

# State of Nebraska - INVITATION TO BID CONTRACT

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

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

Date	12/20/17	Page	1 of 2
Solicitation Number	5738 OF		
Opening Date and Time	01/23/18	2:00 pm	
Buyer	RENE BOTTS (AS)		

### DESTINATION OF GOODS

DEPARTMENT OF TRANSPORTATION  
5001 S 14TH ST  
PO BOX 94759  
LINCOLN NE 68509-4759

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

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver ASPHALT DISTRIBUTOR to the State of Nebraska as per the attached specifications for a two (2) year period from date of award. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

(vc 12/18/17)

### INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	TRUCK CHASSIS MIN 52,000 GVWR W/ASPHALT DISTRIBUTOR	6.0000	EA	\$201,525. <sup>00</sup>	\$1,209,150. <sup>00</sup>
	CHASSIS MAKE: <u>Western Star</u>				
	MODEL: <u>4700</u>				
	ASPHALT DISTRIBUTOR: <u>Bear Cat Mfg</u>				
	ASPHALT DISTRIBUTOR MODEL: <u>BC502</u>				

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 0 DAYS

By signing this 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 (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 150 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

Enter Contact Information Below

VENDOR# 501480  
VENDOR: Nebraska Truck Center, Inc  
Address: 4747 Juergen Road  
PO Box 1887  
Grand Island, NE 68802

Contact Keith Brus  
Telephone 308-384-0130  
Facsimile 308-382-8946  
Email Keithb@nebraskatruck.com

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## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	OPTIONS				
2	PARTS CD-ROM FOR CHASSIS AND ENGINE	6.0000	EA	<u>\$510<sup>00</sup></u>	<u>\$3,060<sup>00</sup></u>
3	TRANSMISSION TECHNICAL MANUAL AND AUTOMATIC	6.0000	EA	<u>\$250<sup>00</sup></u>	<u>\$1,500<sup>00</sup></u>
4	TRANSMISSION PARTS MANUAL AND AUTOMATIC	6.0000	EA	<u>\$150<sup>00</sup></u>	<u>\$900<sup>00</sup></u>
5	ELECTRICAL WIRING DIAGRAM MANUAL	6.0000	EA	<u>\$295<sup>00</sup></u>	<u>\$1,770<sup>00</sup></u>
6	ASPHALT DISTRIBUTOR PARTS CD-ROM	6.0000	EA	<u>\$0<sup>00</sup></u>	<u>\$0<sup>00</sup></u>
7	DEDUCT FOR NO AIR CONDITIONING	6.0000	EA	<u>N/A</u>	<u>N/A</u>
8	OUTLET FOR VENT AND OVERFLOW FOR ASPHALT DISTRIBUTOR ROUTED	6.0000	EA	<u>Included in Base Price</u>	<u>Included in Base Price</u>
9	OPTION FOR 16 FOOT SPRAY BAR	6.0000	EA	<u>\$1,800<sup>00</sup></u>	<u>\$10,800<sup>00</sup></u>
10	OPTION FOR 18 FOOT SPRAY BAR	6.0000	EA	<u>\$3,370<sup>00</sup></u>	<u>\$20,220<sup>00</sup></u>
11	OPTION FOR 20 FOOT SPRAY BAR	6.0000	EA	<u>\$5,700<sup>00</sup></u>	<u>\$34,200<sup>00</sup></u>
12	DEDUCT FOR MANUAL TRANSMISSION	6.0000	EA	<u>\$2,345</u>	<u>\$14,070</u>
13	DEDUCT FOR AUTOMATED MANUAL TRANSMISSION	6.0000	EA	<u>ADD \$3,389</u>	<u>ADD \$20,334</u>

## INVITATION TO BID

Number 5738-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a commodity contract, ITB Number 5738 OF for the purpose of selecting a qualified Bidder to provide **Truck Chassis Minimum 52,000 pound GVWR with Asphalt Distributor**. Specifications can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all bids or responses received regarding this ITB will be posted to the SPB website.

These postings will include the entire bid or response. Bidders must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Bidder must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this ITB for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this ITB, specifically waives any copyright or other protection the contract, bid, or response to the ITB may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this ITB, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the ITB being found non-responsive and rejected.

**Any entity awarded a contract or submitting a bid or response to the ITB agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the ITB, awards, and other documents.**

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods 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 ITB. 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.

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

**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 goods.

**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 goods 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/s (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 ITB, ITB (written solicitation) or contract are completed.

**Invalid Bid:** i.e., a fax or email response for a term contract.

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers.

**Late Bid:** 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 goods.

**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.

**Point of Contact (POC):** The person designated to receive communications and to communicate

**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 ITB, 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 goods to be provided under the contract.

**Proposal:** See Bid.

**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 service 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) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to an ITB 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 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.

**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 – Service:** 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.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**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 the contract expires or 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.

**Third-Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

**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 of service.

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

**Vendor Performance Report:** A report issued to the Contractor by SPB when products or goods delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to SPB by the agency. The SPB 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. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing Truck Chassis Minimum 52,000 pound GVWR with Asphalt Distributor at a competitive and reasonable cost. A detailed description can be found in Sections II through VII.

Bids shall conform to all instructions, conditions, and requirements included in the ITB. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this ITB, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the ITB.

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: René A. Botts  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**C. COMMUNICATION WITH STATE STAFF**

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. After the intent to award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the SPB; and
3. Contact required for negotiation and execution of the final contract.

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

**D. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1. Release ITB	December 20, 2017
2. Last day to submit written questions	January 3, 2018
3. State responds to written questions through ITB "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	January 5, 2018
4. Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 23, 2018 2:00 PM Central Time
5. Review for conformance of mandatory requirements	TBA
6. Evaluation period	TBA
7. Post "Notification of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBA
8. Contract finalization period	TBA
9. Contract award	TBA

**E. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 5738 OF; Truck Chassis Minimum 52,000 pound GVWR with Asphalt Distributor Questions". SPB is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**F. RECYCLING (§ 81-15,159(d)(2))**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. 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.

**G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. 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 correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**H. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

**I. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator 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 ITB 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.

**J. SAMPLES**

When requested, samples shall be furnished at the Bidder's expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the Bidder's name, the ITB number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State reserves the right to request samples even though this may not have been set forth in the ITB. Samples not destroyed in testing will be returned at Bidder's expense, if requested, or will be donated to a public institution.

**K. BID PREPARATION COSTS**

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

**L. 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.

**M. PRICES**

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the ITB is cancelled.

Prices submitted on the cost proposal form shall remain fixed for the initial two (2) year period of the contract. No more than one (1) price increase may be requested per term for the remaining life of the contract. Any request for a price increase subsequent to the initial two (2) year period of the contract shall not exceed ten (10%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days before the price increase effective date. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

**N. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB (Sections II through VII) become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in Sections II through VI must be clearly defined by the Bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

**O. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, 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 ITB 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.

**P. LUMP SUM OR 'ALL OR NONE' BIDS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

**Q. BID REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);

2. Clarity and responsiveness of the bid;
3. Completed Sections II through VII;
4. Completed ITB Form;
5. Paint chip of truck color being bid.

**R. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this ITB or any resultant contract, 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;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. 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.

**S. SUBMISSION OF BIDS**

**ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!**

Only one (1) original bid shall be submitted. Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB 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 face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

Sealed bids must be received in the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. No late bids will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://das.nebraska.gov/materiel/purchasing.html>

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in this ITB.

**T. EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$50,000.00. .

**U. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**V. LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Bidder and at Bidder's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

**W. BID OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

**X. BID TABULATIONS**

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>.

**Y. BEST AND FINAL OFFER**

The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.

**Z. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.

**AA. REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.

**BB. RESIDENT BIDDER**

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

**CC. AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. 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 ITB 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 ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

By submitting a bid in response to this ITB, 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 the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

The protest procedure is available on the Internet at: [http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

The State reserves the right to award contracts in a manner, and utilizing methods, selected in the State's best interest and discretion. The State may waive informalities or irregularities in bids if the waiver is in the best interest of the State and such waiver does not prejudice other Bidders in the State's discretion. After evaluation of the bids, the State may take, in the State's discretion, one or more of the following actions:

1. Accept or reject a portion of or all of a bid;
2. Accept or reject all bids;
3. Withdraw the ITB;
4. Elect to rebid the ITB;
5. Award single lines or multiple lines to one or more Bidders; or,
6. Award one or more complete contracts.

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time; and,
5. State contract management requirements and/or costs.



**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI as part of their bid.**

Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

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

The contract resulting from this ITB shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) the original ITB document and any Addenda, and 5) the Contractor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

**B. GOVERNING LAW**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the

person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**C. CHANGE ORDERS OR SUBSTITUTIONS**

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**Vendor will not substitute any item that has been awarded without prior written approval of SPB.**

**D. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**E. NON-WAIVER OF BREACH**

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**F. SEVERABILITY**

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

If any term or condition of the contract 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 contract did not contain the provision held to be invalid or illegal.

**G. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**H. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

**I. ASSIGNMENT, SALE, OR MERGER**

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

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**J. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**K. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

**L. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract 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 contract 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 of the deliverable; and,
  - i. In the event funding is no longer available.

**M. CONTRACT CLOSEOUT**

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

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;

2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property;

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

1. Any and all pay, benefits, and 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 contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, 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 contract without the prior written authorization of the State.

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

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. 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 DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the ITB response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

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, 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 through 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 contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.



**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. ANTITRUST**

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

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

**H. CONFLICT OF INTEREST**

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

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

The Contractor 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 delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**I. ADVERTISING**

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

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

**J. DRUG POLICY**

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

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

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

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

**B. TAXES**

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

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. 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 an amendment to the contract.

**D. INSPECTION AND APPROVAL**

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) 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 termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. SCOPE OF WORK

The Bidder must provide the following information in response to this ITB.

### A. SCOPE

It is the intent of this bid invitation to establish a contract to supply **Truck Chassis Minimum 52,000 pound GVWR with Asphalt Distributor** per the attached specifications from date of award for a period of two (2) years with the option to renew for an additional two (2) two-year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

All items bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Truck Chassis Minimum 52,000 pound GVWR with Asphalt Distributor whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder may 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. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

### C. REVISIONS

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. 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 shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to bid. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
✓			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
✓			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing by the Bidder to: the State Purchasing Bureau and e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> 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).
<b>NOTES/COMMENTS:</b>			

**C. CHASSIS BASIC SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Shall not be less than 52,000 pounds GVWR.
✓			2. Wheelbase shall conform to distributor manufacturer's recommended length to fit Cab-to Axle specification and frame length specification.
✓			3. Cab to axle distance shall be approximately 138 inches.
✓			4. Frame resisting bending moment shall equal or exceed 1,800,000 inch pounds.

NOTES/COMMENTS:

**D. TRANSMISSION**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Allison 3500 RDS six speed automatic transmission with; <ul style="list-style-type: none"> <li>a. hold feature in all gears;</li> <li>b. oil temperature gauge or warning system on or near dash;</li> <li>c. transmission to be most compatible with engine horsepower and torque.</li> </ul>
✓			2. Auxiliary transmission 2 to 1 ratio. Reduction to allow for high RPM while spraying material.
✓			3. Synthetic oil to be installed in transmission.

NOTES/COMMENTS:

**E. SHOCK ABSORBERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Manufacturer's recommended front shock absorbers for GVWR.

NOTES/COMMENTS:

**F. AXLES AND SPRINGS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. <u>Minimum</u> 14,000 pounds rated capacity in front with thrust bearing on kingpin required. <ul style="list-style-type: none"> <li>a. OIL FILLED, FRONT WHEEL HUBS WITH WINDOW REQUIRED.</li> </ul>

✓			2. Rear assembly shall be truck manufacturer's recommended brand with minimum 38,000 pounds rated capacity with: <ul style="list-style-type: none"> <li>a. Dual reduction tandem axle is acceptable if manufacturer does not offer single reduction type.</li> <li>b. Inter-wheel and inter-axle full locking differentials of manufacturer's recommended brand.</li> <li>c. Switches shall have indicator lights.</li> <li>d. Adequate gear ratios must be available to sustain road speed of 75 MPH at governed engine RPM.</li> </ul>
✓			3. Front and rear springs shall meet manufacturer's axle requirements.
✓			4. Rear axles to have synthetic oil installed.
<b>NOTES/COMMENTS:</b>			

**G. STEERING**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Manufacturer's recommended power steering.
✓			2. Tilt steering wheel required.
<b>NOTES/COMMENTS:</b>			

**H. BRAKES**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Service brakes shall be six wheel, full air, with automatic slack adjusters. <ul style="list-style-type: none"> <li>a. Brakes shall be ABS design.</li> </ul>
✓			2. Two shoes per wheel, double anchored when brakes are drum type.
✓			3. Service brakes may also be combination of rear drum brakes and front disc brakes or all disc brakes.
✓			4. Dust shields are required on all axles.
✓			5. 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.
✓			6. Brake chambers on rear axles shall be forward facing.



✓			7. The compressor shall be a single or two-stage water-cooled type with a minimum capacity of 13 CFM.
✓			8. Bendix AD-IP dryer required, with: a. Spin on filter. b. Dryer may be dealer installed if not available from manufacturer.
✓			9. Drain valve system for all air tanks must be conveniently operated from side of chassis. a. System may be dealer installed if not available by manufacturer.
<b>NOTES/COMMENTS:</b>			

**I. ENGINE**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Engine shall be diesel; Cummins L9, Mack MP 7, Volvo D11, or Detroit.  a. Minimum 280 HP with a minimum 800-LB FOOT torque.  Please state engine being bid : <u>Cummins L9</u>
✓			2. NO OTHER ENGINE(S) WILL BE ACCEPTED, unless the engine is approved through the Question/Answer period during the solicitation process.
✓			3. Muffler to be horizontal with vertical stack on RH side with 90 degree elbowed exhaust outlet that is ABOVE top of cab.  a. Elbowed exhaust outlet must be equivalent material and finished as stack and may be dealer installed.  b. Vertical system heat shield required.  c. Horizontal exhaust is acceptable only if required with body and tank.  d. If horizontal is used it must have exhaust suppression to prevent damage to pavement during emission system regeneration.
✓			4. Temperature controlled fan.
✓			5. Engine to be equipped with 110 volt AC engine coolant heater; male receptacle with cover for electrical wire for engine heater is to be sturdily mounted.
✓			6. Cold starting aid – KBI Dieselmatic cartridge type or equivalent; cartridge to be furnished with warm engine cut off, which may be dealer installed unless equipped with glow plugs or pre-heater,

✓			State Cold Starting Aid being bid below: <u>Electric Grid Air Intake Warmer</u>
✓			7. Front crankshaft provisions required for PTO.
✓			8. Exterior and interior to engine compartment air inlet system for air cleaner with dual element.
✓			9. Minimum 18-inch Integral front frame extension on truck will be required, only front bumper and fenders to be furnished.
✓			10. Engine hood shall be tilt-forward hood/fenders with: <ul style="list-style-type: none"> <li>a. Service access panels required;</li> <li>b. Engine shall be equipped with any OEM available;</li> <li>c. Extension tube to allow engine oil and automatic transmission fluid to be conveniently checked and filled at service access panel;</li> <li>d. Butterfly type of hood for convenient access to engine is acceptable if tilt-forward hood/fenders with service access panel(s) are not available by manufacturer;</li> <li>e. Stationary grill is required;</li> <li>f. All shall be manufacturer's standard or optional equipment.</li> </ul>
<b>NOTES/COMMENTS:</b>			

**J. FILTERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Dual element air cleaner if available by manufacturer,
✓			2. Full flow, throw away type oil filter.
<b>NOTES/COMMENTS:</b>			

**K. COOLING**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Manufacturer's heaviest duty cooling capacity radiator.

✓			2. Coolant filter if required by manufacturer.  If required state make and model being bid: <u>No Coolant Filter Required</u>
✓			3. Trucks shall have manufacturer's recommended long life antifreeze protection to no less than 34 degrees below zero Fahrenheit.
✓			4. Radiator and cooling system must be compatible with front PTO.
<b>NOTES/COMMENTS:</b>			

L. FUEL TANK

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Fuel tank to be left side mounted and minimum 100 gallon capacity.  a. Two 50 gallon tanks acceptable if single 100 gallon tank interferes with distributor mounting.
✓			2. Fuel tank shall be regular accessory unit as shown and listed in truck manufacturer's data books.  a. Suction line from tank to pump to be OEM plastic or stratoflex. Stratoflex preferred.  State composition of suction line being bid: <u>High Temperature Reinforced Nylon Fuel Line</u>
✓			3. Fuel/water separator with heater required. Davco 384 preferred.  a. Shall be compatible with bio-diesel fuel.  State Fuel/water separator with heater being bid: <u>Davco 245 Fuel/H<sub>2</sub>O Separator w/Heater</u>
✓			4. Minimum 14 inches ground clearance required under fuel tank and supports.
<b>NOTES/COMMENTS:</b>			

M. WHEELS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Eight (8) wheels; 22.5 inch diameter by <u>minimum</u> 8.25 inch wide rear wheels which are; <ul style="list-style-type: none"> <li>a. Ventilated;</li> <li>b. 10 stud;</li> <li>c. Hub-piloted;</li> <li>d. steel disc type with 11-1/4 inch diameter bolt circle;</li> <li>e. identical including color;</li> <li>f. interchangeable;</li> <li>g. rear wheels and tires must be spaced to permit the use of tire chains.</li> </ul>
✓			2. Three (3) 22.5 inch diameter by <u>minimum</u> 8.25 inch wide wheels (Two [2] fronts and one [1] spare).
NOTES/COMMENTS:			

N. STEEL BELTED RADIAL TIRES

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Steel belted radials of tubeless type. <ul style="list-style-type: none"> <li>a. Eight (8), <u>minimum</u> 11R22.5-16 ply rating on rear.</li> <li>b. Three (3) [fronts and spare] shall be minimum 12R22.5-16ply rating.</li> </ul>
✓			2. Tires shall be Goodyear, Michelin, Bridgestone, Firestone, Continental or General and shall carry said company name.  State brand of tires being bid: <u>Continental</u>
NOTES/COMMENTS:			

O. CAB REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Fully enclosed, safety type cab with locks on doors.

✓			2. National 2000 series air seat with air lumbar support on both driver and passenger sides, both with cloth covering and able to adjust forward and backwards on gliders. a. Seats must be able to provide 6.5 inches of travel. b. Seat mounted arm rests outboard to be furnished on both driver and passenger seats. If outboard arm rest is available by molded arm rest on door of truck, that is acceptable.
✓			3. Power electric windows on both side windows.
✓			4. Tinted safety glass in cab.
✓			5. Step or running board on each side of cab.
✓			6. Interior finished to exclude; a. excessive noise; b. weather.
✓			7. Exterior and interior cab grab handles on both sides to facilitate entry into the truck shall be provided.
✓			8. Minimum 98 inches from grade to top of cab is required.
✓			9. Cab to have minimum 72 inches of shoulder room per specification sheet.
✓			10. Cab to have minimum 56 inches floor to headliner height.
NOTES/COMMENTS:			

P. COLOR

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Truck will be highway safety yellow, <b>vendor to provide color chip with bid for approval.</b>
✓			2. Paint will be base coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.
NOTES/COMMENTS:			

Q. MIRRORS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Rear vision, rectangular Western Type.
✓			2. Mirrors to be stainless steel or OEM equivalent heated type with tinted or non-glare glass.
✓			3. Size 16 inch by 7 inch or approximately 110 square inches.

✓			4. Mounted on right and left doors of cab, extendable to maximum legal width.
✓			5. Convex mirror or equivalent size to be mounted below the 16" x 7" mirror on each side. Convex mirror not to overlap main mirror. Mirror on passenger side to be power adjustable.
<b>NOTES/COMMENTS:</b>			

**R. LIGHTS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Halogen high beam headlights with: a. low beam; b. parking;
✓			2. Dome.
✓			3. Tail and stop lights.
✓			4. Front and rear directional turn signals.
<b>NOTES/COMMENTS:</b>			

**S. CAB CONTROLS AND INSTRUMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Key locking ignition switch; head, parking and dome light switch; headlight beam control; electronic engine/PTO controls; speedometer.
✓			2. Oil pressure gauge.
✓			3. Fuel gauge.
✓			4. Engine temperature gauge.
✓			5. Ammeter or voltmeter.
✓			6. Vacuum restriction gauge for air cleaner on or near dash: a. must be mounted to be easily read from driver's seat, b. may be dealer-installed if not available from manufacturer. c. If unit has vacuum restriction light on dash, the filter minder can remain under hood.
✓			7. High beam indicator light.
✓			8. flashing turn-indicator lights.

✓			9. traffic hazard switch.
✓			10. Dash-mounted, tachometer and hourmeter required. a. Hourmeter may be dealer installed.
✓			11. Air pressure gauge.
✓			12. Dash-mounted in cab control for locking differential engagement/disengagement; a. red or amber warning light when engaged is required, b. may be dealer installed.
✓			13. Self-canceling, turn signal switch on steering column.
<b>NOTES/COMMENTS:</b>			

**T. VEHICLE KEYS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Three (3) sets of keys per truck.
<b>NOTES/COMMENTS:</b>			

**U. WINDSHIELD WIPERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Heaviest duty dual electrical wipers available with intermittent capability.
✓			2. Dual electric windshield washers. a. Washer nozzles to be integrated into wiper arms.
<b>NOTES/COMMENTS:</b>			

**V. ELECTRICAL**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Manufacturer's recommended batteries for diesel engine quoted; a. minimum 2600 cold cranking amperes.
✓			2. Alternator shall have <u>minimum</u> 150 amperage.

✓			State amperage of alternator being bid: <u>160 Amp</u>
✓			3. Positive and negative jump start studs required. a. Must be easily accessible at side of chassis. b. Use of frame or frame hardware is not acceptable for negative stud.
<b>NOTES/COMMENTS:</b>			

**W. GENERAL CHASSIS REQUIREMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Dual electric horns; dual padded sun visors; dual arm rests on door or seat mounted.
✓			2. Manufacturer's standard air horn(s) shall be provided. Power outlet on dash.
✓			3. Truck manufacturer's recommended outside air intake heater with defroster for entire windshield; power outlet.
✓			4. AM/FM radio; seat belts for occupant capacity, lap/shoulder type with retractors for outer seats.
✓			5. Manufacturer's standard manually controlled air conditioning required.
✓			6. Electronic back-up alarm is required which must meet OSHA standards, may be dealer installed.
<b>NOTES/COMMENTS:</b>			

**X. RADIO FREQUENCY SHIELDING – Caution!!**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The chassis and/or installed components and equipment shall be compatible with use of NDOT mobile and/or two-way communication devices. Main communication radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply including low band, high band, UHF, and VHF.
✓			2. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
✓			3. NDOT will conduct testing of radio/two-way when installed in chassis. a. NDOT will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment.



✓			<ul style="list-style-type: none"> <li>b. Vendor shall be required to work with NDOT normal radio operation parameters.</li> <li>c. Vendor shall have 30 days to resolve FRI issue.</li> </ul>
✓			<p>4. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference.</p> <ul style="list-style-type: none"> <li>a. If NDOT and vendor cannot resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO standard compliance.</li> <li>b. Testing shall be done to SAE and/or ISO Standards which were current at date of bid.</li> <li>c. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.</li> </ul>
✓			<p>5. If after testing by NDOT and /or accredited lab, the vendor is unable or unwilling to incur the cost and correct the RFI issue to the satisfaction of NDOT, <b>ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELED.</b></p>
<p><b>NOTES/COMMENTS:</b></p>			

**Y. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. The manufacturer's regular warranty certificate will be required with each unit delivered and the warranty shall apply, in all cases, with the following exceptions:</p>
✓			<ul style="list-style-type: none"> <li>a. Because of the installation or attachment of auxiliary or supplementary equipment by the Department or sub-contractor, the effective date of warranty will be after field assignment. As each unit is assigned for service the Department will maintain a record of serial number and assignment date.</li> </ul>
✓			<ul style="list-style-type: none"> <li>b. Manufacturer's written warranty including engine, transmission and differential must accompany delivered units.</li> </ul>
✓			<ul style="list-style-type: none"> <li>c. Full, manufacturer's warranty coverage will be required for the stated warranty period, beginning at assignment date, in addition t the time between delivery and field assignment.</li> </ul>
✓			<ul style="list-style-type: none"> <li>d. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility of the manufacturer and/or the successful bidder to warrant to the State of Nebraska, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.</li> </ul>
✓			<ul style="list-style-type: none"> <li>e. It is understood that the bidder accepts the above warranty requirements when offering a quotation.</li> </ul>
✓			<ul style="list-style-type: none"> <li>f. Provide any information on towing available and what is covered.</li> </ul>

NOTES/COMMENTS:

Z. SERVICE

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Manufacturer's standard warranty, completed pre-delivery inspection certificate, manufacturer's Statement of Origin and line sheet will be required with each unit delivered.
✓			2. Service policy to be honored by all of the manufacturer's authorized dealers in the State of Nebraska.
✓			3. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
✓			4. Chassis shall be delivered; <ul style="list-style-type: none"> <li>a. after servicing and ready to drive;</li> <li>b. with not less than ten gallons of fuel in tank.</li> </ul>
NOTES/COMMENTS:			

AA. MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Owners/operator's manual must accompany each unit delivered.
✓			2. Chassis technical repair manual.
✓			3. Engine shop repair manual, if not in chassis repair manual.
✓			4. Chassis parts manual.
✓			5. Engine parts manual, if not in chassis parts manual.
✓			6. All manuals must be furnished prior to payment and delivered to Fleet Management Equipment Data Coordinator.
✓			7. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.
NOTES/COMMENTS: <i>All manuals will be made available online.</i>			

**BB. SPECIFICATION FORM**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Successful bidder must complete form(s) for each unit delivered and must accompany each unit when delivered. Forms will be supplied by the Department of Transportation after purchase order is awarded.
✓			2. If vendor does not properly complete form for each unit, a sum of \$250.00 per unit will be deducted from purchase order amount.
<p><b>NOTES/COMMENTS:</b></p>			

**VII. ASPHALT DISTRIBUTOR SPECIFICATIONS**

**A. MOUNTING**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Unit shall be mounted on proposed chassis with 138 inch Cab to Axle as per manufacturer's recommendations.
✓			2. Distributors will be so constructed as to permit the center of gravity of distributor when loaded to be as far forward of the rear axle as possible.
NOTES/COMMENTS:			

**B. TANK REQUIREMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The elliptically-shaped tank shall have a capacity of 3,000 gallons plus 5 percent for expansion.
✓			2. Minimum 10 gauge tank construction required.
✓			3. Tank shall have adequate surge plates and all seams shall be welded.
✓			4. Fiberglass or rock wool insulation of 2-inch thickness shall be covered with minimum 0.040 inch aluminum side shell and jacket heads.
✓			5. Spacers between jacket and shell to be: a. non-conducting material or; b. insulated steel bands and; c. shall be placed to prevent shifting or; d. moving of the insulation.
✓			6. Two (2) minimum 8 to 6 inch diameter "U" type, heating flues with stainless steel, or galvanized steel exhaust stacks to be provided with two burners.
✓			7. A sump or inverted intake, or pump located below the tank, will be provided to prevent draining air into pump before tanks are empty.
✓			8. Minimum 20-inch manhole with internal overflow.
✓			9. A suitable drain in bottom of tank for cleaning tank to be furnished.
✓			10. An external type, Fahrenheit, 4-inch dial thermometer gauge with long sensor near bottom of tank that is conveniently readable from side of tank to be furnished.
✓			11. Tank to be provided with adequate overflow.
✓			12. A certified tank capacity chart and measuring stick to be furnished.

✓			13. A suitable catwalk or landing and a ladder to be provided for access to manhole.
	✓	BEAR CAT IS NOT ASME CERTIFIED	14. Tank must meet all applicable Federal Cargo Tank Regulations 49 CFR 173.247 and including DOT-406, HM-183, HM-198A with consideration for hot asphalt products  State ASME Tank Approval Number:  E.I.C. BEAR CAT TANKS MEET 49CFR 173.247
NOTES/COMMENTS: BEAR CAT TANKS ARE NOT SET UP AS A PRESSURE VESSEL AND WILL NOT NEED TO BE ASME APPROVED			

C. PUMP AND DRIVE

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Pump shall have a rated capacity of 400 or more gallons per minute. a. Pump to preferably have heated asphalt pump from truck cooling system. b. Quick detachable coupling for pump intake required
✓			2. Controls in cab for overriding asphalt pump without interfering the preset pump application rate preferred; a. switch-type flow control in cab is acceptable.
NOTES/COMMENTS:			

D. SPECIAL GAUGES

YES	NO	NO & PROVIDE ALTERNATIVE	
	✓	MAGNETIC SENSER INSTALLED IN REAR AXLE	1. Radar sensing device to measure: a. speed in feet per minute and distance; b. within cab gauge or; c. read-out required.
✓			2. Low level of tank indicator light required: a. within cab or; b. on a gauge that is readable in drivers outside rear view mirror.
✓			3. Electronic computer control and readout in cab of: a. FPM (feet per minute); b. GPM (gallons per minute); c. total gallons sprayed and; d. feet traveled for asphalt distributor.
NOTES/COMMENTS:			

**E. LOADING HOSE**

YES	NO	NO & PROVIDE ALTERNATIVE	
	✓	male pipe thread connectors	1. A 15-foot minimum length of 3 inch flexible suction hose with "quick" detachable couplings at each end.
✓			2. Inlet strainer at distributor connection.
NOTES/COMMENTS:			

**F. SPRAY BAR**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Spray bar shall be of the full circulating type having a mechanism providing a no-drip feature.
✓			2. Spray bar shall be capable of being hydraulically shifted: <ul style="list-style-type: none"> <li>a. 15 inches each direction from center and;</li> <li>b. hydraulically lifted at least 6 inches for travel.</li> </ul>
✓			3. The length of spray bar shall be 14 feet.
✓			a. Spray bar includes an approximately eight foot center section.
✓			b. With two (2) three foot sections on each side of center eight foot section. Three foot sections may consist of either one foot or two foot end sections and are regular manufacturer's length(s).
✓			c. Outside extensions must fold to an 8-foot width. <ul style="list-style-type: none"> <li>l. Outside extensions to be power folded.</li> </ul>
✓			d. Bar shall have shut-off valves or switches for each nozzle and linkage mechanism shall be such that distribution is controlled in increments of one foot is available for the entire bar.
✓			e. Joints on center section shall be "break away" or safety hinge type. Breakaway wings on the ends of the center section is also acceptable.
✓			f. Nozzle spacing to be at 4-inch intervals.
✓			g. Spray bar to be air-controlled in cab from chassis air system for on/off functions.
✓			h. Distributor must have capability of returning all material in spray bar, hand sprayer and lines by suction.
✓			i. Flushing system for cleaning pump and circulating components or suck back is required.
NOTES/COMMENTS:			

**G. HAND SPRAY HOSE AND GUN**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Hand spray hose: a. One (1) inch hose; b. Rubber covered; c. With reel; d. 25 foot minimum length.
✓			2. Complete hand spray gun furnished: a. minimum 5 foot length with; b. valve and; c. spray nozzles.
NOTES/COMMENTS:			

**H. HEATING SYSTEM**

YES	NO	NO & PROVIDE ALTERNATIVE	
	✓	500,000 Btu/h	1. Diesel burners for asphalt distributor producing minimum 560,000 BTU's per hour for each burner.
✓			a. High pressure type, push button ignition required.
✓			b. Digital temperature readout.
✓			c. Thermostatically controlled shut down.
			2. Automatic out fire protection included.
✓			3. Burner fuel may come from (i.e.) truck chassis or separate fuel tank. State where burner fuel comes from: <u>Separate FUEL TANK</u>
NOTES/COMMENTS:			

**I. ACCESSORIES**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Fenders with conveniently and safely located grab handle for platform access required.
✓			2. Lights and reflectors to meet Federal regulations to be furnished.

✓			3. Hand hold rods, tool kit, tool box and rack for spray bars to be furnished. Wet storage box for spray bar storage is also acceptable.
	✓	abs # Down System is powered By Air From Truck	Diesel wash-down kit including; a. tank, b. electric pump, c. 15-foot hose with wand, d. valve & nozzle and; e. hose rack or hooks required.
✓			5. Mud flaps must be mounted as per Nebraska Statutes.
✓			6. Dealer nameplates and signs shall not face to rear of unit.
✓			7. Skirting near bottom of tank shall <u>not</u> be furnished.
NOTES/COMMENTS:			

**J. MANUALS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Two operator's manuals and two application charts are to be supplied with and must accompany each unit delivered.
✓			2. Parts book required for each unit delivered.
✓			3. Shop repair manual for each unit delivered.
✓			4. All manuals must be furnished prior to payment and delivered to Fleet management Equipment data Coordinator.
✓			5. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.
NOTES/COMMENTS:			

**K. COLOR**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Equipment to be manufacturer's standard color.
NOTES/COMMENTS:			



**L. RADIO FREQUENCY SHIELDING – Caution !!**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The chassis and/or Installed components and equipment shall be compatible with use of NDOT mobile and/or two-way communication devices. Main communication radio operates in low band range of 47 HMZ to 48 MHz, but all frequencies apply including low band, high band, UHF, and VHF.
✓			2. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
↓			3. NDOT will conduct testing of radio/two-way when installed in chassis. <ul style="list-style-type: none"> <li>a. NDOT will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment.</li> <li>b. Vendor shall be required to work with NDOT normal radio operation parameters.</li> <li>c. Vendor shall have 30 days to resolve FRI issue.</li> </ul>
↓			4. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. <ul style="list-style-type: none"> <li>a. If NDOT and vendor cannot resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO standard compliance.</li> <li>b. Testing shall be done to SAE and/or ISO Standards which were current at date of bld.</li> <li>c. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.</li> </ul>
↓			5. If after testing by NDOT and /or accredited lab, the vendor is unable or unwilling to incur the cost and correct the RFI issue to the satisfaction of NDOT, <b>ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELED.</b>
<b>NOTES/COMMENTS:</b>			

**M. TRAINING**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Minimum of four hours by a factory-trained representative in the operation and maintenance of machine shall be provided for each unit delivered at the machines location with the State of Nebraska.
✓			2. Fleet Management will contact successful bidder on schedule and place for this training.

NOTES/COMMENTS:

**N. GENERAL**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Dealer's decals, stickers or other signs shall not be affixed to units.
✓			2. Manufacturer's nameplates, stampings and other signs are acceptable.

NOTES/COMMENTS:

**O. SPECIFICATION FORM**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Successful bidder must complete specification form for distributor unit as explained in chassis part of this specification.

NOTES/COMMENTS:

**P. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Manufacturer's usual warranty including parts, labor and tank shall apply.

NOTES/COMMENTS:

**Q. ACCEPTABLE BRANDS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Products bid must be the brand AND model numbers as specified on each line of the Bid Document. The State will not be accepting alternatives to the brands specified (Insert brand/model information).

✓			<p>2. Equipment bid shall be the latest current models in production as of the date of the ITB and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below. Used, demonstrator, prototype, or discontinued equipment is not acceptable. 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 equipment 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. Etnre or Rosco brand distributors bid must meet or exceed the requirements in this ITB.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**R. MOTOR VEHICLE INDUSTRIES REGULATION ACT**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. 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.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**S. ANNUAL USAGE, ESTIMATED**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
✓			2. Insert annual estimated usage here (may use Table Tools/Draw Table function to add more lines or may enlarge the size of the table to accommodate specifications) two (2) to four (4) units.
NOTES/COMMENTS:			

**T. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
NOTES/COMMENTS:			

**U. DELIVER LOCATIONS/INSTRUCTIONS (BIDDER IS CERTIFYING THAT THEY CAN MEET THE DELIVER LOCATIONS/INSTRUCTIONS)**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. NDOT 5001 S 14 <sup>th</sup> Street Lincoln, NE 68512
NOTES/COMMENTS:			

**V. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the delivery documentation, and

✓			invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

W. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

X. PRICES

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p style="text-align: right;"><i>Shipping</i></p> 1. Price quoted shall be unit price and shall be firm for 180 days from date of an award and are to be net; <ol style="list-style-type: none"> <li>a. Including transportation and delivery charges fully prepaid by the Bidder.</li> <li>b. F.O.B. Destination as specified.</li> <li>c. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.</li> <li>d. Any request for an increase must be submitted in writing to the SPB a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer).</li> <li>e. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices).</li> <li>f. Failure to supply any requested supporting documentation may be grounds to cancel the contract.</li> <li>g. <b>In no instance may a price increase be billed to the State until the contract is amended.</b></li> <li>h. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State.</li> <li>i. The State will be given full proportionate benefit of any decrease for the term of the contract.</li> <li>j. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties.</li> </ol>

J			k. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.
NOTES/COMMENTS:			

**Y. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
J			1. 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 SPB within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

**Z. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
J			1. Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the Contractor. Defective parts or those damaged in shipment must be replaced by the Contractor at no charge to the State. The manufacturer's standard warranty shall apply and be in effect for at least one (1) year from the date the equipment was placed in service.
NOTES/COMMENTS:			

**AA. SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
J			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.

NOTES/COMMENTS:

**BB. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

\*\*\*CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES\*\*\*

YES	NO	<b>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</b>
		<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. 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.</p> <p>c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
		2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).
		3. 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.
✓		4. 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.

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 5738 OF**

Form A should be completed and submitted with each response to this ITB. 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:	Nebraska Truck Center, Inc
Bidder Address:	4747 Juergen Road PO Box 1887 Grand Island, NE 68802
Contact Person & Title:	Keith Brus - Sales Rep
E-mail Address:	Keithb@nebraskatruck.com
Telephone Number (Office):	308-384-0130
Telephone Number (Cellular):	308-380-1214
Fax Number:	308-382-8946

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:	Nebraska Truck Center, Inc
Bidder Address:	4747 Juergen Road PO Box 1887 Grand Island, NE 68802
Contact Person & Title:	Keith Brus - Sales Rep
E-mail Address:	Keithb@nebraskatruck.com
Telephone Number (Office):	308-384-0130
Telephone Number (Cellular):	308-380-1214
Fax Number:	308-382-8946



## ADDENDUM ONE QUESTIONS and ANSWERS

Date: January 5, 2018

To: All Bidders

From: Rene Botts, Buyer  
AS Materiel State Purchasing

RE: Addendum for Invitation to Bid Number 5738 OF  
to be opened January 23, 2018 at 2:00 p.m. Central Time

### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>Question</u>	<u>State Response</u>
1.	In the bid spec I do not see any reference to whether you are wanting a set forward or set back front axle configuration. Please clarify if set forward or set back is desired.	A set back front axle configuration is preferred.
2,	Engineering is recommending that you would be better served with engine rated at 1000 LB/FT torque would you consider revising your spec to read min torque of 1000, LB/FT in lieu of 800. 800 is a little low for 52,000 GVW truck.	Bidder shall comply with specifications as written. Section VI. Technical Specifications, Clause I. Engine, Number 1.  1. Engine shall be diesel; Cummins L9, Mack MP 7, Volvo D11, or Detroit.  a. Minimum 280 HP with a minimum 800-LB FOOT torque.
3.	Would 40,000 LBS air ride rear suspension be an acceptable option in lieu of spring suspension?	Bidder shall comply with specifications as written. Section VI. Technical Specifications, Clause F. Axles and Springs, Number 3.  2. Front and rear springs shall meet manufacturer's axle requirements.
4.	Would it be acceptable to use L9 270 HP @ 800 LB FT torque in lieu of 280HP @ 800 LB FT Torque?	See State Response to Question 2.

5.	Under Section C. Chassis Basic Specifications My question is about item 2. Do you want a Set Forward front axle or a Set Back front axle?	See State Response to Question 1.
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This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.

## ADDENDUM TWO REVISED SCHEDULE OF EVENTS

Date: January 22, 2018

To: All Bidders

From: Rene Botts, Buyer  
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5738 OF  
to be opened January 25, 2018 at 2:00 p.m. Central Time

### Revised 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. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

	ACTIVITY	DATE/TIME
3.	State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	January 5, 2018
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	<del>January 23, 2018</del> January 25, 2018 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	TBA
6.	Evaluation period	TBA
7.	Post "Notification of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBA
8.	Contract finalization period	TBA
9.	Contract award	TBA

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.



3650 Sabin Brown Road  
Wickenburg, Arizona 85390

Phone: 928-684-7851  
Fax: 928-684-5876

**ASPHALT DISTRIBUTOR  
QUOTATION AND ORDER FORM  
MODEL BC-502 for 2017**

CUSTOMER: Nebraska DOT DATE: 1/24/2018  
CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**STANDARD EQUIPMENT**

***PRODUCT TANK***

Tank shell constructed of 10-gauge mild steel with 7 gauge rolled heads and baffles. 20" full opening manhole and staggered crawl holes through baffles. Overflow well with 3" drain through tank, 2" mineral wool insulation (equivalent to 3" fiberglass). 1/8" aluminum jacket heads .045 aluminum jacketed; full 3" vent; 4" plug-type valve, single blade bolster design with resilient mounting to truck. 24" no-slip grip-strut catwalk, all seams electrically welded. Built to U.S.D.O.T. SPECIFICATIONS 49-CFR-173.247.

***SPRAY BAR***

12' spray bar is full circulating, with large 4" cross section for more consistent flow. Includes 8' center section with 2' folding, breakaway wings. Wings are equipped with safety tilt switches to prevent accidental spraying when wings are raised.

***SPRAY BAR CONTROLS***

Driver has control of all spray bar functions in the cab, including on-off control of spray widths in 1 foot increments (cuts).

***METERS AND GAUGES***

Driver can readily check all functions from the cab. Large, high-brightness digital displays show *feet-per-minute* traveled and *gallons-per minute* pumped at all times. Elapsed footage and gallons sprayed with resettable totaling functions, spray bar width and actual gallons per square yard being sprayed. Tank float gauge can be seen from driver's position.

***MIRROR (Optional)***

4-Way remote air operated curbside 9" X 16" mirror.

***COMPUTERIZED RATE CONTROL***

Exact consistent spread rate within +/-1% accuracy – with no operator calculations or adjustments.



3650 Sabin Brown Road  
Wickenburg, Arizona 85390

Phone: 928-684-7851  
Fax: 928-684-5876

### ***PRODUCT PUMP***

Positive displacement 4" X 4" gear-type pump, with high temperature shaft packing and is heated with truck engine coolant. Pump is easily assessable for service behind tank and above frame.

### ***PUMP DRIVE***

400 GPM of product (asphalt) capacity is provided by a hydrostatic transmission. Pump GPM adjustment from drivers or side console position with electric control.

### ***ASHPALT VALVE SELECTOR***

The asphalt valve selector is located on the left side of the asphalt distributor; away from the hot spray bar and asphalt pump system. The asphalt valve selector converts the manually operated valves to pneumatically operated remote control valves. Valves "A&D", used for material off-load remains manually operated. The operator selects pump and spray options with the rotary selector portion of the asphalt valve selector assembly that indicates an option number and the necessary valves to actuate. A brief description of each option is provided on the data plate. Once the desired option is selected, only the specific valves and pump function indicated can be actuated. Four (4) in cab and six (6) outside individual spray and pump options are available with the asphalt valve selector system.

### ***PIPING, VALVE AND SCREENS***

Intake is full 4" full flow piping. Discharge is full 3" radius, full flow piping. All valves gate-type. Load, pump and bar screens prevent clogging of nozzles or damage to system from foreign objects. Rubber type hot asphalt hoses feed spray bar.

### ***EXTERNAL WASHDOWN***

A 10-gallon air pressurized tank dispenses biodegradable solvents through 25' of 1/4" hose.

### ***PUMP AND SPRAY BAR FLUSHING***

A 30-gallon flush tank heated by truck engine coolants is valved so the asphalt pump can circulate solvents through the complete system and return to solvent tank, for reuse.

### ***HANDSPRAY***

Reel mounted 40 foot, X 3/4" rubber hose with swivel connection at aluminum hand wand.

### ***FENDERS & TROUGH***

Single or tandem sizes.

### ***PAINT***

Non-aluminum parts painted black.

### ***TOOL BOX***

Side opening, weather tight, and key lock.

Customer: Nebraska DOT

Date: 24-Jan-18

**Spray Bar Wing Extensions & Control Cuts**

**Spray Bar Length**

Qty:		Tri-Cylinder Vavles Standard	Cost	Total
0	12 Feet	Two-Foot Cuts on Main Bar. Two-Foot Cuts on Wings	Standard	
0	12 Feet	One-Foot Cuts on Main Bar. One-Foot Cuts on Wings	\$ 4,200	\$ -
1	14 Feet	One-Foot Cuts on Main Bar. One-Foot Cuts on Wings	\$ 5,900	\$ 5,900.00
0	16 Feet	One-Foot Cuts on Main Bar. One-Foot Cuts on Wings	\$ 7,700	\$ -
0	18 Feet	One-Foot Cuts on Main Bar. One-Foot Cuts on Wings	\$ 9,270	\$ -
0	20 Feet	One-Foot Cuts on Main Bar. One-Foot Cuts on Wings	\$ 11,600	\$ -
0	22 Feet	One-Foot Cuts on Main Bar. One-Foot Cuts on Wings	\$ 13,200	\$ -
0	24 Feet	One-Foot Cuts on Main Bar. One-Foot Cuts on Wings	\$ 14,800	\$ -
0		Mechanical Linkage in lieu of Tri Valves(Deduct, Per Foot)	\$ (100)	\$ -
0		Finger Stops (Per Foot)	\$ 120	\$ -
0		Double-Fold Wings	\$ 2,800	\$ -
0		Triple-Fold Wings	\$ 10,210	\$ -
0		Individually Controlled Line Markers (Pair)	\$ 1,000	\$ -
0		Hydraulic Spray Bar Latch	\$ 2,120	\$ -
0		Spray Bar Tilt	\$ 2,500	\$ -
0		300 Series (150 GPM @ 500 RPM) Tack Pump	N/C	
0		600 Series (300 GPM @ 500 RPM) Pump and 5" Plumbing	\$ 3,000	\$ -
0		960 Series (480 GPM @ 500 RPM) Pump and 5" Plumbing	\$ 6,000	\$ -
0		Pump with Seals in place of Packing Glands (not available on 960)	\$ 575	\$ -
0		Stainless Steel Flex Bar Feed Hoses	\$ 330	\$ -
0		Folding Hand Rail/ Air Operated	\$ 3,000.00	\$ -
0		Heat Trace (Consult factory for price and options)		
0		Single LPG Burner With 50 Gallon Tank	\$ 2,615	\$ -
0		Dual LPG Burners With 50 Gallon Tank	\$ 3,140	\$ -
0		Single Diesel Burner	\$ 3,780	\$ -
1		Dual Diesel Burners	\$ 5,720	\$ 5,720.00
1		Freight	\$ 5,700	\$ 5,700
0			\$ -	\$ -
0			\$ -	\$ -
0			\$ -	\$ -
0			\$ -	\$ -

**Additional Options**

<u>Qty:</u>		<u>Cost</u>	<u>Total</u>
0	5" Tank Valve	\$ 1,250	\$ -
0	240V Overnight Heat	\$ 2,785	\$ -
0	Front Tank Suction	\$ 1,000	\$ -
0	Second Tank Float Gauge	\$ 560	\$ -
1	Beacon Light	\$ 300	\$ 300.00
0	11' X 3" Loading Hose - Rubber 350°	\$ 1,000	\$ -
0	11' X 3" Loading Hose - Stainless Steel	\$ 1,000	\$ -
0	11' X 4" Loading Hose-Stainless Steel	\$ 1,200	\$ -
0	11' X 4" Loading Hose-Rubber 350°	\$ 1,200	\$ -
	(Other Load Hose Sizes Available Upon Request)		
0	3 inch Trough Mounted Load Valve and Swivel	\$ 1,060	\$ -
0	4 inch Trough Mounted Load Valve and Swivel	\$ 1,200	\$ -
1	Convenience Group: Glove Box- Spray Bar Height Chain, Nozzle Box with Three Sizes of Nozzles - Load Hose Hooks on Ladder Wet Tool Box (O.J.)	\$ 1,360	\$ 1,360.00
0	Pneumatic Mirror (RH)	\$ 1,000	\$ -
0	Pneumatic Mirror (LH)	\$ 1,000	\$ -
0	LED Lights	\$ 400	\$ -
0	Wet Tool Box	\$ 500	\$ -
0	Nozzle Box	\$ 250	\$ -
0	Worklights (2 Front, 2 Rear)	\$ 1,100	\$ -
0	Rear View Camera with Color Display	\$ 1,500	\$ -
0	Computer Printer	\$ 1,400	\$ -
0	Rice Lake Scale System and Installation (No Hitch)	\$ 14,800	\$ -
0	Trailer Towing Hitch Package (Requires Factory Installed Cab Mounted Trailer Supply Valve)	\$ 1,050	\$ -
0	Move Axles	\$ 3,500	\$ -
0	Custom Paint	\$ 3,000	\$ -
0	Mount on Skid with quick disconnects	\$ 2,000	\$ -
	<b>TANK OPTIONS</b>		
0	1,000 Gallon	\$ 14,400	\$ -
0	1,250 Gallon	\$ 14,900	\$ -
0	1,600 Gallon	\$ 16,400	\$ -
0	1,800 Gallon	\$ 16,900	\$ -
0	2,000 Gallon	\$ 17,400	\$ -
0	2,200 Gallon	\$ 17,900	\$ -
0	2,500 Gallon	\$ 18,400	\$ -
1	3,000 Gallon	\$ 18,900	\$ 18,900.00
0	3,500 Gallon	\$ 19,400	\$ -
0	4,000 Gallon	\$ 19,900	\$ -
0	4,500 Gallon	\$ 20,400	\$ -
0	5,000 Gallon	\$ 20,900	\$ -
0	Single Heat Tube	\$ 1,350	\$ -
1	Double Heat Tube	\$ 2,700	\$ 2,700.00
0	SS Heat Tube Burner Side	\$ 2,000	\$ -

<b>Base Price</b>	\$ 69,000.00
Options	\$ 18,980.00
Sub-Total	\$ 87,980.00
<b>Tank Price</b>	\$ 18,900.00
Tank Options	\$ 2,700.00
F.E.T.	\$ -
Tank Sub-Total	\$ 21,600.00
<b>Total</b>	\$ 109,580.00

**Comments:**

Total Price F.O.B. Wickenburg, AZ  
Terms 20% with Order Balance due at Delivery

Quotation good through: 24-Apr-18

Accepted for:

Company

BearCat Mfg.

Signature \_\_\_\_\_

Signature 

Name \_\_\_\_\_

Name Mike Melander

Title \_\_\_\_\_

Title Engineering Manager

Date \_\_\_\_\_

Date 4-Dec-17