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	8/14/18	**Page**	1 of 5
Solicitation Number	5895 OF		
Opening Date and Time	09/11/18	2:00 pm	
Buyer	JULIE SCHILTZ (AS)		

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

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

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

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

Contract to supply and deliver 2019 Or Current Production Year POLICE LARGE SPECIAL SERVICE VEHICLE(SSV) FOUR WHEEL DRIVE OR ALL WHEEL DRIVE 5 PASSENGER to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

Disregard the Qty and Unit of Measure on the Invitation to Bid.

Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.

(vc 7/31/18)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	POLICE LARGE SPECIAL SERVICE VEHICLE 4WD OR AWD FIVE PASSENGER 2019 or Current Production Year POLICE LARGE SPECIAL SERVICE VEHICLE (SSV) FOUR WHEEL DRIVE OR ALL WHEEL DRIVE 5 PASSENGER	1.0000	EA	35690	35690

ATTACHED → Addendum 1

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 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 _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

VENDOR#
VENDOR: Sid Dillon Chev Buick
Address: 1750 County Rd J
Wahoo NE
68066

Enter Contact Information Below

Contact Ron Fullerton
Telephone 402-540-7578
Facsimile
Email ron.fullerton@siddillon.com

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Minimum Wheelbase: 116" Minimum Engine Size: 3.5L Minimum Tire Size: 17" Make: Chevrolet Model: Tahoe Four Wheel Drive or All Wheel Drive: 4X4 Series, Code, Trim Level: SSV - CK15706 - 1FL Engine: 5.3L EPA: 15 city - 21 Hwy Delivery time after receipt of order (number/days): 40 - 120 MSRP as bid: 47 326 The original manufacturer's statement of origin, a service authorization card and a properly executed service and warranty policy shall accompany each vehicle when delivered.				
2	**E85 POLICE LARGE SPECIAL** SERVICE VEHICLE 4 WD/AWD 5 PASSENGER 2019 Or Current Production Year E85 POLICE LARGE SPECIAL SERVICE VEHICLE (SSV) FOUR WHEEL DRIVE OR ALL WHEEL DRIVE 5 PASSENGER	1.0000	EA	35690	35690

A separate bid is requested if the manufacturer is producing alternative fuel motor vehicles. A SEPARATE CONTRACT MAY BE AWARDED.

E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)

Engine: 5.3L
Make: Chevrolet
Model: Tahoe
Four Wheel Drive or All Wheel Drive: 4X4
Series, Code, Trim Level: SSV - CK15706 - 1FL

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	EPA: 15 city - 21 Hwy				
	Delivery time after receipt of order (number/days): 40-120				
	MSRP as bid: 47326				
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.				
	OPTIONS				
	THE OPTIONS SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS THAT ARE EXCEPTIONS TO SPECIFICATION AND MUST BE FACTORY INSTALLED. QUOTES MUST BE FURNISHED IF AVAILABLE FOR ITEMS LISTED BELOW. IF NOT INCLUDED AS STANDARD EQUIPMENT OR REQUIRED IN MAIN PART OF THIS SPECIFICATION.				
	ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED. (EXAMPLE: UNITS ORDERED WITH AIRBAGS MAY NOT BE AVAILABLE WITH A TILT WHEEL AND AUTOMATIC SPEED CONTROL)				
3	**ENGINE OTHER** ALTERNATE ENGINE SIZE SPECIFY ENGINE SIZE: NA	1.0000	EA	NA	NA
4	**TWO WHEEL DRIVE MODEL**	1.0000	EA	NA	NA
5	**CLOTH 2ND ROW SEAT** (DEDUCT)	1.0000	EA	(NA)	(NA)
6	**CLOTH FRONT SPLIT BENCH SEAT** CLOTH 2ND ROW SEAT	1.0000	EA	190	190
7	**CLOTH FRONT SPLIT BENCH SEAT** VINYL 2ND ROW SEAT	1.0000	EA	190	190
8	**CLOTH 3RD ROW SPLIT** FOLD DOWN SEAT	1.0000	EA	NA	NA
9	**FACTORY CONSOLE BETWEEN** FRONT BUCKET SEATS	1.0000	EA	585	585
10	**40-20-40 OR 60-40 BENCH SEAT** WITH DRIVER POWER CONTROLLED SEAT IF AVAILABLE FROM MANUFACTURER	1.0000	EA	STD	STD

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
11	**FLOOR CARPET W/FRONT** AND REAR MATS	1.0000	EA	190	190
12	**SECOND POWER OUTLET**	1.0000	EA	STD	STD
13	**BODY SIDE MOLDINGS** (DEDUCT)	1.0000	EA	(38)	(38)
14	**DEEP TINT GLASS ALL EXCEPT** WINDSHIELD AND FRONT DOORS	1.0000	EA	200	200
15	**DRIVER SIDE SPOTLIGHT**	1.0000	EA	490	490
16	**REAR LOCKING DIFFERENTIAL** (DEDUCT)	1.0000	EA	(NA)	(NA)
17	**TRAILER TOWING PACKAGE** (DEDUCT)	1.0000	EA	(NA)	(NA)
18	**INTEGRATED TRAILER** BRAKE CONTROLLER	1.0000	EA	1239	1239
19	**STANDARD PAINT ATTACH LIST** AND IDENTIFY AS NO ADDITIONAL COST PAINTS	1.0000	EA	See	attached
20	**EXTRA COST PAINTS ATTACH** LIST AND IDENTIFY AS EXTRA COST PAINTS	1.0000	EA	See	attached
21	**DROP SHIPMENT CHARGES OUTSIDE** THE LINCOLN AREA. ADDITIONAL	1.0000	MI	400	400

ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.

22	**VERTICLE MOUNTED TWO** CLEAR/WHITE LED MODULES	1.0000	EA	(154)	(154)

MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
23	**TWO CLEAR/WHITE LED** MODULES, MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHTHEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA	(174)	(174)
24	**SETINA PB 400 PUSH BUMPER** WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA	(350)	(350)
25	**DOME LIGHT OR COURTESY** LAMP FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA	(93)	(93)
26	**100 WATT SIREN SPEAKER** INSTALLED CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA	(168)	(168)
27	**AUXILIARY BATTERY DUAL** PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATER FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA	(NA)	(NA)
28	**ALTERNATING HEADLIGHT FLASHER** WIG-WAG MODULE WITH FLASHER OVERRIDE FOR OPTIONAL OVERRIDE AT NIGHT INSTALLED WITH ACTIVATION LEAD TAGGED AS SUCH AND TERMINATING IN OR NEAR THE PASSENGER COMPARTMENT. FACTORY OR DEALER INSTALLED.	1.0000	EA	NA	NA
29	**BLUETOOTH: HANDS FREE** WIRELESS NETWORK TO MAKE AND RECEIVE PHONE CALLS ENABLED BY A PUSH BUTTON OR BY VOICE COMMAND. DEALER INSTALLED ACCEPTABLE. FACTORY OR DEALER INSTALLED.	1.0000	EA	385	385

STATE OF NEBRASKA PURCHASING BUREAU
SCHEDULE OF EVENTS

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1	Release Invitation to Bid	August 14, 2018
2	Last Day to Submit Written Questions	August 21, 2018
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/materiel/purchase_bureau/vendor/commodity-itb.html	August 23, 2018
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 11, 2018 2:00 p.m. Central Time

WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5895 OF POLICE LARGE SSV 4WD OR AWD 5 PASSENGER Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Julie Schiltz, showing the total number of pages transmitted, and clearly marked "ITB Number 5895 OF; POLICE LARGE SSV 4WD OR AWD 5 PASSENGER Questions".

Written answers will be provided through an addendum to be posted on the internet at http://das.nebraska.gov/materiel/purchase_bureau/vendor/commodity-itb.html **on or before the date shown in the Schedule of Events.**

STATE OF NEBRASKA PURCHASING BUREAU
TEHCNICAL SPECIFICATIONS

BIDDER INSTRUCTIONS

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A "YES" response means the bidder guarantees they can meet this condition. A "NO" response means the bidder cannot meet this condition and will not be considered. "NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. **The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.**

All items listed below are required. If there is a No, a detailed alternative explanation must be provided.

PLEASE SPECIFY IF BIDDING 4X4 _____ OR AN AWD _____ UNIT ON THESE SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	1. BODY
✓			A. Color: Body color and interior trim will be selected from manufacturer's standard colors. (Note: Attached color charts shall be considered manufacturers colors with no extra charge unless specified in the options).
✓			B. Glass: Approved tinted safety glass shall be required in all doors, windows, and windshields. Glass shall be free of optical deviation and visibility distortions. Sunscreen glass required.
✓			C. Insulation: Standard production heat and sound insulation to be provided.
✓			D. Headliner: Fully insulated headliner required.
✓			E. Airbag: Front air bags for driver and passenger, Front seat mounted side impact driver and passenger, Front and Rear head curtain side impact air bags for all outboard seating positions. Required.
✓			F. Seats: Cloth Driver and Passenger Bucket seats. Driver seat power adjustments and power/manual lumbar adjustments required. Passenger seat power adjustments and power/manual lumbar adjustments if available from manufacturer. All seats shall be of spring foam padding, cloth covered construction, and of the heaviest duty available. Head restraints or high backs for outboard seats, required.
✓			G. Console: Floor console to be deleted.
✓			H. Second Row Seat: Second row seat to be 60/40 or 40/20/40 split and of fold down type, cloth.
✓		No armrest on inside of seat	I. Arm Rests: Left and right-hand sides of each front seat if available from manufacturer. Door will be acceptable.
✓			J. Sun Visors: Dual, padded.
✓			K. Mirrors: Interior adjustable, day and night tab (selector type, non-glare). Dual power outside mirror mounted on left and right sides of vehicle.
✓			L. Power Outlet: Required.
✓			M. Seat Belts: Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.

✓			N. Horn: Factory horn required.
✓			O. Windshield Wipers and Washer: Multiple-speed electric with washer and intermittent or delay capability.
✓			P. Air Conditioner: Best grade factory installed air-conditioning, manually controlled, to include all items normally included in the factory package.
✓			Q. Heater: A fresh air type heater with windshield defrosters shall be installed.
✓			R. Rear Window Defroster: Required.
✓			S. Radio: Manufacturer's standard AM/FM with USB/Auxiliary Jack/CD if available from manufacturer.
✓			T. Bluetooth: Hands free wireless network to make and receive phone calls enabled by a push button or by voice command if available from manufacturer.
✓			U. Lights: Halogen high beam headlights with low beam; back up lights; dome light. Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights. Daytime running lights not to be included, or disabled if they cannot be removed.
✓			V. Floor Coverings: Black rubberized vinyl, both front and rear, required.
✓			W. Power Locks: Manufacturer's keyless remote entry power locking system. Two remote entry key fob's and three (3) sets of keys per vehicle, required.
✓			X. Power Windows: Electric power windows required.
✓			Y. Power Door and Window Locks: Auto lockout activated only in the drivers position to deactivate front and rear passenger door locks and windows.
✓			Z. Hood Release: Inside driver's compartment.
✓			AA. Under Hood Light: The switch being activated by the raising of the hood required. Dealer installation is acceptable if not available from factory.
✓			BB. Automatic Speed control: Required.
✓			CC. Fuel Tank: Manufacturer's maximum size: State Size 26
✓			DD. Floor Mats: Motor vehicle shall be delivered with factory floor mats (front and rear) required.
✓			EE. Side Moldings: Protective side moldings required, if available from the manufacturer.
✓			FF. Trailer Package: Factory installed trailer tow package, Receiver hitch class 4 with lighting harness connectors, required.
✓			GG. License Plate Brackets: Vehicle shall be equipped with front and rear license plate brackets.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	2. POLICE PREP PACKAGES
✓			A. Two (2) Clear/White LED Modules. Vertical mounted at a 45 degree angle to front of vehicle on push bumper. Black bezel with clear lenses. Shock and water resistant. Leads tagged as such that terminate in center console. LED's meet SAE J 845, Class 1 specifications. Minimum of three (3) LED in each module.
✓			B. Two (2) Clear/White LED Modules. Mounted on either side of rear license plate on a license plate bracket for two (2) light heads. Black bezel with clear lenses. Shock and water resistant. Leads tagged as such that terminate in center console. LED's meet SAE J 845, Class 1 specifications. Minimum of three (3) LED in each module.
✓			C. Setina PB 400 Push bumper with installation on front of vehicle.
✓			D. Dome Light or Courtesy Lamp: To be centered not more than approximately 20" from the top of the windshield to light the driver's area. Controlled by rotating headlamp switch to maximum position or by a separate switch. This may require adding an additional light. Dealer installation is acceptable if not available from the factory.
✓			E. 100 WATT siren speaker installed centered on push bumper with specific mounting brackets Leads tagged as such that terminate in or near the passenger compartment. (Code 3 Model 3100 or equivalent)
✓			F. Auxiliary Battery (Dual Purpose AGM Battery) with Dual Battery Separator for accessory equipment. Installation also to include battery tray and bracket, heavy duty fuse, 1 gauge or larger cable. Indicate CCA: 730

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	3. ENGINE AND DRIVE TRAIN
✓			A. Engine: Minimum standards as stated in the specifications.
✓			B. Transmission: Six (6) speed automatic with overdrive and tow/haul mode.
✓			C. Air Cleaner: Dry type.
✓			D. Oil Filter: Full flow throwaway type.

✓			E. Thermostat: Required as recommended for permanent-type antifreeze.
✓			F. Radiator: Heavy Duty, Maximum Capacity. Coolant recovery system required.
✓			G. Axle Ratio: Ratio to be recommended by manufacturer, anti- slip locking type differential, required.
✓			H. Transfer Case: Electronic shift / four (4) wheel drive system.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. SUSPENSION AND RUNNING GEAR
✓			A. Wheelbase: Minimum standards as stated in the specifications.
✓			B. Steering: Power steering required.
✓			C. Steering Wheel: Regular production model or approved deluxe wheel. Tilt steering wheel required.
✓			D. Wheels: Standard original equipment wheels (4) (minimum 17").
✓			E. Tires: Four standard (minimum 17-inch) original or optional equipment tires shall be furnished. "Mini" or "compact" spares offered as original equipment are acceptable. All tires except the "mini" or "compact" spare shall be all season steel-belted radial manufactured by a major manufacturer and labeled by a major manufacturer and shall be factory installed. Spare rim can be steel. Tires should have a 50,000-mile tire rating. The inability to provide all season steel-belted radial tires as standard original or optional equipment shall be noted as an exception in the bid.
✓			F. Brakes: 4-wheel disc with Anti-Lock braking system required.
✓			G. Suspension: Manufacturer's recommended suspension for the SSV four wheel drive (4WD).
✓			H. Stability Control System: Stability control/roll stability system and traction control system shall be furnished if available from manufacturer.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. ELECTRICAL SYSTEM
✓			A. Battery: Heavy-duty, maintenance free, highest cold cranking amperage capacity available from the factory for the model bidding. Specify capacity: 720
✓			B. Alternator: Heaviest duty type that can be provided. State Amperage: 170
✓			C. Bonding and Grounding: All components of the vehicle necessary to prevent interference with reception of low band two-way mobile radio installed in the vehicle shall be adequately bonded and grounded.
✓			D. Ignition System: 12-volt, solid state. Must be equipped with high tension, radio frequency shielded, ignition wiring. Vehicle shall be compatible with use of installed mobile radio.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. RADIO FREQUENCY SHIELDING – Caution!!
✓			A. 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 VHF range, but all frequencies apply including low band, high band, UHF and VHF.
✓			B. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
✓			C. NDOT will conduct testing of radio/two-way when installed in chassis. 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. Vendor shall be required to work with NDOT personnel to reduce interference level to a point acceptable to NDOT normal radio operating parameters. Vendor shall have 30 days to resolve RFI issue.
✓			D. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If 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 Standards compliance. Testing shall be done to SAE and/or ISO Standards which were current at date of bid. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.
✓			E. If after testing 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, ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELLED.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	7. MISCELLANEOUS
✓			A. All SSV's shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnish by the manufacturer.
✓			B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
✓			C. Manufacturer's standard equipment jack to comply with vehicle. The standard complement of tools such as wheel lug wrench and jack handle shall be provided, together with facilities for storage.
✓			D. Purchase orders issued from the resulting contract(s) may specify prospective delivery dates due to agency operational needs and budget; upon acceptance of purchase order Contractor agrees to abide by any such prospective delivery date.
✓			E. Non-Contract Items are items not listed on the contract, but may be needed by the ordering agency for their business needs to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line 'Non-Contract Item' line to the purchase order.
✓			F. Contractor can provide a link to price list for Non-Contract Items or catalog pricing for MSRP with corresponding discount from MSRP.

NOTES/COMMENTS:
(7.D) Delay delivery orders will be placed as late as possible to reduce dealer floor plan charges

YES	NO	NO & PROVIDE ALTERNATIVE	8. SUSTAINABILITY
✓			A. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes

NOTES/COMMENTS:

STATE OF NEBRASKA PURCHASING BUREAU
TEHCNICAL SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	9. DELIVERY
✓			A. All vehicles shall be delivered FOB destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline. Vehicles showing lack of proper dealer pre-delivery service shall be subject to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc., shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
✓			B. After the vehicle has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. IMPORTANT Odometer mileage: Within a 200-mile radius of Lincoln - less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
✓			C. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
✓			D. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
✓			E. Invoices shall describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
✓			F. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
✓			G. Motor vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
✓			H. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	10. WARRANTY
✓			A. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards, or delayed warranty forms with manufacturer mailing information, in order to properly activate said warranty.
✓			B. A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of 6 years, 100,000 miles rust warranty is required. Indicate standard manufacturer's warranties. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different and noted if different than requested.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	11. SERVICE
✓			A. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
✓			B. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Transportation, and the Nebraska State Patrol.
✓			C. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.
✓			D. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	13. BID COMPLIANCE
✓			A. Technical specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	14. MASTER AGREEMENT TERMS AND CONDITIONS
✓			A. The Master Agreement Terms and Conditions have been read and fully understood. Any exceptions with the Master Terms and Conditions have been written on the document or attached. The Master Agreement is signed and has been returned to State Purchasing Bureau before or with the first bid submitted. The Master Agreement Terms and Conditions is located at: http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html Please note that the Master Agreement Terms and Conditions are required to be signed and submitted to the State Purchasing Bureau on or before the bidder submits their first bid for the 2019 Production Model Year. Once submitted for the 2019 Production Year, the Master Agreement Terms and Conditions are valid for every bid submitted for any category of vehicle during this cycle.
NOTES/COMMENTS:			

ADDENDUM ONE
QUESTIONS and ANSWERS

Date: August 23, 2018

To: All Bidders

From: Julie Schiltz, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid 5893 OF, 5894 OF, 5895 OF, 5896 OF, 5897 OF and 5898 OF to be opened September 11, 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.

Question Number	Question	State Response
1.	Is there anyway we could have you change the engine size for the Police Midsize Utility to 3.6L instead of 3.7L. We would like to bid our Dodge Durango SSV 3.6L V6 which is now Pursuit Rated. We just don't want to be left out because we do not meet specs. Please let me know if I need to do anything to help get this changed if possible.	Yes, the State of Nebraska will allow bids with a minimum engine size of 3.6L on the solicitation for the Police Midsize Utility. 5897 OF, Line 1, the minimum engine size of 3.7L is hereby replaced with a minimum engine size of 3.6L.
2	Police Midsize Utility Vehicle AWD 5 Pass The minimum engine size is listed as 3.7 L. Is it possible to revise that to 3.6 L?	Yes, the State of Nebraska will allow bids with a minimum engine size of 3.6L on the solicitation for the Police Midsize Utility. 5897 OF, Line 1, the minimum engine size of 3.7L is hereby replaced with a minimum engine size of 3.6L.

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

2019 Tahoe PPV and Special Service Vehicles

COLOR AND TRIM - SEO SOLID PAINT

S = Standard Equipment A = Available -- (dashes) = Not Available

SEO SOLID PAINT

■ = Included in Equipment Group □ = Included in Equipment Group but upgradeable

*Indicates availability of feature on multiple models. For example, it indicates feature availability on 2WD and 4WD Models or Rear wheel drive and All-wheel drive Models.

Decor Level	Seat Type	Seat Code	Seat Trim	Interior
				Jet Black
FL	Front 40/20/40 split-bench	AZ3	Cloth	H0U
FL	Front high-back reclining bucket	A95	Cloth	H0U

	Exterior Solid Paint	Color Code	Touch-Up Paint Number	Interior
				Jet Black
625	MSP Blue	9V2	WA-5665	A
850	Victory Red[1]	none	WA-9260	A
825	Woodland Green	9V5	WA-9015	A
825	Wheatland Yellow	9W3	WA-253A	A
625	Dark Toreador Red	none	WA-334D	A

Note: GM will require 5 orders before sending to the plant.

1 - Requires SEO (5T4) Exterior body colored parts.

2019 Tahoe PPV and Special Service Vehicles

COLOR AND TRIM - Solid Paint ZY1

S = Standard Equipment A = Available -- (dashes) = Not Available

Solid Paint ZY1

■ = Included in Equipment Group ☐ = Included in Equipment Group but upgradeable

*Indicates availability of feature on multiple models. For example, it indicates feature availability on 2WD and 4WD Models or Rear wheel drive and All-wheel drive Models.

Decor Level	Seat Type	Seat Code	Seat Trim	Interior
				Jet Black
FL	Front 40/20/40 split-bench	AZ3	Cloth	H0U
FL	Front high-back reclining bucket	A95	Cloth	H0U

	Exterior Solid Paint	Color Code	Touch-Up Paint Number	Interior
				Jet Black
595	Siren Red Tintcoat[1]	G1E	WA-405Y	A
NC	Blue Velvet Metallic	G1M	WA-410Y	A
NC	Satin Steel Metallic	G9K	WA-464C	A
NC	Silver Ice Metallic	GAN	WA-636R	A
NC	Summit White	GAZ	WA-8624	A
NC	Black	GBA	WA-8555	A
NC	NEW! Shadow Gray Metallic	GJI	WA-626D	A
NC	Pepperdust Metallic	GMU	WA-441B	A
495	NEW! Deepwood Green Metallic[1]	GMW	WA-449B	A

1 - Additional charge.

2019 Tahoe PPV and Special Service Vehicles	TRAILERING SPECS	
Maximum trailer ratings are calculated assuming standard equipped vehicle, driver and required trailering equipment. The weight of optional equipment, passengers and cargo will reduce the maximum trailer weight your vehicle can tow. 10 to 15% of the trailer weight is the recommended trailer tongue load.		
Automatic Transmission Ratings with Ball Hitch		
Model	**(L83) 5.3L EcoTec3 V8 AFM DI VVT Flex Fuel aluminum block**	
	Axle Ratio	**Maximum Trailer Weight lbs. (kg)**
CC15706 / CK15706 (PPV)	3.08	4000 (1814)
CK15706 (Special Service Vehicle)	3.08	6400 (2903)
CK15706 with NHT (Special Service Vehicle)	3.42	8400 (3810)

MASTER AGREEMENT

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing Invitation to Bids (ITB) for the purpose of selecting qualified contractors to provide 2019 or current production years ¾ ton trucks, 1 ton trucks and police vehicles. 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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, 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.

MASTER AGREEMENT TERMS AND CONDITIONS FOR 2019 OR CURRENT PRODUCTION YEAR VEHICLE BID SEASON

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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. SCOPE OF THE MASTER AGREEMENT TERMS AND CONDITIONS

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), will be issuing Invitation To Bids, for the purpose of selecting qualified Contractors to provide 2019 or Current Production Year Vehicles.

SPB will be requesting bids for the following:

¾ Ton Trucks – with one (1) one (1) year renewal option;
1 Ton Trucks – with one (1) one (1) year renewal option;
Police vehicles – with one (1) one (1) year renewal option.

By signing this document, the Bidder agrees to the Master Agreement Terms and Conditions contained herein and upon contract award, these terms and conditions will become a part of the contract.

ALL INFORMATION PERTINENT TO THE SPECIFIC INVITATIONS TO BID WILL BE FOUND ON THE INTERNET AT BIDDING TIME: http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html

MASTER AGREEMENT TERMS AND CONDITIONS EXPLANATION
The Master Agreement Terms and Conditions will apply to all bids submitted for the 2019 Production Year cycle. Each bidder must complete and submit a **single** Master Agreement Terms and Conditions prior to submitting or with their first technical bid/ITB for 2019 Production Year Vehicle cycle.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Master Agreement, the bidder guarantees compliance with the provisions stated in this Master Agreement. Bidder agrees to the terms and conditions unless otherwise agreed to (see Section IV) and certifies that bidder maintains a drug free work place environment.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

VENDOR NAME:	Sid Dillon Chevrolet Buick
ADDRESS:	1750 County Rd J, Wahoo NE
CONTACT:	Ron Fullerton
TELEPHONE NUMBER:	402-540-7578
EMAIL:	ron.fullerton@siddillon.com
DATE:	8-28-18
SIGNATURE:	Ronald Fullerton
NAME & TITLE OF SIGNER:	Ronald Fullerton, Fleet Manager

II. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing 2019 or current production year vehicles for the following groups: ¾ Ton Trucks, 1 Ton Trucks and Police vehicles including ½ Ton Police Trucks at a competitive and reasonable cost.

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.

By signing and submitting the original Master Agreement Terms and Conditions, the Bidder agrees to the State's general Master Agreement Terms and Conditions.

By signing and submitting an ITB(s) for technical bid, the Bidder is responding to the technical submission.

In addition to the provision of the Invitation To Bids and the awarded bids, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract(s).

Fixed-price contracts will be awarded as a result of the Invitation to Bids.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Name:	Julie Schiltz
Agency:	State Purchasing Bureau
Address:	1526 K Street, Suite 130 Lincoln, NE 68508
Telephone:	402-471-6500
E-Mail:	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 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. 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 with the ITB Number and the specific vehicle bid description 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, 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.

E. SUBMISSION OF MASTER AGREEMENT TERMS AND CONDITIONS

The Master Agreement Terms and Conditions must be completed and submitted before or with the first vehicle bid submitted. To facilitate the evaluation process, one (1) original of the entire Master Agreement Terms and Conditions should be submitted.

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. 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.

K. 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.

L. PRICES

All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid through the initial contract award period.

At renewal time, if the vehicle has rolled to the new model year, a price adjustment may be requested not to exceed five percent (5%) of the previous contract price or the amount of increase for the Producer Price Index (PPI – Motor Vehicles, WPS1411), whichever is less.

However, in the event of a major vehicle platform change, a price increase of more than five percent (5%) may be considered, with supporting documentation, which could include past and current dealer invoices on fleet models as bid.

Any request for a price increase must be submitted in writing to the SPB for approval, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the increase (such as manufacturer invoices). 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.

Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. 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.

M. MODEL YEAR PAINT CHARTS

When the vehicle rolls to the next model year or when the contract is being renewed, the Contractor shall provide a current paint chart for the current model year.

N. DEVIATIONS FROM THE INVITATION TO BID

The requirements contained in the ITB technical sections become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in technical sections 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. VALID BID TIME

Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the ITB.

Q. 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.

R. 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. The completed Master Agreement Terms and Conditions signed using an indelible method (electronic signatures are not acceptable), received by State Purchasing Bureau before or with the first vehicle bid submitted. Once submitted, the completed Master Agreement Terms and Conditions does not need to be re-submitted with each bid response for the 2019 Production Year.

For each technical ITB submitted, the following is required:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Any supporting documentation: color charts, warranties, etc.

S. 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.

T. SUBMISSION OF BIDS

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

Submit a separate and complete bid for each vehicle bid. 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.

U. EMAIL SUBMISSIONS

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

V. 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.

W. 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.

X. 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.

Y. BID TABULATIONS

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

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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

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:

Accept or reject a portion of or all of a bid;
Accept or reject all bids;
Withdraw the ITB;
Elect to rebid the ITB;
Award single lines or multiple lines to one or more Bidders; or,
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:

Price;
Location;
Quality;
Delivery time; and,
State contract management requirements and/or costs.

The state may award to the most responsible bidder submitting the lowest base price, except the State reserves the right to split the award as follows:

1. Minimum of 70% to bidder with lowest base price.
2. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 10% of the lowest base price.
3. Lowest base price may be based on engine size/fuel type and/or vehicle life cycle cost. (Cost of Vehicle) + ((80,000/EPA Estimated Highway MPG) x EIA Average Price Force*) *EIA Average Price for Midwest Region Regular Grade

III. MASTER AGREEMENT TERMS AND CONDITIONS

Bidder is expected to read the Master 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 Master Agreement Terms and Conditions for the 2019 or current production year, the Bidder is agreeing to be legally bound by all the accepted Master Agreement 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. Bidders must submit the Master Agreement Terms & Conditions completed in its entirety.

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:
BF			

The contract resulting from the 2019 or Current Production Year ITB's shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Completed Master Agreement Terms and Conditions;
3. Amendments to the ITB;
4. Questions and Answers;
5. Contractor's bid (ITB);
6. Award;
7. The executed Contract and any Addenda; and,
8. 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) Master Agreement Terms and Conditions, 5) the original ITB document and any Addenda, and 6) 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. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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

C. 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.

D. CHANGE ORDERS OR SUBSTITUTIONS

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

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.

E. BREACH

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

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)

F. NON-WAIVER OF BREACH

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

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.

G. SEVERABILITY

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

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.

H. INDEMNIFICATION

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

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.

I. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the 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.

J. ASSIGNMENT, SALE, OR MERGER

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

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.

K. 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:
RK			

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.

L. FORCE MAJEURE

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

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.

M. CONFIDENTIALITY

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

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

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

N. EARLY TERMINATION

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

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.

O. CONTRACT CLOSEOUT

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

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 contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contactor, 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.

P. ERRORS AND OMISSIONS

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

The Bidder shall not take advantage of any errors and/or omissions in the 2019 or Current Production Year Invitation To Bids or resulting contracts. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

IV. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
RK			

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:
RK			

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:
RK			

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:
RK			

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:
RK			

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:
RK			

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:
RK			

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.

V. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

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

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:
RK			

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:
RK			

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:
RK			

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 one-half of one percent (.05%) 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.

VI. SCOPE OF WORK

A. SCOPE

It is the intent of this Master Agreement Terms and Conditions and future bid invitations to establish contracts to supply 2019 or current production year vehicles from date of award for a period of one (1) year with the option to renew for an additional one (1) year period 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.

Contracts will be established for the following groups:

¾ Ton Trucks
1 Ton Trucks
Police vehicles including ½ Ton Police Trucks

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 2019 or current production year vehicles.

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.

The ¾ ton and 1 ton trucks, complete with enclosed cabs, furnished under the respective specifications shall be the latest model standard production units, offered to the general trade, equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory. "Stripped" truck versions are specifically excluded.

Engine bores, main bearings, connecting rod bearings and wrist pins shall not exceed the manufacturers established size tolerances.

All vehicles offered must meet or exceed the minimum specifications. It is intended the manufacturer will build the vehicle to specifications and the selling or servicing dealer will be required only to perform the normal pre-delivery service and no be required to modify, alter, exchange, assemble, install or paint various components to the specifications.

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.

D. ACCEPTABLE MODELS

All vehicles that meet or exceed the specifications may be bid at invitation time.

E. ANNUAL USAGE

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

Listed below are the approximate units to be purchased. These amounts are estimates only; and the actual quantity ordered will vary. These estimates are based on last year's contract usage for the State of Nebraska as a whole, including the vehicles purchased by political subdivisions of the State of Nebraska.

Vehicle usage numbers for groups being bid for 2019 Production Year:
A. ¾ Ton Trucks – 69

B. 1 Ton Trucks – 29
C. Police – 250

Vehicle usage numbers for groups being renewed for 2019 Production Year:
A. ½ Ton Trucks – 135
B. Sedans – 231
C. Vans – 97
D. SUVs – 46

Based on last year's usage, approximately 857 vehicles may be purchased from the all State of Nebraska contracts (awarded and existing) for the 2019 production year.

F. DELIVERY

Between 9:00 AM and 3:00 PM, daily except Saturday, Sunday and holidays, AFTER SERVICING AND READY TO DRIVE, with not less than ¼ tank of gasoline. Deliveries desired prior to 120 days after receipt of order; quoted deliveries beyond 120 days are an award consideration. All deliveries shall be scheduled with agency representative.

Odometer mileage:

1. Within a 200-mile radius of Lincoln – less than 200 miles on odometer
2. Outside the 200-mile radius of Lincoln – less than 450 miles on odometer (Scottsbluff is 398 miles outside of Lincoln)

Vehicles will not be accepted if all paper work is not with the vehicle at time of delivery. Dealer still owns the vehicles until buyers sign all required paper work.

G. MODEL YEAR ORDER CUT-OFF DATES

Model Year Order Cut-Off is defined by State Purchasing Bureau (SPB) as the last day on which the Contractor will accept a purchase order for an awarded model due to manufacturer production scheduling.

The vendor is to provide with their bid the model year cut-off date, if the date is available. If the date is not available at the time of bidding, the awarded vendor/Contractor and associated manufacturer should **immediately notify AS/Materiel Division, through the State Purchasing Bureau buyer once the date is available.** Failure to provide model year cut-off date information may result in **may result in a breach of contract.**

Send MODEL YEAR ORDER CUT-OFF DATES via email to:

Nebraska State Purchasing Bureau
Julie Schiltz, Buyer
Julie.Schiltz@nebraska.gov

Model Year Order Cut-Off Dates will be shared by SPB with state agencies as an aid to planning agency purchases against the contract(s). The Model Year Order Cut-Off date does not change the awarded contract period and does not terminate the contract. The Contractor and Manufacturer have the option to offer the next model year vehicle that is acceptable under the terms and conditions of the contract award at the contracted price.

The contract period will be from date of award for one full year or until the SPB Buyer terminates the contract. Upon receipt by SPB Buyer of the Model Year Order Cut-Off Dates, SPB may formally request the Contractor, upon Contractor's agreement, seek permission through the manufacturer to exercise the option of providing the next available model year as an equivalent product rollover through the contract period until renewal period, at the contracted price.

Absent such permission from the manufacturer, the State will cease to purchase from the contract and the contract will remain dormant or in suspension until final expiration date.

In the event that a manufacturer re-opens production lines or will resume accepting order for the model year awarded after a published Model Year Cut-Off Date, the State will resume purchasing against contract.

H. ENVIRONMENTAL PROTECTION AGENCY (EPA) HIGHWAY MILEAGE

Provide separate, when available, EPA highway mileage (Gas and E85) rates from the Fuel Economy Guide: www.fueleconomy.gov

I. FACTORY INSTALLATION

If manufacturer has requirements available from factory, then item must be FACTORY-INSTALLED; if factory installation is not available, then it must be noted as a dealer-installation and an alternative.

Trucks shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel systems, engine, and accessories, and to possess the capability of operating of lead-free gasoline and gasohol/ethanol.

All vehicles shall comply with all current provisions of the National Traffic and Motor Vehicles Safety Act, and applicable provisions of the USEPA Emissions Standards.

A separate bid is requested if the manufacturer is producing fuel-flexible E85 motor vehicles (units capable of operation on a fuel mixture of up to 85% Ethanol/15% Unleaded Gasoline without additional change or conversion). A SEPARATE CONTRACT MAY BE AWARDED.

J. NON-CONTRACT ITEMS

Items not listed on the contract, but may be needed by the ordering agency for their business needs, may be added to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line "Non-Contract Item" line added to the purchase order.

K. POTENTIAL RECALL OR MANUFACTURER INITIATED CUSTOMER SERVICE ACTION/NOTIFICATION REQUIREMENTS

The contractor shall be responsible for accessing potential recall notices from the National Highway Traffic Safety Administration (NHTSA), as well as any manufacturer initiated customer service actions prior to delivering the vehicles to the state agency location. If a recall or customer service action is found for the vehicle being delivered to the state agency, the contractor should, to the best of their ability, complete the necessary action(s) prior to the delivery. If the contractor is unable to address the required recall or customer service action(s) prior to delivery, the contractor must inform the ordering state agency of the "open" recall or customer service action upon delivery. The vendor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.

L. BID SIGNATURES

Technical bids must be signed using an indelible method (electronic signatures are not acceptable) by the bidder on the State of Nebraska's Contract Invitation to Bid form.

M. CERTIFICATE OF TITLE

Contractor shall provide a certificate of title for each vehicle purchased that is free and clear of any lien, security interest, or encumbrance of any kind. The vendor shall indemnify, defend, and hold harmless the State of Nebraska from any claim, litigation or loss to the certificate of title.

VII. INVITATION TO BID - GENERAL SPECIFICATIONS

BIDDER INSTRUCTIONS
Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

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

"NO" response means the Bidder cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

A. 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 quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
✓			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 and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:				

B. WITHDRAWAL OF BID

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The vendor is responsible for reviewing their bid(s) before submission for accuracy and completeness, to include price. The vendor may without penalty withdraw their bid within five (5) business days of bid opening by notifying the SPB Buyer in writing.
NOTES/COMMENTS:			

C. MOTOR VEHICLE INDUSTRIES REGULATION ACT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			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. Nebraska Dealer License Number: 05458
NOTES/COMMENTS:			

D. 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.
NOTES/COMMENTS:			

E. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The vendor shall, upon request by the State of Nebraska, provide an annual usage report of the contract(s) by state agencies, boards and commissions, including political subdivisions of the State of Nebraska. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the state. Information will include agency name, item, number ordered and dollar amount.
NOTES/COMMENTS:			

F. DELIVERY AFTER RECEIPT OF ORDER

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. All vehicles shall be delivered FOB Destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with a minimum of ¼ tank of gasoline in the tank. Vehicles showing lack of proper dealer pre-delivery service shall be subjected to rejection until the vehicle is

			properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
✓			**2.** After the vehicle has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. IMPORTANT Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
✓			**3.** The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
✓			**4.** Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
✓			**5.** Invoices shall describe the truck, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
✓			**6.** Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
✓			**7.** Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
✓			**8.** Vendor shall provide order number to the purchaser within five (5) business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
NOTES/COMMENTS:			

G. 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 packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order. Once contracts are awarded, purchase orders issued by ordering agencies should include vehicle description, number of units ordering, shipping and billing location, agency delivery contact name and phone number and related information.
✓			**2.** Contractor is to provide manufacturer's order number to the purchasing agency or political sub-division within five (5) business days after the purchase order is received. Vehicle invoices or supporting documentation accompanying the invoices should include a hard copy, bar-coded version of the Vehicle Information Number (VIN) for each vehicle.
NOTES/COMMENTS:			

H. 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.
NOTES/COMMENTS:				

I. PRICES

YES	NO	NO & PROVIDE ALTERNATIVE		
✓			1.	Price quoted shall be unit price and shall be firm for the duration of the contract from date of an award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified within a 200 mile radius. A drop shipment charge outside the 200 mile radius of Lincoln must be clearly noted on the ITB. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Contractor may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties.
✓			2.	Items not listed on the contract, but may be needed by the ordering agency for their business needs, may be added to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line "Non-Contract Item" line added to the purchase order.
NOTES/COMMENTS:				

J. AUTHORIZED DEALER

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

K. SERVICE

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			**1.** Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
✓			**2.** It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
✓			**3.** Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!
✓			**4.** If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
✓			**5.** The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
NOTES/COMMENTS:			

L. SUBSTITUTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			**1.** Vendor will not substitute any item that has been awarded without prior written approval of SPB.
NOTES/COMMENTS:			

M. SECRETARY OF STATE REGISTRATION REQUIREMENTS

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

YES	NO	*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.
	✓	**1.** Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required) If the Bidder is an Individual or Sole Proprietorship, the following applies: **a.** The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html The completed United States Attestation Form should be submitted with the Invitation to Bid response. **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. **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.
	✓	**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 (####) 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:	Sid Dillon Chevrolet Buick
Bidder Address:	1750 County Rd J Wahoo NE 68066
Contact Person & Title:	Ron Fullerton - Fleet Manager
E-mail Address:	ron.fullerton@siddillon.com
Telephone Number (Office):	402-540-7578
Telephone Number (Cellular):	402-540-7578
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	Sid Dillon Chevrolet Buick
Bidder Address:	1750 County Rd J Wahoo NE 68066
Contact Person & Title:	Ron Fullerton - Fleet manager
E-mail Address:	ron.fullerton@siddillon.com
Telephone Number (Office):	402-540-7578
Telephone Number (Cellular):	402-540-7578
Fax Number:	