____

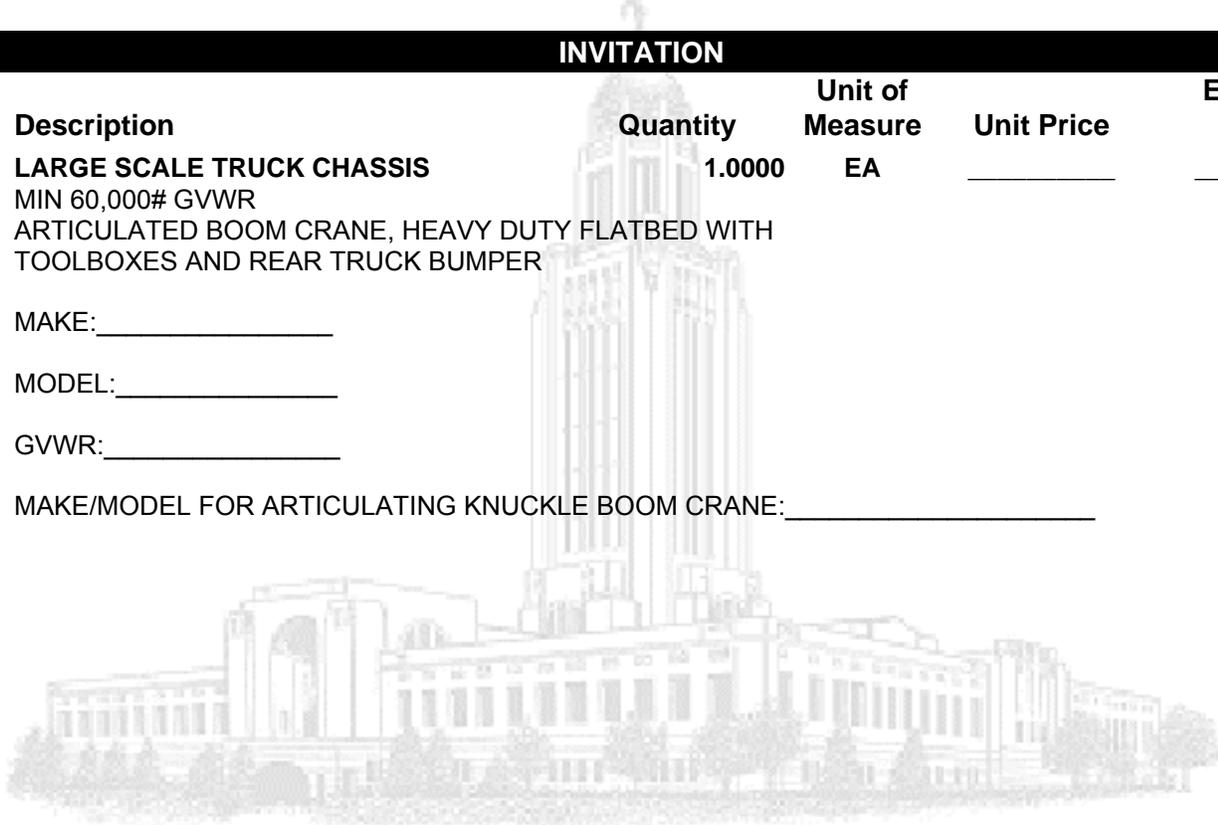


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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the Invitation to Bid. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right 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.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract or awarded purchase order to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by a Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal bids.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal/Bid Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must

Work Day: See Business Day.

I. SCOPE OF THE INVITATION TO BID (ITB)

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), is issuing this Invitation To Bid, Number 5169 OF for the purpose of selecting a qualified Vendor to provide Large Scale Truck Chassis, Minimum 60,000# GVWR, Articulated Boom Crane, Heavy Duty Flatbed with Toolboxes and Rear Truck Bumper.

A purchase order resulting from this Invitation To Bid will be issued effective the date of award.

ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing/>

A. 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	December 3, 2015
2.	Last day to submit written questions	December 11, 2015
3.	State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/	December 15, 2015
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 21, 2015 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	December 29, 2015
6.	Review period	January 4, 2016
7.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing/	January 5, 2016
8.	Purchase Order finalization period	January 5, 2016
9.	Purchase Order award	January 6, 2016

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Invitation To Bid reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Dianna Gilliland
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

B. GENERAL INFORMATION

The Invitation To Bid (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing Large Scale Truck Chassis, Minimum 60,000# GVWR, Articulated Boom Crane, Heavy Duty Flatbed with Toolboxes and Rear Truck Bumper at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation To Bid will not be considered.

Bids shall conform to all instructions, conditions, and requirements included in the Invitation To Bid. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation To Bid, and respond to each requirement in the format prescribed.

In addition to the provisions of this Invitation To Bid and the awarded bid, which shall be incorporated by reference in the purchase order, any additional clauses or provisions required by the terms and conditions will be included as a change order to the purchase order.

A fixed-price purchase order will be awarded as a result of this Invitation to Bid.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bid is issued until a determination is announced regarding the purchase order award, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Invitation To Bid. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this ITB.

Once a Contractor is preliminarily selected, as documented in the intent to award, that Contractor is restricted from communicating with State staff until a purchase order is signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Invitation To Bid or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations and;
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize the purchase order.

Violations of these conditions may be considered sufficient cause to reject a Bidder's bid and/or selection irrespective of any other condition. No individual member of the State or employee of the State is empowered to make binding statements regarding this Invitation To Bid. The Buyer will issue any clarifications or opinions regarding this Invitation To Bid in writing.

D. 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 5169 OF; Large Scale Truck Chassis, Minimum 60,000# GVWR, Articulated Boom Crane, Heavy Duty Flatbed with Toolboxes and Rear Truck Bumper Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, and 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 5169 OF Large Scale Truck Chassis, Minimum 60,000# GVWR, Articulated Boom Crane, Heavy Duty Flatbed with Toolboxes and Rear Truck Bumper Questions".

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bid reference and page number.

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/> on or before the date shown in the Schedule of Events.

<u>Question Number</u>	<u>ITB Section References</u>	<u>ITB Page Number</u>	<u>Question</u>

E. SUBMISSION OF BIDS

The following describes the requirements related to bid submission, bid handling, and review by the State.

To facilitate the evaluation process, one (1) original of the entire bid should be submitted. Bids must be submitted by the bid due date and time. **A separate sheet must be provided that clearly states which sections, if applicable, have been submitted as proprietary or have copyrighted materials.** All proprietary information the Bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Invitation To Bid number must be included in all correspondence.

F. IMPORTANT NOTICE LANGUAGE

Bid responses should include the completed Form A and Bidder Contact Sheet. Bids must reference the Invitation To Bid number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the page of the calendar or bidder's bid response packet. Rejected late bids will return to the bidder unopened.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts/purchase orders in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

G. 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.

H. PAYMENT

Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§81-2401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

I. BID EXECUTION

Bids must be signed in ink by the Bidder on the State of Nebraska's Invitation To Bid form. All bids must typewritten or in ink on the State of Nebraska's Invitation To Bid form. Erasures and alternations 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.

J. BID OPENING

The sealed bids will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Bids will be available for viewing by those present at the bid opening. Vendors may also contact the State to schedule an appointment for viewing bids after the Intent to Award has been posted to the website.

K. ELECTRONIC DOCUMENTS/FACSMILIE SUBMISSIONS

The State Purchasing Bureau will not accept electronic responses to an Invitation To Bid for a commodity term contract at any dollar amount, except for one-time purchase bids under \$25,000. These one-time purchase bids may be submitted by electronic means, but cannot exceed ten (10) pages.

Sealed responses to an Invitation To Bid that contain a two party bid, may include electronic pages transmitted between the two parties, but these documents cannot be submitted to the State Purchasing Bureau by electronic means. No direct electronic solicitation responses will be accepted for a commodity contract of any estimated value.

L. 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.

M. 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 judgment of the State Procurement Manager, 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 specification, and the Bidder shall be held liable therefore.

N. LATE BIDS

Bids received after the time and date of the bid opening will be considered late bids. Rejected late bids will be returned to the Bidder unopened. The State is not responsible for bids that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

O. NO BID

If not submitting a bid, respond by returning the Invitation To Bid form explaining the reason in the space provided. 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.

P. LUMP SUM OR ALL OR NONE BIDS

The State reserves the right to purchase item-by-item, by groups or as 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.

Q. REJECTION OF BIDS

The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right 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. The State reserves the right to reject any or all bids and re-advertise for bids; and further reserves the right to waive any informality or irregularity.

R. EVALUATION OF BIDS

All responses to this Invitation To Bid which fulfill all mandatory requirements will be evaluated for conformance to requested specifications. Elements that may also be considered include but are not limited to:

1. The ability, capacity, and skill of the Bidder to deliver and implement the system or project, or provide the requested goods, that meet the requirements of the Invitation to Bid;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the purchase order within the specified time frame;
4. The quality of Bidder performance on prior purchase orders; and
5. Such other information that may be secured and that has a bearing on the decision to award the purchase order.

S. BID TABULATIONS

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined, after the evaluation period is over, during normal business hours by appointment.

T. MANDATORY REQUIREMENTS

The bids will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Bids not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Invitation To Bid for Commodity One-Time Purchase form, signed in ink; and
2. The completed Invitation To Bid document.

U. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that may be identified by the company in the bid, those indicated through the explicitly

specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects. The State may use a third party to conduct reference checks.

V. RECYCLING

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

W. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All Bidders should be authorized to transact business in the State of Nebraska. All 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 recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the purchase order. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certification of registration. Further, all Bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

X. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01-73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident Bidder 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 purchase order. The provision of this preference shall not apply to any purchase order for any project upon which federal funds would be withheld because of the provisions of this preference.

Y. AWARD

All purchases, leases, or purchase orders which are based on competitive bids will be awarded according to the provisions in the Invitation To Bid. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders, in whole or in part, and at its discretion, may withdraw or amend the Invitation To Bid at any time. The State reserves the right 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. The Invitation To Bid does not commit the State to award a purchase order. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the due date may be extended.

By submitting a bid in response to this Invitation To Bid, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once an Intent To Award decision has been determined, it will be posted to the Internet at:
<http://das.nebraska.gov/materiel/purchasing/>

Z. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Invitation To Bid or any resultant purchase order, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid; and
2. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State, and Legal Action

III. INVITATION TO BID - TERMS AND CONDITIONS

By signing the "Invitation To Bid" form, the Bidder guarantees compliance with the provisions stated in this Invitation To Bid, agrees to the Terms and Conditions unless otherwise agreed to, and certifies Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. **Bidders must include completed Section III with their ITB response.**

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The purchase order resulting from this Invitation To Bid shall incorporate the following documents:

1. Change Order to Purchase Order award with the most recent dated change order having the highest priority;
2. Purchase Order and any attached Addenda;
3. The Invitation To Bid form and the Vendor's Bid Response signed in ink
4. Addendum to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the purchase order.

Unless otherwise specifically stated in a purchase order change order, 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. Change Order to Purchase Order award with the most recent dated Change Order having the highest priority,
2. Purchase Order award and any attached Addenda,
3. The signed Invitation To Bid form and the Contractor's Bid Response
4. Addendum to ITB and any Questions and Answers,
5. The original ITB document and any Addenda.

Any ambiguity in any provision of this purchase order which shall be discovered after its execution shall be resolved in accordance with the rules of purchase order interpretation as established in the State of Nebraska.

Once bids are opened they become the property of the State of Nebraska and will not be returned.

B. DEBARMENT

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 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 notices if contractor becomes debarred during the term of this contract.

C. SPECIFICATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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 Procurement Manger will be the sole judge of equivalency. The Bidder may offer any brands 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.

D. PERFORMANCE AND DEFAULT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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.

E. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Bidder certifies that it maintains a drug free workplace 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.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. 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, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of purchase order. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any Purchase Order resulting from this Invitation To Bid.

G. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the purchase order. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

H. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State may already have in place or choose to award supplemental purchase order(s) related to this Invitation To Bid or any portion thereof.

1. The State reserves the right to award the purchase order jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
3. The State reserves the right to award multiple purchase orders or to award line by line purchase orders.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor is solely responsible for fulfilling the purchase order, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting purchase order. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor 's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the purchase order without the prior written authorization of the State. Following execution of the purchase order, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the purchase order.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the purchase order shall remain under the sole direction and control of the Contractor.

The Contractor shall include a similar provision in any purchase order with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the purchase order;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State may terminate the purchase order, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the purchase order. Should said funds not be appropriated, the State may terminate the purchase order with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. In no event shall the Contractor be paid for a loss of anticipated profit.

L. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit purchase order. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this purchase order kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this purchase order and for a period of five (5) years after the completion of this purchase order, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this purchase order and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during

normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total purchase order billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

N. BID PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State shall not incur any liability for any costs incurred by Bidders in replying to this Invitation To Bid, including any activity related to bidding on this Invitation To Bid.

O. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting purchase orders. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State shall have the right to assign or transfer the purchase order or any of its interests herein to any agency, board, or commission of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor may not assign, voluntarily or involuntarily, the purchase order or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The purchase order shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant purchase order shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

S. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the purchase order, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

T. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the purchase order award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

U. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

During the bid process, all communication between the State and a Bidder shall be between the Bidder’s representative clearly noted in its bid and the buyer noted in Section II.A., Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the purchase order, all notices under the purchase order shall be deemed duly given upon delivery to the staff designated as the point of contact for this ITB, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Bidder should provide in its bid the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the purchase order, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the purchase order. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the purchase order, all communication between Contractor and the State regarding the purchase order shall take place between the Contractor and individuals specified by the State in writing. Communication about the purchase order between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

V. EARLY TERMINATION

The purchase order may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the purchase order at any time.
2. The State, in its sole discretion, may terminate the purchase order for any reason upon thirty (30) calendar days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other obligations incurred under the terms of the purchase order. In the event of cancellation the Contractor shall be entitled to payment for those products received and accepted by the State.
3. The State may terminate the purchase order immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor’s assets has been appointed by a court;

- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the purchase orders by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support or provision of the deliverable;
- i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
- j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this purchase order.

W. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State may terminate the purchase order, in whole or in part, if the Contractor fails to perform its obligations under the purchase order in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of purchase order within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of purchase order does not waive the State's right to immediately terminate the purchase order for the same or different purchase order breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

X. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

If any document or deliverable required pursuant to the purchase order does not fulfill the requirements of the Intent To Bid/resulting purchase order, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

Y. ACCEPTANCE AND PAYMENT OF GOODS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

Z. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the purchase order due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the purchase order. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the purchase order if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the purchase order.

AA. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Payments shall not be made until purchase order deliverable(s) are received and accepted by the State.

BB. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

State will render payment to Contractor when the terms and conditions of the purchase order and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. 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 goods provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such claims.

CC. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. Invoice shall include the Purchase Order Number and line items and their respective amounts as agreed upon by award and acceptance of the Purchase Order. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as a change order to the purchase order.

DD. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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.

EE. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the purchase order shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the purchase order are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

FF. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

If any term or condition of the purchase order is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the purchase order did not contain the particular provision held to be invalid.

GG. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

HH. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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

II. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

By submission of this bid, the bidder certifies, that it is the party making the foregoing bid and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the purchase order of anyone interested in the proposed purchase order; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged

information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

JJ. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid until an award is made (and for Bidder receiving award unless otherwise so stated in the purchase order) or the Invitation To Bid is cancelled.

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.

Contractor represents and warrants that all prices, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the purchase order the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the purchase order and all prices in addition, which the Contractor may charge under the terms of the purchase order, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase unless specifically allowed by these specifications.

KK. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

No Bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No Bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the purchase order. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the purchase order be completed without external influence. It is not the intent of this section to prohibit Bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Invitation To Bid or the format or content of their bid.

If the Bidder is found to be in non-compliance with this section of the Invitation To Bid, they may forfeit the purchase order if awarded to them or be disqualified from the selection process.

LL. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

MM. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this purchase order resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

NN. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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 means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Invitation To Bid response.
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 purchase order terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IV. SCOPE OF WORK

The Bidder must provide the following information in response to this Invitation To Bid.

A. SCOPE

It is the intent of this invitation to bid to establish a one-time purchase to supply a 2015 or Current Production year Large Scale Truck, Knuckle Boom Crane, Steel Bed, and Rear Bumper per the attached specifications.

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 Large Scale Truck, Crane, Steel Bed, and Rear Bumper 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.

B. CHANGE ORDER

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

C. REVISIONS

In the event any product is discontinued or replaced with a newer version prior to delivery of the goods, the State of Nebraska reserves the right to amend this purchase order to include the new product.

V. INVITATION TO BID - TECHNICAL SPECIFICATIONS

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.

“YES” response means the Bidder guarantees they can meet this condition.

“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 Bidder’s alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. NON-COMPLIANCE STATEMENT
			A. 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.
			B. 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.
			C. 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 Invitation To 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).
NOTES/COMMENTS:			

LARGE SCALE TRUCK CHASSIS

YES	NO	NO & PROVIDE ALTERNATIVE	2. WHEEL BASE
			A. 240” from center line of front axle to trunnion.
			B. 155.5” cab to trunnion.
			C. 55” rear axle spacing.
			D. 55” lift axle spacing in front of rear axles.
			E. Shall be clear useable space above frame rails.
			F. Exhaust stack and heat shield shall be right side mounted with no exhaust crossing over from rails.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. FRAME
			A. Shall be heat treated alloy steel double frame 120,000 psi yield.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. AXLES AND SPRINGS
			A. 20,000 lbs. rated front non driving axle with corresponding leaf springs to be set forward design.
			B. Oil filled front hubs with window required.
			C. Front shock absorber installed as per mfg. specification.
			D. Rear tandem air suspension shall be Hendrickson primaxx ex heavy duty on/off road suspension. 46,000 lb. capacity. 9" ride height.
			E. Shock absorbers mounted in standard location. Must have inter wheel and inter axle locking differential and manual air release control in cab. Rear gear ratio 5.29.
			F. Manual dump valve located in cab.
			G. 13,000 lb. self-steering lift axle. (Watson and Chatlin SL 1190 tru track alumilite) is preferred or equivalent.
			H. Mounted at a 55" spacing in front of front drive axle. (MUST have a minimum clearance between drive shaft and axle of six inches when in the raised position (to allow for sufficient suspension travel of the drive axles).
			I. Axle controls mounted inside and outside of cab.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. WHEELS AND TIRES
			A. Ten (10) stud hubs piloted ventilated steel disc type with 11-1/4 inch diameter bolt circle.
			B. Two (2) front non driving wheels shall be 425/65r22.5 load range L 20 ply.
			C. Eight (8) rear axles shall be 11r22.5 load range h 16 ply.
			D. Two (2) lift axles shall be 11R22.5 load range h 16 ply. Lift axle tread design can be highway only.
			E. Tread design to be on/off highway traction.
			F. Tire manufacturer must be Goodyear, Michelin, Continental or Firestone.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. BRAKES
			A. Service brakes shall be six wheel full air with automatic slack adjusters.
			B. Two shoes per wheel, double anchored when brakes are drum brakes.
			C. Dust shield are required on all axles.
			D. A spring loaded parking brake system designed to automatically apply parking brakes to all four rear wheels when pressure in main air reservoir drops below safe pressure with warning signal is required.

			E. Compressor shall be a single or two-stage water- cooled type with a minimum capacity of 17cfm.
			F. Bendix AD-IP dryer or original equipment manufacturers (OEM) equivalent required. May be dealer installed. Spin on filter required.
			G. Drain valve system for all air tanks must be accessible from side of chassis.
			H. Must be equipped with trailer brake controls with hand control valve and Tractor protection for straight truck. Must have all necessary lines and connections mounted to rear of truck chassis.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. ENGINE
			A. Diesel, minimum actual displacement no less than 12 liters 400 bhp, 1,400 ft. /lbs. torque.
			B. Temperature controlled fan.
			C. Must have 110 volt ac engine coolant heater. Male receptacle with cover for electrical wire for engine heater is to be sturdily mounted.
			D. Engine shall have glow-plugs or pre-heater to aid in cold weather starting.
			E. Exterior and interior to engine compartment air inlet system for air cleaner with dual element.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. TRANSMISSION
			A. Manual 10 speed. Can be Fuller 10 speed RTO 14908LL or Eaton Fuller FROF-122102.
			B. Must have provision to attach air operated power take off to bottom or side of transmission.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	9. FILTERS
			A. Oil filter to be full flow, throw-away type.
			B. Dual element air cleaner if available by manufactured Donaldson or equivalent.
			C. Fuel filters to be original equipment manufacturers (OEM).
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	10. TECHNICAL SPECIFICATION: FUEL TANK(S)
			A. Made of aluminum.
			B. Fuel tank(s) shall be regular accessory unit AS SHOWN AND LISTED IN TRUCK MANUFACTURER'S DATA BOOKS.
			C. Fuel water separator with heater required. Bio-fuel compatible.
			D. Minimum of eighty (80) gallon capacity.
			E. Can be left side mounted not to extend past cab.
			F. Dual tanks may not extend past cap.
			G. Minimum of fourteen inches (14") of ground clearance.
			H. Original equipment manufacturer (OEM) DEF tank (if applicable) shall not extend past back of cab.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	11. ELECTRICAL
			A. System to be twelve (12) volt.
			B. Manufacturer's recommended batteries for diesel engine. Minimum of three (3) batteries and 2700 CCA.
			C. Alternator shall be a Delco 28 SI of 160 amperes or OEM equivalent.
			D. Positive and negative jump start studs required. Must be easily accessible at side of chassis.
			E. Must have trailer lighting harness and seven (7) pin ATA plug required at rear of frame.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	12. STEERING
			A. Manufacturer's power steering required.
			B. Dual power steering boxes required.
			C. Tilt steering wheel required.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	13. CAB
			A. Fully enclosed safety type air suspension cab with locks on doors.
			B. Nation Brand Model 2000 or equivalent series air seat with air lumbar support on drivers and passengers side, both with cloth covering and able to adjust forward and backward on gliders. State air seat model: _____
			C. Seats must be able to provide at least 6.5 inches of travel.
			D. Seat mounted armrests outboard to be furnished on drives side.
			E. Power electric window on both side windows.

			F. Tinted safety glass.
			G. Step or running board on each side of cab.
			H. Exterior and interior grab handles on both sides to facilitate entry in to the truck shall be provided.
			I. Cab to have minimum 72 inches (72") of shoulder room.
			J. Cab to have 56 inches (56") floor to headliner height.
			K. Two padded sun visors.
			L. Manufacturer' standard air horn shall be provided and electric horn.
			M. Manufacturer's standard manually controlled air conditioning system.
			N. Manufacturer's recommended outside air intake heater with defroster to entire windshield.
			O. Factory installed am/FM radio with cowling mounted antenna-power outlet on dash.
			P. Hood shall be tilt forward design with locking straps on right and left fenders.
			Q. Front bumper shall be one piece painted steel.
			R. Dealer's decals, stickers or other signs shall not be put on units; manufacture's nameplates, stampings and other signs are acceptable.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	14. COLOR
			A. Truck will be white or grey with paint based coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	15. MIRRORS
			A. Rear vision, rectangular Western type 16"x 7" or larger.
			B. To be stainless steel or original equipment manufacturers (OEM) equivalent heated type with tinted or non-glare glass.
			C. Mounted on right and left doors of cab.
			D. Eight inch (8") convex mirror or equivalent size to be mounted below the rectangular mirror on both sides. May not overlap main mirror.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	16. LIGHTS
			A. Halogen high beam headlights with low beam, parking, dome, double tail and stop lights, front and rear directional turn signal lights.
			B. LED double tail and stop lights.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	17. CONTROLS AND INSTRUMENTATION
			A. Key locking ignition switch, head, parking and dome light switch, traffic hazard switch, headlight beam control, speedometer, tachometer, voltmeter, oil pressure gauge, fuel gauge, engine temperature gauge, air pressure gauge, engine hour meter.
			B. Vacuum restriction gauge dash mounted or mounted on air filter housing.
			C. High beam indicator lights, flashing turn-indicator lights, self-canceling turn signal switch on steering column.
			D. Control for inter-wheel inter-axle locking differentials shall have dash-mounted indicator lights.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	18. WINDSHIELD WIPERS
			A. Heavy duty dual electrical wipers with intermittent capability.
			B. Dual electric windshield washers.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	19. WARRANTY
			A. The manufacturer's regular warranty certificate will be required with the unit when delivered.
			B. The manufacturer's written warranty including engine, transmission and differential must accompany delivered units.
			C. Manufacturer's Full warranty coverage will be required for the stated warranty period beginning from the date of delivery.
			D. It shall be the responsibility of the manufacturer and/or successful bidder to warrant the State of Nebraska/Department of Agriculture, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.
			E. Shall provide any information on towing availability and what is covered.
			F. It is understood that the bidder accepts the above warranty requirements when offering a bid.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	20. SERVICE
			A. Manufacturer's standard warranty, completed pre-delivery inspection certificate, Manufacturer's Statement of Origin and line sheet will be required at time of delivery.
			B. Service policy shall be honored by all of the manufacturer's authorized dealers in the State of Nebraska.
			C. Dealer's decal stickers or their signs shall not be put on unit.
			D. Manufacturer's nameplates stampings and other similar signs are acceptable.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	21. MANUALS
			A. Owners/operator's manuals must be provided with each unit.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	22. INSPECTION
			A. Units shall be made available for inspection at the dealer prior to delivery.
			B. Vendor shall be present at time of inspection to assist with any questions and/or issues.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	23. DELIVERY
			A. Unit shall be delivered to the Nebraska Standards Laboratory at 3721 West Cumming Street, Lincoln, NE 68524.
			B. Unit shall be delivered with not less than ten (10) gallons of fuel in tank.
			C. Vendor must notify the Nebraska Department of Agriculture within 24 hours prior to delivery on workday basis at (402) 471-3422.
			D. Manufacturer's statement of origin and other pertinent purchasing documents must accompany invoice.
NOTES/COMMENTS:			

ARTICULATING KNUCKLE BOOM CRANE

The 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 12000 Performance Crane or equivalent.

YES	NO	NO & PROVIDE ALTERNATIVE	1. FEATURES
			A. Twenty-six feet (26') hydraulic outreach.
			B. Minimum 13,000 lb. Max. Lifting capacity (3000lb @26' from rotation to hook point).
			C. Without hose equipment for attachments.
			D. Remote control shall be wireless with battery provided.
			E. ECM electronics for engine idle adjustment.
			F. Paltronics overload protection electronics.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. WARRANTY
			A. The manufacturer's regular warranty certificate will be required with the unit when delivered.
			B. Manufacturer's full warranty coverage will be required for the stated warranty period beginning from the date of installation.
			C. It shall be the responsibility of the manufacturer and/or successful bidder to warrant the State of Nebraska/Department of Agriculture, in writing, that is has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.
			D. It is understood that the bidder accept the above warranty requirements when offering a bid.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. SERVICE
			A. Manufacturer's standard warranty, completed pre-delivery inspection certificate, Manufacturer's Statement of Origin and line sheet will be required at time of delivery.
			B. Service policy shall be honored by all of the manufacturer's authorized dealers in the State of Nebraska.

			C. Dealer's decal stickers or their signs shall not be put on unit.
			D. Manufacturer's nameplates stampings and other similar signs are acceptable.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. MANUALS
			A. Owners/operator's manuals must be provided with each unit.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. INSPECTION
			A. Units shall be made available for inspection at the dealer prior to installation.
			B. Vendor shall be present at time of inspection to assist with any questions and/or issues. Vendor shall contact the Nebraska Department of Agriculture at 402-471-3422 to schedule inspection.
NOTES/COMMENTS:			

STEEL TRUCK BED AND REAR BUMPER

YES	NO	NO & PROVIDE ALTERNATIVE	1. TRUCK BED
			A. 96 inches (96") wide and 192 inches (192") long.
			B. 3/16 inch steel floor plated decking, all seams fully welded (not stich welded).
			C. S6 x 12.5 lb. /ft. I beam Depth 6.00" width 3.332" Longitudinal frame, total length of 244". 54" extended past rear of bed.
			D. S3 x 5.7 lb. /ft. Depth 3.00" width 2.33" Cross members on 12" centers.
			E. C4 x 5.4 lb./ft. Depth 4.00" width 1.50" perimeter frame.
			F. Bulk head 36 inch high with 18 inch side support on passenger side.
			G. To include oak strips, mounting hardware, mud flaps and fabrication of mud flap brackets extra shielding and hardware.
			H. LED clearance lights and wiring.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. TOOL BOXES
			A. Two (2) steel under body tool boxes as long as practical, not less than 30 inches installed/caged with 1" x 2" box tube to under-side of bed as far to the front as possible on drivers and passenger side.
			B. One (1) 24"W x 18"D x 30"H cabinet mounted on driver's sided instead of side support for bulkhead.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. REAR BUMPER AND HITCH
			A. Fabrication and installation of rear hitch and bumper as per drawings and pictures (included).
			B. LED tail, turn and clearance lights.
			C. Forty-five (45) ton Pintle hitch and supports.
			D. Glad hands and air lines.
			E. Safety" d" rings for both Pintle hitch and 2 inch receiver hitch. Female 7-pin electrical connector for towing.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4.	5. V
			A.	B. T a
			NOTES/COMMENTS:	

YES	NO	NO & PROVIDE ALTERNATIVE	6. INSPECTION
			A. Units shall be made available for inspection at the dealer prior to Installation.
			B. Vendor shall be present at time of inspection to assist with any questions and/or issues.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. INSTALLATION
			A. Once unit is inspected and approved by the Nebraska Department of Agriculture, it is to be installed on the delivered vehicle.
			B. Vendor will provide the Department of Agriculture with the time to build and install the bed, hitch and accessories.
			C. Build and installation time shall not exceed forty five (45) days.
NOTES/COMMENTS:			

MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	1. MOTOR VEHICLE INDUSTRIES REGULATION ACT
			A. 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.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. LIFE CYCLE COST *NOTE: LIFE CYCLE COST WORKSHEET SHALL BE INCLUDED AS ATTACHMENT TO ITB
			<p>A. 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.</p> <p>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 purchase order 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.</p> <p>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.</p>
			<p>B. 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.</p>
			<p>C. Purchase Order Awards State Purchasing Bureau may award multiple purchase orders 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.</p>
			<p>D. Purchase Order Selection by Procuring Agency The procuring agency may select either purchase order: low acquisition cost purchase order or the life-cycle cost purchase order. 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.</p>

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	3. DELIVERY AFTER RECEIPT OF ORDER (ARO)
			<p>A. The vendor shall supply and deliver F.O.B. Destination as required by the State of Nebraska per attached specifications, terms and conditions. Price quoted shall be net, including transportation and delivery charges fully prepaid by the seller. Approximate delivery time ARO is required; delivery may be used as a factor in award of this bid.</p> <p>Original manufacturer's statement of origin is to be furnished with unit.</p> <p>Delivery Location:Nebraska Standards Laboratory 3721 West Cumming Street Lincoln, NE 68524</p> <p>Delivery is to be made between 8:00 a.m. and 2:30 p.m. Monday through Friday exclusive of State holidays, after servicing and ready to drive with no less than 10 gallons of fuel. Vehicles will not be accepted if all paper work is not with the vehicle at the time of delivery. Dealer still owns the vehicles until buyers sign all required paper work.</p>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. PRICES
			<p>A. Price quoted shall be unit price and shall be firm from date of bid to 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.</p>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. AUTHORIZED DEALER & WARRANTY
			<p>A. 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 purchase order. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.</p>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. SUBSTITUTIONS
			A. Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.
NOTES/COMMENTS:			

	NO	NO & PROVIDE ALTERNATIVE	7. SECRETARY OF STATE REGISTRATION REQUIREMENTS *Prior to purchase order 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>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required) If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <ol style="list-style-type: none"> 1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <ol style="list-style-type: none"> 2. If The Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the purchase order terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

**Form A
Bidder Contact Sheet
Invitation To Bid Number 5169 OF**

Form A should be completed and submitted with each response to this Invitation to Bid. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	