

**STATE OF NEBRASKA  
Administrative Services  
Surplus Property  
P. O. Box 94901  
Lincoln, NE 68509-4901  
402-471-3896**

**INVITATION TO BID**

**Invitation Number:**                     SPN 27LO140503                    

**Date:**           January 14, 2014          

The State of Nebraska Surplus Property is soliciting sealed bids for the item(s) identified below. A bid deposit, in the amount of ten (10) percent of the total bid, **must accompany the bid** in the form of a **CHECK OR MONEY ORDER** made payable to the **STATE OF NEBRASKA**. All bids must be received by Surplus Property by the closing date and time indicated below. A return envelope has been enclosed for convenience. It is the responsibility of the bidder to read and comply with the General Conditions on the reverse side. **Please note that Bidder signature is required.**

To make arrangements to view the item(s), please contact the agency representative listed below between the hours of 8:00a.m. and 4:00p.m.CST, Monday through Friday.

Point of Contact:           Rob Lowe  
Phone Number:           402-336-2051  
Location of Property:    O'Neill Maintenance Yard  
                                  404 West Douglas Street  
                                  O'Neill, NE 68763  
Closing Date & Time:    February 4, 2014 at 3:00 p.m.

Invitation No.	Description	Dollars	Cents
27LO140503	12 Round Hay Bales		
27LO140503	1 Smaller Hay Bale		

**Please note the Invitation to Bid must be signed and the ten (10) percent deposit must be included in order for this bid to be valid.**

Bidder Name: (Please print) \_\_\_\_\_  
 Bidder Signature: (Required) \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

For additional bid opportunities, visit our website at <http://www.das.state.ne.us/materiel/surplus/surplus.htm>

## GENERAL CONDITIONS

1. The right is reserved to reject any and all bids or any part of a bid, to waive any technicality in bids, and to accept any item in the bid. In the case of any confusion as to an amount bid, assumption is made that the amount appertains to the smallest identifiable unit of the property listed. In the event of a tie, the Surplus Property Manager or designee will, as referee, conduct a coin toss.
2. Telegraphic, email and fax bids will not be considered unless called for in the invitation.
3. All property listed herein is offered "as is" and "where is" without any warranty or guaranty, implied or of any kind, as to quality, character, condition, weight, size, or kind, and no claim will be considered for allowance or adjustment based upon failure of the property to conform to the bidder's expectations. **Bidders are therefore cautioned to inspect the property prior to submitting bid, as failure to inspect will not constitute grounds for relief or for the withdrawal of a bid after closing date.**
4. Deposits from unsuccessful bidders will be refunded. The deposit from a successful bidder will be held as security for the completion of the contract. If a bidder fails to comply with the contract as specified, the bidder's deposit will be forfeited to the State as liquidated damages.
5. The bidder receiving the award agrees to make full payment for the property within the time period specified in the notice of award and invoice, and to remove the property at its own expense within the time period specified in the authorization to claim the property. The bidder further agrees to reimburse the State for any damages to State property caused by its removal operations. It is expressly understood that the property shall be held at the sole risk of the purchaser once an award is made, and that the State shall not be responsible for loss or damage to any unclaimed property, howsoever caused.
6. Authorization to claim the property will be issued upon full payment by the successful bidder. The successful bidder will have ten (10) business days from the date of the notice to remove its property. If the successful bidder fails to make full payment or fails to remove its property within the specified time periods, the State shall have the right to sell or otherwise dispose of the property. If the property is resold by the successful bidder prior to the expiration of the time allotted for removal, the successful bidder will in no way be released from its obligations hereunder, such subsequent sale having no effect on this contract.
7. All controversies concerning questions of fact arising under this contract shall be decided by the Surplus Property Manager. The bidder may appeal these decisions by submitting a written statement within fifteen (15) days to the Materiel Division Administrator, whose decision shall be final and conclusive.

### SPECIAL INSTRUCTIONS

**Envelopes containing bids must be sealed.**

Name and address of bidder must be stated on outside of envelope.  
Together with the bid number and date and hour of opening.

**BID MUST INCLUDE CHECK OR MONEY ORDER**