

# 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                  | 1/9/19             | Page    | 1 of 3 |
| Solicitation Number   | 5992 OF REVISED    |         |        |
| Opening Date and Time | 01/30/19           | 2:00 pm |        |
| Buyer                 | JULIE SCHILTZ (AS) |         |        |

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

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

\_\_\_\_ NEBRASKA CONTRACTOR 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 TANDEM AXLE CHASSIS MIN 60,000 GVWR W/RDS BODY AND TOWPLOW to the State of Nebraska as per the attached specifications for a one ( 1 ) year period from date of award. The contract may be renewed for four ( 4 ) additional one ( 1 ) year periods when mutually agreeable to the vendor and the State of Nebraska.

(vc 1/8/19)

## INVITATION

| Line | Description  | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|--|----------|-----------------|------------|----------------|
| 1    | TANDEM AXLE CHASSIS MIN 60,000 GVWR W/14' RDS BODY & TOWPLOW | 7.0000   | EA              | _____      | _____          |
| 2    | TANDEM AXLE CHASSIS MIN 60,000 GVWR W/14' BODY NO TOW PLOW   | 7.0000   | EA              | _____      | _____          |
| 3    | DEDUCT FULLER 13 SPEED TRANSMISSION                          | 7.0000   | EA              | _____      | _____          |
| 4    | DEDUCT FULLER 10 TRANSMISSION                                | 7.0000   | EA              | _____      | _____          |

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ 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)

Enter Contact Information Below

VENDOR# \_\_\_\_\_  
VENDOR: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
Facsimile \_\_\_\_\_  
Email \_\_\_\_\_  
\_\_\_\_\_

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|------|---|----------|-----------------|------------|----------------|
| 5    | DEDUCT EATON FULLER AUTO SHIFT TRANSMISSION                   | 7.0000   | EA              | _____      | _____          |
| 6    | CHASSIS TECHNICAL REPAIRMANUAL PRICE FOR PAPER IF N/A ON LINE | 7.0000   | EA              | _____      | _____          |
| 7    | ENGINE SHOP REPAIR MANUAL PRICE FOR PAPER IF N/A ON LINE      | 7.0000   | EA              | _____      | _____          |
| 8    | CHASSIS PARTS MANUAL PRICE FOR PAPER IF N/A ON LINE           | 7.0000   | EA              | _____      | _____          |
| 9    | ENGINE PARTS MANUAL PRICE FOR PAPER IF N/A ON LINE            | 7.0000   | EA              | _____      | _____          |
| 10   | PARTS CD-ROM FOR CHASSIS AND ENGINE                           | 7.0000   | EA              | _____      | _____          |
| 11   | TRANSMISSION TECHNICAL REPAIR MANUAL                          | 7.0000   | EA              | _____      | _____          |
| 12   | TRANSMISSION TECHNICAL REPAIR AUTOMATIC                       | 7.0000   | EA              | _____      | _____          |
| 13   | ELECTRICAL WIRING DIAGRAM MANUAL PAPER PRICE IF N/A ON        | 7.0000   | EA              | _____      | _____          |
| 14   | P.C. DIAGNOSTIC COMPATABLE SOFTWARE W/DATA LINK CONNECTIO     | 7.0000   | EA              | _____      | _____          |
| 15   | V-PLOW WITH V-PLOW QUICK ATTAC HITCH PER ATTACHMENT PAGE      | 7.0000   | EA              | _____      | _____          |
| 16   | V-PLOW QUICK ATTACH HITCH WITH OUT V-PLOW PER ATTACHMENT PAGE | 7.0000   | EA              | _____      | _____          |
| 17   | FRONT MOUNT PATROL WING PER ATTACHMENT PAGE                   | 7.0000   | EA              | _____      | _____          |
| 18   | RIGHT HAND BENCHING WING PER ATTACHMENT PAGE                  | 7.0000   | EA              | _____      | _____          |
| 19   | RIGHT HAND HIGH BENCHING WING PER ATTACHMENT                  | 7.0000   | EA              | _____      | _____          |

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| Line | Description   | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|---|----------|-----------------|------------|----------------|
| 20   | RIGHT SEVERE DUTY HIGH BENCHIN WING                   | 7.0000   | EA              | _____      | _____          |
| 21   | PRE WET PER ATTACHMENT                                | 7.0000   | EA              | _____      | _____          |
| 22   | RIGHT HAND MID-MOUNT WING PER ATTACHMENT              | 7.0000   | EA              | _____      | _____          |
| 23   | LEFT HAND MID-MOUNT WING PER ATTACHMENT               | 7.0000   | EA              | _____      | _____          |
| 24   | 3 JOYSTICK CONTROL IN LIEU OF SINGLE JOYSTICK CONTROL | 7.0000   | EA              | _____      | _____          |
| 25   | ADD TOW PLOW  | 7.0000   | EA              | _____      | _____          |
| 26   | CHASSIS OLY: NO RDS, NO TOW PLOW HITCH OR HYDRAULICS  | 7.0000   | EA              | _____      | _____          |
| 27   | CHASSIS HYDRAULIC TO RUN BI-DIRECTIONAL TOW PLOW      | 7.0000   | EA              | _____      | _____          |
| 28   | ADD BI-DIRECTIONAL TOW PLOW                           | 7.0000   | EA              | _____      | _____          |
| 29   | SAFETY LIGHTING INSTALL ON CHASSIS                    | 7.0000   | EA              | _____      | _____          |
| 30   | PLOW BALANCE VALVE                                    | 7.0000   | EA              | _____      | _____          |

# INVITATION TO BID

Number 5992-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a Tandem Axle Chassis MIN 60,000 GVWR W/RDS Body and TOWPLOW contract, ITB Number 5992 OF for the purpose of selecting a qualified Bidder to provide Tandem Axle Chassis MIN 60,000 GVWR W/RDS Body and TOWPLOW. Specifications can be found in Section VI through XVII. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

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

A mandatory Pre-Bid Conference will be held on Monday, January 16, 2019, 10:00 AM at State Purchasing Bureau 1526 K Street, Suite 130 Lincoln NE 68508.

**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.**

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## GLOSSARY OF TERMS

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

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

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Contract Period:** The duration of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

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

**Must:** See Shall/Will/Must.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Proposal:** See Bid.

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

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

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

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

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

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

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

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

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

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing Tandem Axle Chassis MIN 60,000 GVWR W/RDS Body and TOWPLOW at a competitive and reasonable cost. A detailed description can be found in Section IV through XVIII.

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

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

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

Name: 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](mailto:as.materielpurchasing@nebraska.gov)

**C. COMMUNICATION WITH STATE STAFF**

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

The following exceptions to these restrictions are permitted:

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

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

**D. SCHEDULE OF EVENTS**

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

| ACTIVITY |  | DATE/TIME  |
|----------|--|------------|
| 1.       | Release ITB  | 01/02/2019 |
| 2.       | Last day to submit "Notification of Intent to Attend Pre-Bid Conference"   | 01/14/2019 |
| 3.       | Last day to submit written questions   | 01/14/2019 |
| 4.       | Mandatory Pre-Bid Conference<br>Location: State Purchasing Bureau<br>1526 K Street, Suite 130<br>Lincoln, NE 68508<br>10:00 A.M. to 11:30 A.M., Central Time<br><br><i>* Registration Advisement:<br/>                     Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.</i> | 01/16/2019 |
| 5.       | Last day to submit written questions after Pre-Bid Conference  | 01/17/2019 |
| 6.       | State responds to written questions through ITB "Addendum" and/or "Amendment" to be posted to the Internet at:<br><a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>  | 01/23/2019 |

| ACTIVITY |  | DATE/TIME                             |
|----------|--|---------------------------------------|
| 7.       | Bid opening<br>Location: State Purchasing Bureau<br>1526 K Street, Suite 130<br>Lincoln, NE 68508  | 01/30/2019<br>2:00 PM<br>Central Time |
| 8.       | Review for conformance of mandatory requirements   | TBA                                   |
| 9.       | Evaluation period  | TBA                                   |
| 10.      | Post "Letter of Intent to Contract" to Internet at:<br><a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a> | TBA                                   |
| 11.      | Contract finalization period   | TBA                                   |
| 12.      | Contract award   | TBA                                   |
| 13.      | Contractor start date  | TBA                                   |

**E. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 5992OF; Tandem Axle Chassis MIN 60,000 GVWR W/RDS Body and TOWPLOW Questions". SPB is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

| ITB Section Reference | ITB Page Number | Question |
|-----------------------|-----------------|----------|
|                       |                 |          |

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

**F. PRE-BID CONFERENCE**

A pre-bid conference will be held per the Schedule of Events. Attendance at the pre-bid conference is mandatory. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the ITB requirements. Questions that have a material impact on the ITB or ITB process, and relevant to all Bidders will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions of interest to an individual Bidder during the conference. If a Bidder feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

**G. NOTICE OF INTENT TO ATTEND MANDATORY PRE-BID CONFERENCE**

Bidders should notify the SPB of their intent to attend by submitting a "Notification of Intent to Attend the Pre-Bid Conference Form" (see Form B) by hand-delivery, U.S. Mail, or email at [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**H. 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.

**I. 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.

**J. 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.

**K. BID PREPARATION COSTS**

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

**L. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**M. PRICES**

Prices submitted on the cost proposal form shall remain fixed for the first one hundred eighty (180) days of the contract. Any request for a price increase subsequent to the first one hundred eighty (180) days of the contract shall not exceed percent (5%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

**O. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

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

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

**Q. BID REQUIREMENTS**

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections IV through XVIII;
4. Completed ITB Form or State's Bid Sheet.

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

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

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**S. SUBMISSION OF BIDS**

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

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

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

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

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

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

**T. EMAIL SUBMISSIONS**

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

**U. BID CORRECTIONS**

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

**V. LATE BIDS**

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

**W. BID OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will

not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

**X. BID TABULATIONS**

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

**Y. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

N/A

**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](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.

**II. TERMS AND CONDITIONS**

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

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

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

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

**A. GENERAL**

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

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

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

These documents constitute the entirety of the contract.

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

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

**B. NOTIFICATION**

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

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<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>ITB Response<br>(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: |
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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: |
|------------------|------------------|--|-----------------|
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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: |
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|                  |                  |  |                 |

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: |
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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: |
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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: |
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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: |
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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: |
|------------------|------------------|--|-----------------|
|                  |                  |  |                 |

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: |
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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<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>ITB Response<br>(Initial) | NOTES/COMMENTS: |
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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.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>ITB Response<br>(Initial) | NOTES/COMMENTS: |
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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: |
|------------------|------------------|--|-----------------|
|                  |                  |  |                 |

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: |
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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. INSURANCE REQUIREMENTS**

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or with in one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract**

documents, Nebraska Department Of Transportation as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

|  |  |
|--|--|
| <b>REQUIRED INSURANCE COVERAGE</b>   |  |
| <b>BUILDERS RISK</b>   |  |
| All Risk Insurance – Cost of the Job including Soft Costs  |  |
| <b>COMMERCIAL GENERAL LIABILITY</b>  |  |
| General Aggregate  | \$2,000,000  |
| Products/Completed Operations Aggregate  | \$2,000,000  |
| Personal/Advertising Injury  | \$1,000,000 per occurrence   |
| Bodily Injury/Property Damage  | \$1,000,000 per occurrence   |
| Fire Damage  | \$50,000 any one fire  |
| Medical Payments   | \$10,000 any one person  |
| Damage to Rented Premises  | \$300,000 each occurrence  |
| Contractual  | Included   |
| Independent Contractors  | Included   |
| If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.   |  |
| <b>WORKER'S COMPENSATION</b>   |  |
| Employers Liability Limits   | \$500K/\$500K/\$500K   |
| Statutory Limits- All States   | Statutory - State of Nebraska  |
| Voluntary Compensation   | Statutory  |
| <b>COMMERCIAL AUTOMOBILE LIABILITY</b>   |  |
| Bodily Injury/Property Damage  | \$1,000,000 combined single limit  |
| Include All Owned, Hired & Non-Owned Automobile liability  | Included   |
| Motor Carrier Act Endorsement  | Where Applicable   |
| <b>GARAGE LIABILITY</b>  |  |
| \$1,000,000 Each Accident  |  |
| \$2,000,000 Aggregate  |  |
| <b>GARAGE KEEPERS LEGAL LIABILITY</b>  |  |
| Includes Comprehensive & Collision   | Limits sufficient to cover all vehicles in the insured's care, custody or control. |
| <b>UMBRELLA/EXCESS LIABILITY</b>   |  |
| Over Primary Insurance   | \$5,000,000 per occurrence   |
| <b>COMMERCIAL CRIME</b>  |  |
| Crime/Employee Dishonesty Including 3rd Party Fidelity   | \$1,000,000  |
| <b>CONTRACTOR'S POLLUTION LIABILITY</b>  |  |
| Each Occurrence/Aggregate Limit  | \$2,000,000  |
| Includes Non-Owned Disposal Sites  |  |
| <b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>   |  |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."  |  |
| <b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>   |  |
| "Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. State of Nebraska shall be included as additionally insured." |  |

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**3. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

Fleet Management  
 5001 S 14<sup>th</sup> St  
 Lincoln, NE 68512

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**G. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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.

**H. ANTITRUST**

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

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

**I. CONFLICT OF INTEREST**

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

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.

**J. STATE PROPERTY**

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**K. SITE RULES AND REGULATIONS**

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**L. ADVERTISING**

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

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.

**M. DRUG POLICY**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>ITB Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
|                     |                     |   |                 |

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

**IV. PAYMENT**

**A. TAXES**

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

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.

**B. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the 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.

**C. INSPECTION AND APPROVAL**

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

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

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.

**D. 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.

**E. 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).

**F. 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.

**G. 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 (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## **V. SCOPE OF WORK**

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

### **A. SCOPE**

It is the intent of this bid invitation to establish a contract to supply Tandem Axle Chassis MIN 60,000 GVWR W/RDS Body and TOWPLOW per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four (4) one-year renewal periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

### **B. AMENDMENT**

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

### **C. REVISIONS**

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

**VI. CAB AND CHASSIS**

**A. BIDDER INSTRUCTIONS**

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

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

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

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

**B. NON-COMPLIANCE STATEMENT**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to 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 <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed). |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**C. BASIC SPECIFICATIONS**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. Shall be not less than 60,000 Gross Vehicle Weight Rating<br>a. VIN door shall show full GVWR and not reflect calculated bridge capacity rating   |
|     |    |                          | 2. Wheel Base:<br>a. Between 206 and 220 inches or as required by body installer to meet requirements to mount dump body, wings and other options<br>b. Cab to trunnion shall be minimum 136 to 140 inches as required to meet RDS body specifications. This shall be clear; useable space above the rails with exception that vertical stack and heat shield may extend up to 6 inches into CT area as long as: |

|                        |  |  |   |
|------------------------|--|--|---|
|                        |  |  | <ul style="list-style-type: none"> <li>i. Stack with shield is near rear corner of cab. Right side preferred.</li> <li>ii. None of exhaust system in CT area crosses over chassis rail</li> </ul>   |
|                        |  |  | 3. Frame resisting bending moment shall equal or exceed 2,500,000 inch pounds.  |
|                        |  |  | 4. Minimum 18-inch integral front frame extension on truck will be required, front only bumper and fenders to be furnished.   |
|                        |  |  | 5. Hood shall be tilt-forward hood fenders with: <ul style="list-style-type: none"> <li>a. Service access panels required.</li> <li>b. Engine shall be equipped with any OEM available extension tube to allow engine oil and automatic transmission fluid to be conveniently checked and filled at service access panel.</li> <li>c. Butterfly type hood for convenient access to engine is acceptable if tilt-forward hood/fender with services access panel(s) are not available by manufacturer.</li> </ul> |
| <b>NOTES/COMMENTS:</b> |  |  |   |

**D. ENGINE**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | 1. Diesel, minimum 440 HP; 12 Liter, minimum 1,600 LB FOOT torque. Engine shall be certified to meet current EPA emissions standards for current model year at time of order<br><br>NO OTHER ENGINE WILL BE ACCEPTABLE without written approval by Department of Transportation Fleet Management prior to bid opening. Alternative engines may only be requested during the pre-bid conference and/or during the question and answer period.<br><br>Please specify: _____ <ul style="list-style-type: none"> <li>a. Vender shall provide a copy of the Certificate of Conformity letter sent to the Original Equipment Manufacturer from United States Environmental Protection Agency office of Transportation and air quality. Certificate of Conformity letter should be provided at time of bid opening. Failure to provide Certificate of Conformity letter shall be cause for bid rejection.</li> <li>b. The State of NE will not accept a chassis with any engine that is not compliant or OEM is pay non-compliance penalties to sell said engine/chassis within State of NE</li> </ul> |
|     |    |                          | 2. Muffler to be horizontal with vertical stack on right hand side with 90 degree elbowed exhaust outlet that is ABOVE top cab shields. Elbowed exhaust outlet must be equivalent material and finished as stack and may be dealer installed.<br><br>Vertical system heat shield required. Horizontal exhaust is acceptable only if required with body and/or wing mounting. If   |

|                        |  |  |   |
|------------------------|--|--|---|
|                        |  |  | horizontal is used it must have exhaust suppression to prevent damage to pavement during emission system regeneration.  |
|                        |  |  | 3. Temperature controlled fan.  |
|                        |  |  | 4. Engine to be equipped with 110 volt AC engine coolant heater: male receptacle with cover for electrical wire for engine heater is to be sturdily mounted.  |
|                        |  |  | 5. Cold starting aid-KBI Dieselmatic cartridge type or equivalent; cartridge to be furnished with warm engine cut off switch may be dealer installed unless equipped with glow plugs or pre-heater. OEM engine software system to aid cold engine start also acceptable.<br><br>Please specify: _____ |
|                        |  |  | 6. Exterior and interior to engine compartment air inlet system for air cleaner. Air cleaner with dual elements if available.<br><br>Please specify _____   |
|                        |  |  | 7. Front crankshaft provisions required for power take off.   |
|                        |  |  | 8. Stainless steel oil pan if available from manufacturer.<br><br>Please specify: _____   |
| <b>NOTES/COMMENTS:</b> |  |  |   |

**E. FILTERS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Oil filter to be full flow, throw-away type.  |
|                        |    |                          | 2. Dual element air cleaner if available by manufacturer, Donaldson or equivalent<br><br>Please specify: _____ |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**F. COOLING**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | 1. Manufacture's heaviest duty cooling capacity radiator to be compatible with front mounted PTO. |
|     |    |                          | 2. Coolant filter if required by engine manufacturer.   |

|                        |  |  |  |
|------------------------|--|--|--|
|                        |  |  | 3. Truck shall have manufacturer's recommended long life antifreeze protection to no less than 34 degrees below zero Fahrenheit. |
| <b>NOTES/COMMENTS:</b> |  |  |  |

**G. TRANSMISSION**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | <p>1. Allison HD4060 or 4560 automatic transmission with a hold feature in all gears with transmission oil temperature gauge or warning system on or near dash.<br/>Transmission to be most compatible with engine horsepower and torque.</p> <p>a. Transmission should have Allison Prognostic, load base shift scheduling and shift energy management features as available.</p> <p>b. Ground speed signal connecting point shall be provided by chassis OEM regardless of transmission installed. Connecting point to be easily accessible by body/hydraulic system installers.</p> <p>c. Transmission electronic control box to be mounted in cab if available from manufacturer.</p> |
|                        |    |                          | 2. Synthetic oil to be OEM factory fill for transmission.   |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**H. AXLE AND SPRINGS**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | <p>1. Minimum 20,000 pounds rated capacity axle in front with corresponding multi-leaf springs.</p> <p>Front axle to be set forward design with front bumper to axle measurement of no more than 31 ½ inches. Shall be measured from front of hood or front hood line to center of axle.</p> <p>a. OIL FILLED, FRONT WHEEL HUBS WITH WINDOW REQUIRED.</p>  |
|     |    |                          | <p>2. Rear suspension assembly shall be Hendrickson PRIMAAX heavy duty on/off road with minimum 46,000 pounds rated capacity.</p> <p>a. Tandem axle assembly shall be rated at minimum 40,000 pounds of 46,000 pounds capacity as per OEM requirements.</p> <p>b. Inter-wheel and inter-axle full locking differentials of manufacturer's recommended brand. Switches shall have indicator lights</p> <p>c. Adequate gear ratios must be available to sustain road speed of 75 MPH plus or minus 3 MPH at governed engine RPM.</p> |
|     |    |                          | 3. Front and rear springs to also meet manufacture's GVWR requirements.  |

|                        |  |  |   |
|------------------------|--|--|---|
|                        |  |  | 4. Manual dump valve for air suspension with indicator light. |
|                        |  |  | 5. Rear axles to have synthetic oil installed.                |
| <b>NOTES/COMMENTS:</b> |  |  |   |

**I. STEERING**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Manufacturer's power steering required.<br>a. Dual Power steering gearboxes required. |
|                        |    |                          | 2. Tilt steering wheel required.   |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**J. BRAKES**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. Services brakes shall be six wheel, full air, with automatic slack adjusters.<br>a. Brakes shall be ABS design.   |
|     |    |                          | 2. Two shoes per wheel, double anchored when brakes are drum type.   |
|     |    |                          | 3. Services brakes may also be combination of rear drum brakes and front disc brakes or all disc brakes.<br><br>Please specify: _____  |
|     |    |                          | 4. Dust shields are required on all axles.   |
|     |    |                          | 5. Anti-lock brakes system on all wheels required.   |
|     |    |                          | 6. A spring loaded parking brake system designed to automatically apply parking brakes to all four rear wheels when pressure in main air reservoir drops below safe pressure with warning signal is required.<br>a. Forward facing brake chambers.   |
|     |    |                          | 7. The compressor shall be single or two stage water cooled type with minimum air flow of 18 CFM.  |
|     |    |                          | 8. Bendix AD-IP dryer or OEM equivalent required, which may be dealer installed if not available by manufacturer. Spin on filter required. OEM brand air dryer must be approved by NDOT prior to bid opening. Alternatives may only be requested during the pre-bid conference and/or during the question and answer period. |
|     |    |                          | 9. Drain valve system for all air tanks must be conveniently operated from side of chassis; system may be dealer installed if not available by manufacturer.   |

|                        |  |  |  |
|------------------------|--|--|--|
|                        |  |  | <b>10.</b> Trailer brakes – truck to be equipped with hand air control valve, break away valve and all necessary lines and connections mounted to rear of truck chassis required for coupling air brakes on trailer. |
| <b>NOTES/COMMENTS:</b> |  |  |  |

**K. FUEL TANKS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | <b>1.</b> Fuel tank to be left side mounted and 100 gallon capacity. State tank size being bid: <ul style="list-style-type: none"> <li>a. Tank extending beyond rear line of cab shall not interfere with wing mount.</li> <li>b. Stainless steel tank if available from manufacturer. Please specify: _____</li> <li>c. Stainless steel fuel tank straps if available from manufacturer. Please specify: _____</li> </ul> |
|                        |    |                          | <b>2.</b> Fuel tank shall be regular accessory units AS SHOWN AND LISTED IN TRUCK MANUFACTURE'S DATA BOOKS. <ul style="list-style-type: none"> <li>a. Suction line from tank to pump to be OEM plastic or stratoflex. Stratoflex is preferred. Please specify: _____</li> </ul>  |
|                        |    |                          | <b>3.</b> Fuel/water separator with heater required: Davco brand 384 preferred. Please specify: _____ <ul style="list-style-type: none"> <li>a. Shall be compatible with Bio-diesel fuel.</li> </ul>   |
|                        |    |                          | <b>4.</b> Minimum fourteen inches ground clearance required under fuel tank, DEF tank and supports.  |
|                        |    |                          | <b>5.</b> OEM DEF tank if applicable shall not interfere with mounting of wing frame, cab shield, etc.   |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**L. WHEELS**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | <b>1.</b> Quantity eight (8)- 22.5 inch by minimum 8.25 inches, ventilated, 10 stud, hub-pilot, steel disc type with 11-1/4 inch diameter bolt circle; identical including color, interchangeable; rear wheels and tires must be spaced to permit use of tire chains. |

|                        |  |  |   |
|------------------------|--|--|---|
|                        |  |  | 2. Quantity three (3) – 22.5 x 12.25 (front and spare) otherwise meeting specification. |
| <b>NOTES/COMMENTS:</b> |  |  |   |

**M. TIRE SPECIFICATIONS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Steel belted radials of tubeless type. <ul style="list-style-type: none"> <li>a. Quantity eight (8) – 11R22.5 “H” load range or equivalent metric size rear. <ul style="list-style-type: none"> <li>i. Tread design to be Michelin XDN@ or equivalent on other brands.</li> <li>ii. Fronts and spare shall be 425/65R22.5J of Michelin XZY3 or equivalent tread.</li> </ul> </li> </ul> |
|                        |    |                          | 2. Tires must be Goodyear, Michelin, Bridgestone, Firestone Continental or General and shall carry said company name.<br><br>Please specify: _____   |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**N. CAB SPECIFICATIONS**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. Air suspension cab with locks on doors  |
|     |    |                          | 2. National Brand Model 200 series or OEM equivalent high back seat with air lumbar support on both driver and passage sides, both with cloth covering and able to adjust forward and backwards on gliders.<br><br>Please specify: _____ <ul style="list-style-type: none"> <li>a. Seats must be able to provide 6.5 inches of travel.</li> <li>b. Seat mounted arm rest outboard to be furnished on both driver and passage seats. If outboard arm rest is available by molded arm rest on door of truck that is acceptable.</li> </ul> |
|     |    |                          | 3. Power electric windows on both side windows.  |
|     |    |                          | 4. Two (2) padded sun visors.  |
|     |    |                          | 5. Tinted safety glass in cab.   |
|     |    |                          | 6. Front windshield shall include heated defroster grids to aid melting of snow and/or ice buildup during winter operations.   |

|                        |  |  |   |
|------------------------|--|--|---|
|                        |  |  | 7. Window in bottom, front part of right door if available from manufacturer.   |
|                        |  |  | 8. Step or running board on each side of cab.   |
|                        |  |  | 9. Interior finished to exclude excessive noise and weather.  |
|                        |  |  | 10. Exterior and/or interior cab grab handles on both sides to facilitate entry into the truck shall be provided.   |
|                        |  |  | 11. Minimum 107 inches from grade to top of cab required.   |
|                        |  |  | 12. Cab to have minimum 72 inches of shoulder room per specification sheet.   |
|                        |  |  | 13. Cab to have minimum of 56 inches floor to headliner height.   |
|                        |  |  | 14. Air suspension cab required. If manufacture does not have air suspension cab available, then Cab mate by Link manufacturing Ltd. is acceptable which maybe dealer installed.<br><br>Please specify: _____ |
| <b>NOTES/COMMENTS:</b> |  |  |   |

**O. COLOR**

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

**P. MIRRORS**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. Rear vision rectangular western type.<br>a. Mirrors to be stainless steel or OEM bright finished equivalent heated type with tinted or non-glare glass.<br>b. Mirrors shall be electorally adjustable from driver seat. |
|     |    |                          | 2. Size 16 inch by 7 inch or approximately 110 square inches.  |
|     |    |                          | 3. Mounted on right and left doors of cab. Extendable to maximum legal width.  |
|     |    |                          | 4. 8 inch convex mirror or equivalent size to be mounted below the 16 inch by 7 inch mirror on each side. Convex mirror not to overlap main mirror. Convex mirror to be heated type.                                       |

**NOTES/COMMENTS:**

**Q. LIGHTS**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. Halogen or LED high beam headlights with low beam, parking, dome, double tail and stop lights, front and rear directional turn signal lights.<br>a. Turn signals shall be self-canceling if available from OEM.         |
|     |    |                          | 2. LED double tail and stop lights required for chassis orders. OEM chassis lights may be omitted for dump body orders as LED lights are required with dump body installation.   |
|     |    |                          | 3. Wiring harness with connector for auxiliary lighting is required if available from manufacturer. Switch circuit to be battery power if available. Auxiliary snow plow lighting is required with dump body installation. |

**NOTES/COMMENTS:**

**R. ELECTRICAL**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | 1. System to 12 volts.  |
|     |    |                          | 2. Manufacture's recommended batteries for diesel engine bid: minimum of three (3) batteries with 2700 CCA.   |
|     |    |                          | 3. Alternator shall be a Delco 28Si or Bosch of minimum 160 amperes.<br><br>Please specify: _____   |
|     |    |                          | 4. Positive and negative jump start studs required. Must be easily accessible at side of chassis. Use of frame or frame hardware is not acceptable for negative stud. Jump stud, cable and mount shall be dealer installed if not available from factory. |
|     |    |                          | 5. Chassis shall have easily accessible battery disconnect switch near the battery box or other OEM mounting location that is easily accessible for operators.<br><br>Please specify location of switch: _____  |
|     |    |                          | 6. Trailer lighting harness and 7 pin ATA plug required at end of frame for trailer hookup.   |

**NOTES/COMMENTS:**

**S. CONTROLS AND INSTRUMENTS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. Key locking ignition switch; head, parking and dome light switch; traffic hazards switch; headlight beam control; electronic engine speed control for cruise and PTO/idle functions. Speedometer.  |
|                        |    |                          | 2. Voltmeter; oil pressure gauge; fuel gauge; engine temperature gauge and air pressure gauge.  |
|                        |    |                          | 3. High beam indicator light, flasher turn-indicator lights, turn signal switch located on steering Column.   |
|                        |    |                          | 4. Engine hour meter, tachometer and vacuum restriction gauge for air cleaner are required, which shall be dash mounted. If manufacturer does not offer a vacuum restriction gauge on dash then a Filter Minder brand of gauge that is dash mounted is acceptable, which may be dealer installed.   |
|                        |    |                          | 5. Control for inter-wheel inter-axle locking differentials shall have dash mounted indicator light.  |
|                        |    |                          | 6. Rearview camera system is required and may be Installed by dump body installer. Camera system shall include a minimum 5 inch color monitor and one camera mounted to provide clear view of area behind truck with dump body and spreader installed. Camera will activate when chassis transmission is place in reverse and NDOT would also prefer that operator could activate system for view at any time.<br><br>Please specify: _____ |
|                        |    |                          | 7. Camera System monitor shall have minimum of 3 camera input to allow additional cameras to be installed by NDOT at later date.  |
|                        |    |                          | 8. Rear view camera should have:<br>a. Minimum 170 degree field of view.<br>b. Camera with heated lens.<br>c. Camera to be mounted in the area above pintle plate that will provide view under tailgate spreader when installed.  |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**T. WINDSHIELD WIPERS**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | 1. Heaviest duty dual electrical wipers available with intermittent capability.             |
|     |    |                          | 2. Dual electric windshield washers.<br>a. Washer nozzles to be integrated into wiper arms. |

**NOTES/COMMENTS:**

**U. GENERAL**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Dual electric horns:<br>a. Manufacturer's standard air horn(s) shall be provided.   |
|                        |    |                          | 2. Truck manufacturer's recommended outside air intake heater with defroster to entire windshield, power outlet on dash.                 |
|                        |    |                          | 3. Manufacturer's standard manually controlled air conditioning; seat belts for right and left seats with retractors, lap/shoulder type. |
|                        |    |                          | 4. Factory installed AM/FM radio, preferable with antenna mounted on cowl instead of top of cab.   |
|                        |    |                          | 5. Three sets of keys required per vehicle   |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**V. RADIO FREQUENCY SHIELDING- Caution!!**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. The chassis and/ or installed components and equipment shall be compatible with use of NDOT mobile and/or two way communication devices. Main communication radio operates in low band range 47 MHz to 48 MHz, but all frequencies apply including low band, high band, UHF and VHF.  |
|     |    |                          | 2. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO standards applicable and/ or relevant to Electromagnetic Compatibility.  |
|     |    |                          | 3. NDOT will conduct testing of radio/two-way when installed in chassis. NDOT will notify vendor if normal operational parameters are not met due to degradation of signal caused by electromagnetic emissions from chassis, or installed components and equipment. Vendor shall be required to work with NDOT personal to reduce interference level to a point acceptable to NDOT normal radio operating parameters. Vendor shall have 30 days to resolve RFI issue.  |
|     |    |                          | 4. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If NDOT and vendor cannot resolve source of RFI the unit will be sent to independent accredited lab for testing to ensure 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. |

|                 |  |  |  |
|-----------------|--|--|--|
|                 |  |  | 5. If after testing 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 CANCELED. |
| NOTES/COMMENTS: |  |  |  |

**W. FACTORY INSPECTION**

| YES             | NO | NO & PROVIDE ALTERNATIVE |   |
|-----------------|----|--------------------------|---|
|                 |    |                          | 1. The first truck chassis manufactured shall be made available for inspection by Department of Transportation Personal at factory.   |
|                 |    |                          | 2. Vendor representative(s) shall accompany Department of Transportation personal during inspection.<br>a. Vendor shall be responsible to have body and hitch representatives in attendance at inspection to resolve any possible problems                          |
|                 |    |                          | 3. Transportation, meals and lodging cost for Department of Transportation representatives to perform required inspection shall be the vendor's expense. Vendor/manufacture must provide space inside building with truck to do inspection. With a minimum 2 hours. |
| NOTES/COMMENTS: |    |                          |   |

**X. WARRANTY**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. The manufacturer's regular warranty certificate will be required with each unit delivered and the warranty shall apply, in all cases with the following exceptions:<br>a. Because of the installation or attachment of auxiliary or supplementary equipment by the Department of Transportation or subcontractor, the effective date of warranty will be after field assignment. As each unit is assigned for service the Department will maintain a record of serial number and assignment date.<br>b. Manufacturer's written warranty includes engine, transmission and differential must accompany delivered units.<br>c. Full manufacturer's warranty coverage will be required for the stated warranty period, beginning at assignment date, in addition to the time between delivery and field assignment.<br>d. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility of the manufacturer and/or the successful bidder to warrant to the State of Nebraska, in writing that it has factory authorized dealers in the State of Nebraska who will provide warranty/services and repair work without undue delay.<br>e. Provide any information on towing available and what is covered. |

|                 |
|-----------------|
| NOTES/COMMENTS: |
|-----------------|

**Y. SERVICE**

| YES             | NO | NO & PROVIDE ALTERNATIVE |  |
|-----------------|----|--------------------------|--|
|                 |    |                          | 1. Manufacturer's standard warranty, completed pre-delivery inspection certificate, Manufacturer's Statement of Origin and line sheet will be required at time each unit is delivered. |
|                 |    |                          | 2. Service policy shall be honored by all of the manufacturer's authorized dealers in the State of Nebraska.   |
|                 |    |                          | 3. Dealer's decals, stickers, or other signs shall not be put on units; manufacturer's nameplate, stampings and other similar signs are acceptable.                                    |
| NOTES/COMMENTS: |    |                          |  |

**Z. MANUALS**

| YES             | NO | NO & PROVIDE ALTERNATIVE |   |
|-----------------|----|--------------------------|---|
|                 |    |                          | 1. Owners/operator's manual must accompany each unit delivered.   |
|                 |    |                          | 2. All manuals must be furnished prior to payment and delivered to Fleet Management, Equipment Data Coordinator.  |
|                 |    |                          | 3. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of the purchase order total, until all manuals are delivered.   |
|                 |    |                          | 4. NDOT shall be granted access to online engine, chassis, transmission services and parts manuals as available through OEM at no cost to NDOT. Vendor to provide NDOT personal training for online manuals. Vendor to enter VIN numbers into OEM data base:<br><br>Please specify: _____ |
| NOTES/COMMENTS: |    |                          |   |

**AA. SPECIFICATION FORM**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | 1. Successful bidder must complete form for each unit delivered and must accompany each unit when delivered. Forms will be supplied by Department of Transportation to successful bidder after purchase order is awarded. |

|                        |  |  |   |
|------------------------|--|--|---|
|                        |  |  | 2. If vendor does not properly complete form for each unit, a sum of \$250.00 per unit will be deducted from the purchase order amount. |
| <b>NOTES/COMMENTS:</b> |  |  |   |

**BB. INSURANCE**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. The vendor will be required to fully insure all chassis, for all perils, until delivery to and accepted by the Department of Transportation, Fleet Management, 5001 South 14 <sup>th</sup> Street, Lincoln, Nebraska 68512. |
|                        |    |                          | 2. Proof of insurance must be furnished within five days after notification of award to State Purchasing Bureau at address on the invitation to bid.   |
|                        |    |                          | 3. If delivery is earlier than indicated by bidder on invitation to bid, vendor must furnish insurance from actual delivery date to date specified on invitation to bid.   |
|                        |    |                          | 4. The State of Nebraska assumes, ownership at time of actual delivery at 5001 South 14 <sup>th</sup> Street, Lincoln, Nebraska 68512 and acceptance of complete unit.   |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**VII. BODY**

**A. BODIES**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p><b>1.</b> Body shall be Stainless steel Monroe RDS model and meet following specifications.<br/>           a. Stainless steel construction will be 201 or 304</p>   |
|                               |    |                          | <p><b>2.</b> Length of 14 feet required, requires a minimum CA of 133 inches.</p>  |
|                               |    |                          | <p><b>3.</b> Top inside width shall be 87 inches with total outside width being 96 inches</p>  |
|                               |    |                          | <p><b>4.</b> Side height of 50 inches minimum required. May be sloped front to rear to match tailgate height</p>   |
|                               |    |                          | <p><b>5.</b> Tailgate height of 50 inches</p>  |
|                               |    |                          | <p><b>6.</b> Capacity of 10.43 cubic yards</p>   |
|                               |    |                          | <p><b>7.</b> The longsills shall be fabricated from 1/4" stainless steel, 14" deep<br/>           a. Sections of 4" x 5.4# channel are welded every two (2) feet, the length of the spreader at the base of the longsills, where the longsills are then boxed in with 1/4" stainless steel<br/>           b. Then there shall be 3/16" x 3" x 3" structural angle welding every 12" the full length of the conveyor at the top of the longsills.</p> |
|                               |    |                          | <p><b>8.</b> The unit shall have a 1/4" stainless steel replaceable floor with 3/16" removable chain guards.</p>   |
|                               |    |                          | <p><b>9.</b> The sides must be of a radius design for strength and to allow free flow of granular material to the conveyor.</p>  |
|                               |    |                          | <p><b>10.</b> The boxed top rail shall be a minimum of 3/16 inch formed channel.</p>   |
|                               |    |                          | <p><b>11.</b> The front shall be sloped to accommodate a headlift cylinder with partial doghouse and conform with the radius of the body and shall be 100% welded on the inside and outside</p>  |
|                               |    |                          | <p><b>12.</b> Side supports shall be added and shall have 3/16" x 4" 4" tube extending through long members with a 3/16" boxed section welded 100% from top rail of the body to cross tube,<br/>           a. 3/16 inch stainless steel construction</p>   |
|                               |    |                          | <p><b>13.</b> Top rail of RDS body shall be compatible for tarp installation. Top rail may be sloped front to back.</p>  |
|                               |    |                          | <p><b>14.</b> Box shall have the Whelen heated taillight housing part number 11-487697-1ss or equivalent with approval from NDOT Fleet management before bid opening. Alternatives may only be requested during the pre-bid conference and/or during the questions and answers period.<br/><br/>           Please specify: _____</p>   |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**B. ROLL TARP**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | <p>1. The tarp system shall be a Shurco Super Duty Shur-Lok kit or equal, and consist of the following minimum</p> <ul style="list-style-type: none"> <li>a. 22-ounce vinyl coated tarp with tailflap.</li> <li>b. Roll-away ridge pole.</li> <li>c. Stainless steel front endcap.</li> <li>d. Aluminum latch plate.</li> <li>e. One heavy duty rear tarp bow.</li> <li>f. Three easy off offset tarp stops.</li> <li>g. Four crank retainers</li> <li>h. long shur-flex crank arm</li> <li>i. Front end shur-return system.</li> </ul> |
|     |    |                          | <p>2. Installation shall be such that the tarp can be secured for travel in either the open or covered mode.</p>  |

**C. TAILGATE**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p>1. Tailgate shall be compatible for use with roll tarp.</p> <ul style="list-style-type: none"> <li>A. Shall be manufactured from 3/16 inch stainless steel on the bottom and ¼ inch formed channels on the sides.</li> </ul>  |
|                               |    |                          | <p>2. Tailgate shall be double-acting with a squared perimeter, having two horizontal braces of 10 gauge material full width of the tailgate.</p> <ul style="list-style-type: none"> <li>a. Material door shall extend 16 inches into the interior of the body to prevent material from escaping through the partially opened door over the conveyor.</li> <li>b. Opening shall be 21 inches in width by 8-1/2 inches in height.</li> <li>c. Tailgate shall have 1 x 4 inch bar stock tailgate hardware with</li> <li>d. Harden pins.</li> <li>e. Air tailgate latches shall be 1 inch flame cut, with each latch being adjustable with threaded clevis and keeper pins.</li> <li>f. Latch shall be an over center type.</li> <li>g. Solid hook to hold tow plow hoses at lower passage side of tailgate.</li> </ul> |
|                               |    |                          | <p>3. Tailgate to be air operated with in cab switch to control tailgate release.</p>  |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**D. CONVEYOR ASSEMBLY**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p>1. The body conveyor shall be minimum 32 inches in width and shall have 28,000 pound tensile strength per strand pintle chain, with 1-1/2 inch x 1/2" inch bar flights on 4-1/2 inch centers. Pintle chain shall 30.50 center to center on.</p> <p>a. Conveyor to be driven by two high torque/variable speed 6:1 spur gearboxes and two hydraulic motor with ground speed sensor capability. Preferably gearboxes are to be retained by a clevis type torque arm mount.</p> <p>b. There shall be 8 tooth sprockets keyed to the 2 inch drive and idler shafts.</p> |
|                               |    |                          | <p>2. Conveyor drive shaft shall be heavy duty, dust sealed self-aligning four bolt flange bearings.</p>   |
|                               |    |                          | <p>3. There shall be a heavy duty idler assembly that will provide adjustment for proper conveyor chain tension by use of slide rail style adjusters.</p>  |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**E. FRONT CROSS CONVEYOR**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p>1. The unit shall have a front cross conveyor with spinner.</p>   |
|                               |    |                          | <p>2. The conveyor shall be minimum 19 inches wide and shall utilize a two-ply rubber belt</p> <p>a. The belt shall be heavy duty, with top cover measuring 3/16 inch and the bottom ply measuring 1/16 inch. Total thickness being 3/8 inch.</p> <p>b. The belt shall have a working tension of 150 pounds per inch of width.</p> |
|                               |    |                          | <p>3. The conveyor shall be direct driven by a 5 inch roller on one end of conveyor, the main idler roller shall also be a 5 inch diameter.</p> <p>a. There shall also be two 3 inch idler rollers for belt return and four idler 2 bolt flange bearings.</p>  |
|                               |    |                          | <p>4. The conveyor will have five 1-1/4 inch bearing with four bolt flanges and three 1-1/4 inch bearings with cast housings that are adjustable in a rail type frame.</p>   |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**F. SPINNER ASSEMBLY**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | <p>1. The spinner assembly shall be manufactured from 3/16 inch stainless steel and shall have a material deflector shield integral to the body.</p> |

|                        |  |  |  |
|------------------------|--|--|--|
|                        |  |  | 2. The spinner motor shall be high torque/low speed mounted directly to the spinner disc with a cast hub.  |
|                        |  |  | 3. The spinner disc shall be 20 inch in diameter and manufactured of polyurethane with six molded-in fins. |
| <b>NOTES/COMMENTS:</b> |  |  |  |

**G. STATIONARY CAB SHIELD**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | <p>1. Cab shield shall cover rear, one half of cab and be constructed of 201 stainless steel.</p> <ul style="list-style-type: none"> <li>a. Be 6 to 12 inches to top of cab.</li> <li>b. Allow visibility from rear cab window.</li> <li>c. Shall be the same width as widest part of cab above doors.</li> <li>d. Standard (12) inch channel will be used as uprights to top part of cab shield and top cross-member. Twelve (12) inch channel shall be minimum of 19.5 pound per foot. Formed channels may also be used providing they are as strong as or stronger than standard 12 inch channel. Formed channels to be approved by NDOT prior to use and installation.</li> <li>e. Each upright shall be bolted with minimum of five each of 5/8 inch grade 8 bolts to chassis rail. Welding and gusseting of right hand upright to wing sub-frame is acceptable.</li> <li>f. Upright flanges shall face away from center of chassis.</li> <li>g. Uprights shall be further stiffened to rail with 8 inch length of 3/8 inch by 3 inch by 3 inch angle irons placed on top of rans and properly welded to uprights. This angle iron may also act as the bottom support for the hydraulic reservoir. This angle iron shall not be welded to frame rails but must rest squarely on chassis rail.</li> <li>h. All seems to be continuous, skip weld will not be accepted.</li> </ul> |
|     |    |                          | 2. Top cross member shall be adequately welded to uprights and gusseted with two ¼ inch steel plates of 6 inch by 6 inch by about 8-1/2 inch dimensions at rear art of assembly.  |
|     |    |                          | <p>3. Flame cut openings in cab shield shall allow vision thru rear window area.</p> <ul style="list-style-type: none"> <li>a. Shield shall be placed to allow ample visibility from rear window.</li> <li>b. Outer skirts of cab shield shall extend a minimum of six (6) inches below rear cab window.</li> <li>c. A two (2) inch angle iron will be welded to uprights near top of hydraulic reservoir.</li> <li>d. An approximate three (3) inch opening from top of reservoir to angle iron is required to allow hand access.</li> </ul>   |
|     |    |                          | <p>4. Cab shield shall be welded to uprights and top cross member. Cab shield material shall be minimum 10 gauge thickness.</p> <ul style="list-style-type: none"> <li>a. Reinforced and welded to cross member with two 3 inch by 1-3/8 (4. 1) channel Irons, which extend the full length of cab shield and align with eight (8) inch channel uprights.</li> </ul>  |

|                        |  |  |   |
|------------------------|--|--|---|
|                        |  |  | <ul style="list-style-type: none"> <li>b. Adequately gusseted from 3 inch x 4.1 channel iron to eight inch</li> <li>c. Channel iron.</li> <li>d. Welded to 4.1 channel iron with flanges downward</li> <li>e. Meet all OSHA standards.</li> <li>f. Have provisions that do not allow ponding of water. (No Drain Holes).</li> </ul>   |
|                        |  |  | <p>5. Adequately-sized openings with rounded corners will be necessary in eight (8) inch channel uprights for filler tube, temperature/sight gauge and other hydraulic components to be mounted on left side of truck. Openings will be done in a professional manner with straight sides with minimum one-half inch radius corners.</p>  |
|                        |  |  | <p>6. Welding to be continuous on both sides of gussets, channels and cross members.</p>  |
|                        |  |  | <p>7. Three (3) strobe light mounting brackets are required to be installed on each unit. Bracket sample will be provided by NDOT to provide successful bidder with proper bolt pattern for NDOT lighting.</p> <ul style="list-style-type: none"> <li>a. Brackets to be welded to cab shield</li> <li>b. One (1) bracket shall be center mounted on top of cab shield. The other two (2) brackets shall be mounted on top of cab shield, one on each side. Placement of brackets shall be such that auxiliary plow lights will not impair visibility of strobe lights.</li> </ul> |
| <b>NOTES/COMMENTS:</b> |  |  |   |

**H. MUDFLAPS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | <p>1. Mounted behind and in front of tandems as per Nebraska Statues.</p> <ul style="list-style-type: none"> <li>a. Front mud flap bracket can either be truck frame or body mounted. Must provide for anti-sail and not interfere with any of the truck components.</li> <li>b. Rear mud flaps shall be attached to a stationary mount not on body. If attach to body it will be by adequately-sized chain links.</li> </ul> |
|                        |    |                          | <p>2. Dealer nameplate(s) and or other dealer sign(s) on rear mud flaps shall not face to rear of truck.</p>  |
|                        |    |                          | <p>3. Curved fenders for tandem axle chassis required.</p>  |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**I. HOISTS**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | <p>1. Mailhot single, front-mounted, telescoping, inverted, trunnion mounted dual acting power up – power down.</p> |
|     |    |                          | <p>2. Minimum national truck equipment Association class 80 rating.</p>   |

|                        |  |  |  |
|------------------------|--|--|--|
|                        |  |  | 3. Minimum dump angle approximately 45 degrees.  |
|                        |  |  | 4. Hoist should not protrude above front side of box or front bow cap of tarp.<br>a. To be roll tarp compatible. |
| <b>NOTES/COMMENTS:</b> |  |  |  |

**J. HYDRALIC SYSTEM**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. The truck hydraulic pump shall be directly driven via a Spicer Number 1350 driveshaft connected to an OEM supplied PTO drive flange mounted on the engine front crankshaft dampener.  |
|     |    |                          | 2. Driveshaft shall pass under or through the engine radiator; under if possible.  |
|     |    |                          | 3. Drive flange attachment bolts and the hydraulic pump shaft set screw shall be safety wired.   |
|     |    |                          | 4. The driveline grease zerks shall be easily serviced.  |
|     |    |                          | 5. A heavy duty PTO shield is required from pump to front of chassis, which shall be attached to snow plow hitch or be a part thereof.   |
|     |    |                          | 6. The truck hydraulic pump shall be a minimum 8.75 cubic inch (145cc) variable displacement load-sense designed for continuous operation; the pump shall be a Parker P2145 or equivalent.<br><br>Please specify: _____<br><br>a. The hydraulic pump be capable of producing a normal 60 GPM flow at 1800 engine RPM with minimum 3000 PSI operation pressure. |
|     |    |                          | 7. Hydraulic system pressure will be set to operate a 2500 PSI.<br>a. Hydraulic system must be capable of operating chassis spreader and trailer spreader simultaneously.  |
|     |    |                          | 8. Hydraulic pump outlet port shall have an electronically operated valve to be operated by low hydraulic oil sensor. Valve will close when hydraulic oil is low.  |
|     |    |                          | 9. ½ inch hydraulic hoses from hydraulic stack valve to the front of the snow plow hitch for raise-lower and plow angle functions.   |
|     |    |                          | 10. Hoses to be rigidly mounted with ISO 16028 flat face interchange couplings. Couplers (one male and one female) placed so as not to interfere with plow hitch or plow function.   |
|     |    |                          | 11. Couplers or equivalent: Faster FFH0812NPT/Faster FFH0812NPTM (FPO Premier) Parker FEM-501-BFP-ZP/Parker FEM-502-8FP-ZJ (XTR) Stucchi Part#231718B/2317189 (Z Plated). Couplers to meet ISO 9227 standards to a minimum of 400 hours salt spray test.   |
|     |    |                          | 12. Hoses with one of the above listed couplers (one male and one female) shall be installed to Plow cylinder.   |

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|  |  |  | <p><b>13.</b> Plow up-down couplers to be mounted on plow hitch on passenger's side of truck. Plow angle couplers to be mounted on plow hitch on driver's side of truck.</p>  |
|  |  |  | <p><b>14.</b> Plow angle circuit will have pressure relief valve. To be mounted inside frame rail near hitch.</p>   |
|  |  |  | <p><b>15.</b> Only steel wire braided hoses are acceptable.</p>   |
|  |  |  | <p><b>16.</b> Hydraulic oil to be multi-purpose, all season type.</p> <p>Please specify: _____</p>  |
|  |  |  | <p><b>17.</b> The hydraulic control valve(s) to be a stack valve type load independent proportional valve which is closed center, load sensing and pressure compensated to control three (3) functions simultaneously. A valve assembly utilizing a modular manifold with individual valve sections would also be acceptable. The control center console shall be floor mounted.</p>  |
|  |  |  | <p><b>18.</b> The valve is to be controlled by electrical proportional actuation.</p>   |
|  |  |  | <p><b>19.</b> Each valve section shall be equipped with adjustable trim control, flow control, spool stroke limiters or other means to control oil flow for each function independently.</p> <p>a. Valve section spool to have maximum 20cc leakage rate.</p>   |
|  |  |  | <p><b>20.</b> Valve is to be arranged as follows:</p> <p>a. Closed center inlet with relief.</p> <p>b. Hoist= 4 way, 26 gpm, 500 psi down port relief.</p> <p>c. Plow lift= 4 way, 10 gpm.</p> <p>d. Plow angle= 4 way, 10 gpm.</p> <p>e. Wing toe - 4 way, 10 gpm, 500 psi down port relief (if required).</p> <p>f. Wing heel= 4 way, 10 gpm, 500 psi down port relief, 2000 psi up</p> <p>g. Port relief (if required).</p> <p>h. Auger - 4 way, 17 gpm motor spool or cartridge valve.</p> <p>i. Spinner= 3 way, 10 gpm motor spool or cartridge valve.</p> <p>j. Prewet = 3 way, 6 gpm motor spool or cartridge valve.</p> <p>k. Anti-ice= 3 way, 16 gpm motor spool or cartridge valve.</p> <p>l. Endcover.</p> |
|  |  |  | <p><b>21.</b> Hydraulic control valve to be mounted behind cab in a weatherproof enclosure with hydraulic oil tank. Location and hose routine to be reviewed during pilot inspection.</p>   |
|  |  |  | <p><b>22.</b> The Control center shall be floor mount type with integral arm rest for controlling all hydraulics functions, spreader control functions and auxiliary lighting and warning indicators.</p>   |
|  |  |  | <p><b>23.</b> A drawing of proposed design should be submitted with invitation to bid.</p>  |
|  |  |  | <p><b>24.</b> Control of hydraulic functions with single joystick is to be located in the armrest. The armrest must be adjustable.</p>  |
|  |  |  | <p><b>25.</b> Joystick operations described as follows.</p> <p>a. Shall operate proportionally and shall have the ability to run three functions simultaneously.</p> <p>b. Hoist function-with operator activated safety lock.</p> <p>c. Plow lift-forward/backward axis,</p> <p>d. Plow angle-left/right axis.</p>   |

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|  |  |  | <ul style="list-style-type: none"> <li>e. Wing function- dual axis with operator activate safety lock.</li> <li>f. Wing lift=forward/backward axis,</li> <li>g. wing heel=left/right axis,</li> <li>h. Benching wing rear slide forward/backward axis.</li> </ul>  |
|  |  |  | <p><b>26.</b> Spreader control shall be a Certified Power brand, Freedom XDS, Force America brand, SSC-6100 or Cirrus brand, SpreadSmart RX Touch. All spreader controls must meet all other specifications.</p> <p>Indicate spreader control: _____</p>   |
|  |  |  | <p><b>27.</b> It shall be capable of controlling the application rates of granular, with pre-wetting agents, and/or anti-icing agents simultaneously or independently, regardless of vehicle speed.</p>  |
|  |  |  | <p><b>28.</b> Hydraulic system must be capable of operating chassis spreader and trailer spreader simultaneously with working either truck blade raise or tow plow blade raise</p>   |
|  |  |  | <p><b>29.</b> Control must be GPS compatible. The spreader controller shall provide a standard output of real-time streaming data including but not limited to: Ground speed, surface and air temperature, material selected, material application rate, lane(s) material being applied to and pre-wet rate.</p> <ul style="list-style-type: none"> <li>a. The output shall be in standard format such as ASCII through a standard 9 pin, USB or other connector that meet NDOT approval.</li> <li>b. The data shall be formatted so that 3rd party devices can read informational data in real time. All hardware, software and information necessary for 3rd party device to read the data output shall be provided on all units at no additional charge to NDOT.</li> </ul>   |
|  |  |  | <p><b>30.</b> It must be possible to reprogram the controller by upgrading the software.</p>   |
|  |  |  | <p><b>31.</b> The control shall be installed onto the control console. Mounted onto the dash or other pre-approved area. Installation shall position the control so it is easy for the operator to see and reach.</p>  |
|  |  |  | <p><b>32.</b> Anti-ice feature shall include a 3-lane selective lane switch box mounted in, under or near the console or through the soft keys of controller. Box shall have four (4) switches, the first to allow selection of either anti-ice or granular system, the remaining three (3) shall be lane selections switches: Left, center and right.</p> <ul style="list-style-type: none"> <li>a. Anti-ice system shall adjust pump output to maintain selected rate as lanes are activated or deactivated.</li> <li>b. Anti-ice system to close valves to prevent gravitational flow of liquid when truck is stopped or 'pass' button is pushed.</li> <li>c. Anti-ice system to provide an audio alarm for insufficient application of liquid. Display shall show actual rate being applied.</li> <li>d. An electronic display capable of being reset to indicate gallons remaining in tank or gallons used since rest. Gallon usage reading should be stand-alone function but may also be attained from resettable daily storm total.</li> </ul> |
|  |  |  | <p><b>33.</b> Control shall allow up to a minimum of ten different preprogrammed application rates plus a manual override feature, it shall be capable of four granular products and tow liquid products. A blast feature shall be incorporated.</p>   |

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|  |  |  | Controller blast button shall immediately cause full hydraulic flow to the auger section, causing maximum spreader material output The blast system shall be equipped with a timer. Blast feature shall also work with Anti-Ice function.  |
|  |  |  | <b>34.</b> Controller shall default to 'pass or stand by' upon startup of truck even If console master switch is 'on'. This will eliminate material being spread when truck starts to move in year or is started in shop bay.  |
|  |  |  | <b>35.</b> A data lock key shall be part of the controller to prevent data or programs from being changed or deleted without key access. Password program also acceptable.   |
|  |  |  | <b>36.</b> A key shall be provided for each controller.  |
|  |  |  | <b>37.</b> Granular rates may be selectively displayed in pounds-per-lane-mile or kilograms-per-kilometer. Liquid pre-wet rates may be selectively displayed in gallons-per-ton or liters-per-metric ton   |
|  |  |  | <b>38.</b> Controller shall have a non-volatile memory to store all program and data when it is disconnected from a power source.  |
|  |  |  | <b>39.</b> A LCD color display, minimum of five (5) inches diagonal shall provide the operator with instant access to. <ul style="list-style-type: none"> <li>a. Total distance.</li> <li>b. Total granular applied.</li> <li>c. Total liquid applied</li> <li>d. Vehicle speed.</li> <li>e. Distance traveled.</li> <li>f. Low oil indicator.</li> <li>g. Body up indicator.</li> </ul>   |
|  |  |  | <b>40.</b> All spreader control harnessing shall meet ISO IP68 and NEMA 6 standards. The connectors should be die cast E-coated, and be designed to have NO corrosion after 500 hours in a 35C salt spray. Each should have three sealing points (1) the lock ring itself, (2) a raised portion of the molded plastic around each pin, and (3) a Viton O-ring that seals the whole connector. Wiring to be equivalent to Daniel Woodhead, Brad Harrison electrical connector and wiring. |
|  |  |  | <b>41.</b> Switch panel to be Wired-Rite System Inc., Touchguard or Force America brands. Switches will have built-in bus bar connecting, silk screen backlit function indicators and magnetic automatic reset internal circuit breakers. Wiring shall include adequate slack to allow entire panel to be easily removed for service or replacement.<br><br>Please specify: _____  |
|  |  |  | <b>42.</b> Main 12 volt battery feed into truck cab control box shall be protected by a BO amp manual resetting waterproof circuit breaker (Wired Rite DB-SOR or equivalent) installed on the truck cab fire wall or within battery cover enclosure.   |
|  |  |  | <b>43.</b> The power feed line to the 80 amp breaker shall be a minimum of 4-aauae fine strand copper.   |
|  |  |  | <b>44.</b> The positive/negative wires into the cab from the breaker and truck frame ground shall be 4-gauge.  |
|  |  |  | <b>45.</b> Switch circuits will be either a battery or ignition type. Battery circuits shall be always hot. Ignition circuits will receive power through a Bosch model 0332002150 75 amp relay when the ignition switch is in both the accessory or run positions.   |

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|  |  |  | <p><b>46.</b> The switches and lames shall be labeled and function as follows:</p> <ul style="list-style-type: none"> <li>a. Plow/Truck Lights, (if OEM chassis supplied this is to be changed to an auxiliary switch SPST off/on) Battery-DPDT. 2 position. ON/ON.</li> <li>b. Cab/Hood Plow Lights Battery DPDT, 2 position ONION.</li> <li>c. Auxiliary Switch ignition SPST. ON/OFF.</li> <li>d. Amber Strobe Light Battery SPST, ON/OFF.</li> <li>e. Blue Strobe Light Battery SPST, ON/OFF.</li> <li>f. White Strobe Light Battery SPST, ON/OFF.</li> <li>g. Spreader Light ignition SPST. ON/OFF.</li> <li>h. Auxiliary Switch ignition SPSTON/OFF.</li> <li>i. Winter/Summer DPDT. 2 position, ON/ON.</li> </ul> |
|  |  |  | <p><b>47.</b> The Winter/Summer switch shall control power to the dump body height warning circuit. In the winter mode it will power the height warning feature of the dump body up lamp circuit causing it to function as designed. In the summer mode, it will not allow power to the dump height warning circuit</p> <ul style="list-style-type: none"> <li>a. Switch panel to be located on the armrest portion of the control console and not interfere with the operation of the joystick.</li> </ul>  |
|  |  |  | <p><b>48.</b> A guarded/protected switch is also required to allow temporary override of low hydraulic oil shut down solenoid. This will allow operator to possibly operate any function to allow unit to be moved off roadway.</p>  |
|  |  |  | <p><b>49.</b> The body up indicator lamp shall function as a dump body height warning system. In both the winter and summer mode, it shall illuminate whenever the body is raised.</p> <ul style="list-style-type: none"> <li>a. In addition, in the winter mode, working through an adjustable angle mercury switch, this system shall also include a flasher and audible alarm that will engage adjustment of the mercury switch.</li> <li>b. Alarm must be loud enough to be heard over any truck noise.</li> </ul>   |
|  |  |  | <p><b>50.</b> The Winter/Summer switch shall control power to the dump body height warning circuit. In the winter mode it will power the height warning feature of the dump body up lamp circuit causing it to function as designed. In the summer mode, it will not allow power to the dump height warning circuit.</p>   |
|  |  |  | <p><b>51.</b> Switch panel to be located on the armrest portion of the control console and not interfere with the operation of the joystick.</p>   |
|  |  |  | <p><b>52.</b> 13 Hydraulic reservoir to be minimum fifty (50) gallon oil capacity with five (5) gallon expansion space for total 55 gallon.</p>  |
|  |  |  | <p><b>53.</b> Reservoir to be sturdily mounted, and complete with suction strainer return filter and adequate shut-off valves for servicing.</p>   |
|  |  |  | <p><b>54.</b> Return filter shall have a 10 micron rating. Filter shall be interchangeable with such filters as Donaldson P550388, Wix 1759, or Baldwin TB287-10.</p> <p>Please specify: _____</p>   |
|  |  |  | <p><b>55.</b> Suction strainer shall be 100 mesh with 5 PSI relief valve.</p>  |
|  |  |  | <p><b>56.</b> A gate-type or ball valve shut-off valve, of at least the size of the suction line, is required between the reservoir and the suction line itself.</p>   |

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|  |  |  | <p><b>57.</b> 14 Reservoir tank shall be mounted between the cab and the body within the confines of twelve (12) inch channel upright for cab shield.</p>  |
|  |  |  | <p><b>58.</b> The 7 gauge steel reservoir will be twelve inches wide.</p>  |
|  |  |  | <p><b>59.</b> The approximate height will be 32 Inches and approximate width of 33.5 inches.</p> <p>a. The reservoir must be of such height to allow visibility through rear cab window and to accommodate other chassis/body requirements.</p>  |
|  |  |  | <p><b>60.</b> Reservoir will have a 45 to 70 degree filler pipe. Filler pipe will extend a minimum of three (13) inches through upright.</p> <p>a. Filler neck shall be removable from top of tank.</p>  |
|  |  |  | <p><b>61.</b> A sight gauge with Fahrenheit temperature scale for checking proper oil level shall be furnished.</p> <p>a. Sight gauge location shall be on same side of reservoir as filler tube.</p>  |
|  |  |  | <p><b>62.</b> A hydraulic oil low level alarm or indicator light is required.</p> <p>a. Alarm or light to be mounted in the cab.</p>   |
|  |  |  | <p><b>63.</b> Bottom rear of tank on each side will have flat steel plates welded to back of tank with holes for bolting to upright flange.</p> <p>a. Upper part of tank will have ¼ -inch x 6-inch flat plate welded to center of tank with holes for bolting to angle iron cross member between uprights. Bolts to be Grade 8.</p> <p>b. Tank shall be mounted so as to have adequate clearance from chassis components and so that it can be conveniently removed without moving the twelve inch uprights that secure the tank.</p> |
|  |  |  | <p><b>64.</b> The filter will be mounted on the same side of tank as filler tube.</p> <p>a. Reservoir will have a 1-inch magnetic drain plug and baffle(s) as needed.</p> <p>b. All components of hydraulic system shall be of size that will not restrict flow and withstand a minimum working pressure of 2,500 PSI.</p>   |
|  |  |  | <p><b>65.</b> Vendor will minimize the number of critical rub points for hydraulic hoses, where critical rub points exist; they shall be wrapped with spiral metal or adequate rubber wrap.</p>  |
|  |  |  | <p><b>66.</b> System shall permit the dump body to be raised or lowered while vehicle is traveling at highway speeds up to 35 MPH as well as when vehicle is not moving.</p> <p>a. Partially or fully raised box shall not creep up or down when vehicle is not moving or when hydraulic valve has been returned to neutral position and vehicle is traveling at 35 MPH or less.</p>   |
|  |  |  | <p><b>67.</b> Hydraulic hookup for TowPlow.</p> <p>a. Coupler stack to be located rear passage side of RDS body.</p> <p>i. Couplers to be ISO interchange.</p> <p>ii. Faster 3P508G-4-12G-MC/Faster 2P508G-4-12G-FC</p> <p>b. Hydraulic circuit for steering and moldboard lift shall have pressure relief valve also mounted at rear passage side of RDS body.</p>  |

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|  |  |  | <p><b>68.</b> Detailed literature and manufacturer's specification and data sheets on PTO, Joystick Control, Spreader control crankshaft drive, hydraulic pump, valves, filters and flexible cable control system will be provided with bid. BIDS MAY NOT BE CONSIDERED WITHOUT THE INCLUSION OF THIS INFORMATION NECESSARY TO EVALUATE THE BID.</p>   |
|  |  |  | <p><b>69.</b> Hydraulic/spreader system training and support shall be provided by company representative.</p> <ul style="list-style-type: none"> <li>a. Training for operators and mechanics shall be provided by spreader control/hydraulic system representative. <ul style="list-style-type: none"> <li><b>i.</b> Training shall be done at any of the units, assigned locations and/or district within the State of Nebraska.</li> <li><b>ii.</b> Training session shall be a minimum of four (4) hours for operators. An additional four (4) hours of training shall be provided to mechanics for diagnostic procedures and repair of controller system.</li> <li><b>iii.</b> Training shall include basic operation, calibration procedures, and basic trouble shooting. Training to be required and provided annually for each NOOT District.</li> </ul> </li> <li>b. Technical support shall be provided for systems. <ul style="list-style-type: none"> <li><b>i.</b> Vendor shall make a representative available to travel within the State of Nebraska and assist mechanic with system failures.</li> <li><b>ii.</b> Vendor representative shall travel to any of the unit's assigned location to make repairs during warranty.</li> </ul> </li> </ul> |
|  |  |  | <p><b>70.</b> The Hydraulic/Spreader control system shall be free of RFI Emissions.</p>  |
|  |  |  | <p><b>71.</b> The hydraulic/spreader control system and/or installed components and equipment shall be compatible with use of NOOR mobile and/or two-way communication devices. Main communication radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply including low band, high band, UHF and VHF.</p>   |
|  |  |  | <p><b>72.</b> The hydraulic/spreader control system and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standard applicable and/or relevant to Electromagnetic Compatibility.</p>   |
|  |  |  | <p><b>73.</b> 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 control system and/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 operation parameters. Vendor shall have 30 days to resolve RFI issue.</p>   |
|  |  |  | <p><b>74.</b> 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 NOOT and vendor cannot resolve source of RFI, the unit will 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 Standard which were current at time of bid. Should the unit fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.</p>   |
|  |  |  | <p><b>75.</b> If after testing by NDOT and/or accredited lab, the vendor is unable or unwilling to incur cost and correct the RFI issue to the satisfaction</p>  |

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|                        |  |  | of NDOT, ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELED. |
| <b>NOTES/COMMENTS:</b> |  |  |  |

**K. SNOW PLOW HITCH**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
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|     |    |                          | <p>1. Shall be heavy duty, universal quick hitch Monroe, Viking, Henke, Henderson or other equivalent approved in writing by Fleet Management prior to bid opening. Alternatives may only be requested during the pre-bid conference and/or the question and answer period. A minimum of four inch double acting hydraulic cylinder. Hitch may be powder coat finish or primer and paint finish. Paint will be base coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.</p> <ul style="list-style-type: none"> <li>a. Center line hitch mounting is to be 30.5"</li> <li>b. Lower plow mount pin approximately 14 inches from grade.</li> <li>c. Height of hitch mast shall be 40-44 inches from plow attachment pin to pivot of lift arm.</li> <li>d. Plow lift shall be adjustable to length.</li> <li>e. Hitch shall be tilt design, Manual or hydraulic.</li> </ul> |
|     |    |                          | <p>2. Hitch will include attaching pins and A-frame lift arm with lifting lug or clevis.</p>  |
|     |    |                          | <p>3. All thrust loads must be transferred to chassis frame and not to chassis axle or spring assemblies.</p>   |
|     |    |                          | <p>4. The crankshaft drive~ pump must be supported and protected by this hitch assembly.</p>  |
|     |    |                          | <p>5. Hitch to be made so that filling hood/fenders will tilt fully forward with mast in tilted position. Mast shall be tilting design by either manual or hydraulic function.</p>  |
|     |    |                          | <p>6. Hitch will be installed with Grade 8 bolts to chassis and as per hitch manufacturer's recommendations.</p>  |
|     |    |                          | <p>7. A drawing of hitch to include material specifications of materials used shall be provided prior to bid award.</p> <ul style="list-style-type: none"> <li>a. Pump shall be located as reasonably close as possible to chassis components after bumper removal.</li> <li>b. Bumper to be put in dump body when delivered. All mounting brackets and hardware shall be left intact with bumper and shall be delivered with the same truck as which was removed from.</li> </ul>  |

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| <b>NOTES/COMMENTS:</b> |  |  |  |
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**L. INSTALLATION**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
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|     |    |                          | <p><b>1.</b> All installations shall be made so that no body member will touch or interfere with proper alignment of the body hinge assembly, truck suspension or other components.</p>   |
|     |    |                          | <p><b>2.</b> The longitudinal truck frame members are to be cut off and properly ground at the rear of the truck chassis.</p>   |
|     |    |                          | <p><b>3.</b> A minimum 3/4-inch steel pintle plate shall be continuously welded across the width of the body's rear hinge and to the truck's frame. Minimum 3/8, inch steel plate gussets shall be continuously welded to the hitch plate at an angle toward the bottom of the hitch and to the truck's frame forwardly as far as practical or a minimum of 12 inches.</p>  |
|     |    |                          | <p><b>4.</b> The pintle plate shall be recessed approximately 3/8 inch into frame rails to allow double welding of entire plate on both sides. The pintle plate shall be frame width at pintle eye height.</p>  |
|     |    |                          | <p><b>5.</b> Double welds shall be thick, heavy duty type or additional welds will be required.</p>   |
|     |    |                          | <p><b>6.</b> Pintle plate shall not extend lower than 3 inches below lower mounting bolt of pintle hook.</p>  |
|     |    |                          | <p><b>7.</b> A pintle hitch, Holland PH-310 rated at 50 tons, shall be centrally attached with Grade 8 bolts to the pintle plate. Proper adjustment of the hitch's air cushion plunger shall be done using Holland's adjustment gauge (part number T0-03147). All installation and adjustments shall follow manufacturer's guidelines where otherwise not noted. Eye height to be approximately 28 inches from grade with air suspension at operating height.</p>   |
|     |    |                          | <p><b>8.</b> Two safety chain brackets with load capacity of 30,000 pounds each. Premier Number 9 or equivalent of use as attachment of trailer safety.</p> <ul style="list-style-type: none"> <li>a. These are to be closely attached to frame rails welded to the right and left of pintle hitch.</li> <li>b. Reference drawing and/or pictures will be provided to vendor after award to show NDOT preferred placement of chain hook, trailer airline/gladhands and trailer electrical plug.</li> </ul>                |
|     |    |                          | <p><b>9.</b> The frame cut-off must also be made so as to position the face of the channel cross member or angle iron 9 inches, plus or minus 1/2 inch forward of the rear edge of the dump box floor</p>   |
|     |    |                          | <p><b>10.</b> Dump box, electric adjustable, lift limit, weatherproof valve control must be provided. To stop oil flow to dump box cylinder.</p> <ul style="list-style-type: none"> <li>a. It shall be capable of limiting overall box height from 12 feet above ground level up to maximum possible dump angle.</li> </ul>   |
|     |    |                          | <p><b>11.</b> All bare wire to bare wire electrical connections shall be properly soldered and weather sealed with heat shrink tubing.</p> <ul style="list-style-type: none"> <li>a. Wires from chassis to body lights shall be in flexible conduit or loom.</li> </ul>   |
|     |    |                          | <p><b>12.</b> Professional techniques and workmanship are required.</p> <ul style="list-style-type: none"> <li>a. No welding or cutting of chassis rails except as stated elsewhere in the specifications.</li> <li>b. Welds must be chipped free of slag and thoroughly protected with yellow or black enamel as appropriate.</li> <li>c. Improper mounting, poor welding practices, the presence of slag, hydraulic oil leaks or inadequate paint coverage will be cause for rejection of any unit. In which</li> </ul> |

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|                        |  |  | case, the vendor will be notified to call for the vehicle and remove it from State property for remedy of defects. |
| <b>NOTES/COMMENTS:</b> |  |  |  |

**M. FOLDING LADDER**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
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|                        |    |                          | 1. Shall be fabricated of standard, one inch square, tubular stainless steel stock.                                   |
|                        |    |                          | 2. Rungs of stainless steel with 1-1/16 inch width and be put on right front side of body ahead of front tandem tire. |
|                        |    |                          | 3. Shall be made so access is from about two feet from grade with approximately four rungs.                           |
|                        |    |                          | 4. Space must be provided behind all rungs to allow for adequate toe room.  |
|                        |    |                          | 5. When ladder is folded in upright position, it shall not extend out beyond edge of main body.                       |
|                        |    |                          | 6. Adequate latch to keep foldable portion of ladder in upright position when traveling is required.                  |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**N. AUXILIARY HEADLAMP/TURN SIGNALS**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
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|     |    |                          | 1. Two sets are required.   |
|     |    |                          | 2. One set shall be mounted on cab shield near front corners of cab with a heavy bracket positioning the light so that the top of light will be about same height as top of cab shield. Plow light mounting not to interfere with strobe light mounting position.   |
|     |    |                          | 3. One set referred to as hood lights, will be attached with a sturdy bracket preferably using existing chassis bolts to alleviate fiberglass cracking.   |
|     |    |                          | 4. Height of centerline of hood lights will be slightly above the top of hood.  |
|     |    |                          | 5. Light sets shall consist of ABL LED Snow Plow Light with heated lens. ABL number is #3800 or approved equivalent. Lights other than those above must be approved by NDOT Fleet Management prior to bid opening. Alternatives may only be requested during the pre-bid conference and/or during the question and answer period. |
|     |    |                          | 6. Two toggle switches are required to switch between chassis headlights. Cab lights or hood lights.  |
|     |    |                          | 7. Use of dimmer switch in all modes required.  |

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|                        |  |  | <b>8.</b> A permanent-type decal or sign shall be installed by switches indicating "chassis headlights" or "hood lights"   |
|                        |  |  | <b>9.</b> Wires from lights to entrance of cab shall be in flexible conduit or loom, adequately attached and with the proper grommets.   |
|                        |  |  | <b>10.</b> Additional holes are not permitted in cab for light wire entrance, unless existing manufacturer's holes in firewall or elsewhere do not allow wire entrance; FLEET MANAGEMENT must then be contacted for acceptable access.   |
|                        |  |  | <b>11.</b> Wire entrance must be properly grommet or otherwise silicone sealed so as not to permit moisture entrance.  |
|                        |  |  | <b>12.</b> Turn lights will be wired so they function when factory installed turn signals.   |
|                        |  |  | <b>13.</b> Heavy duty flasher is required, unless original chassis flasher is recommended for the additional lights.<br>a. Is original chassis flasher recommended for additional lights? _____  |
|                        |  |  | <b>14.</b> A halogen spotlight or LED is acceptable that is fixed for wing operation is required. Unit will be a six inch diameter, round or rectangular shaped light mounted on cab shield, Mounting of light will allow light beam to be direct to heel of wing moldboard in operating position. |
| <b>NOTES/COMMENTS:</b> |  |  |  |

**O. CLEARANCE REFLECTORS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | <b>1.</b> All reflectors used in lieu of lights shall be placed front, sides and rear as required by State and Federal laws. |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**P. CONVEX MIRRORS**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | <b>1.</b> Required for each front fender of Phillip Fender Guides or Velvac 8 inch round convex mirrors. An equivalent could be acceptable but must be approved in writing by Fleet Management prior to bid opening, Alternatives may only be requested during the pre-bid conference and/or during the question and answer period.<br><br>Please specify: _____ |
|     |    |                          | <b>2.</b> Mirrors proposed must be recommended by mirror manufacturer for install on front fenders of dump truck.  |
|     |    |                          | <b>3.</b> Mirrors shall be mounted so they do not interfere with auxiliary headlamps.  |

|                               |  |  |  |
|-------------------------------|--|--|--|
|                               |  |  | <p>4. Mirrors to be heated type if available.</p> <p>Please specify: _____</p> |
| <p><b>NOTES/COMMENTS:</b></p> |  |  |  |

**Q. TOOL BOX**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |   |
|-------------------------------|----|--------------------------|---|
|                               |    |                          | <p>1. An approximate 24 inch long by 12 inch by 14 inch waterproof unit of Knaack Weatherguard brand Model WG 525-5-01, Knapheide TBU2414A or Omaha Brand 824-B is required.</p> <p>Please specify: _____</p> |
|                               |    |                          | <p>2. Box must be sturdily mounted on chassis frame.</p>  |
|                               |    |                          | <p>3. Bidder shall note that air dryer, air tank or battery box may need to be relocated to accommodate the box.</p>  |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |   |

**R. SAFETY EQUIPMENT**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p>1. Electronic type back-up alarm that meets OSHA standards.</p>     |
|                               |    |                          | <p>2. Rear view camera system required as per Section Chassis S-6.</p> |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**S. ROADWATCH SENSOR**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p>1. Roadwatch Sensor Head and Roadwatch display or its equivalent from Force America or Certified Controls will be furnished and mounted on truck.</p> <p>a. Hard wired no wireless.</p> |
|                               |    |                          | <p>2. Unit is to be wired into control panel.</p>  |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**T. WARRANTY**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. One year on parts and labor beginning after field assignment<br>a. As each unit is assigned for service the Department of Transportation will maintain a record of assignment date.  |
|                        |    |                          | 2. Prior to awarding of, or entering into any agreement or contract, it shall be the responsibility of the Manufacturer and or the successful bidder to warrant to the State of Nebraska, in writing that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay. |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**U. GENERAL**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | 1. Rolled edges or protective curved strips shall be attached to brackets and mountings of Installed switches and similar devices in cab that have exposed sharp edges.   |
|     |    |                          | 2. Stickers, decals and similar signs shall not be affixed in cab where sun reflects from them in driver's or passenger's eyes.   |
|     |    |                          | 3. Dealer's decals, stickers, or other signs shall not be put on units; manufacturer's nameplates, stampings and other similar signs are acceptable.  |
|     |    |                          | 4. The first truck and body Installation ready for delivery for each year of orders must be made available for inspection by Nebraska Department of Transportation (NDOT) personal.   |
|     |    |                          | 5. Vendor representative shall accompany Nebraska Department of Transportation (NDOT) personnel during inspection.  |
|     |    |                          | 6. Components and parts that require vendor cutting, welding, grinding and similar operations shall not be painted prior to inspection. A light coating of primer is acceptable.  |
|     |    |                          | 7. Approval of the body, ladder, toolbox, lights, snow plow hitch and hydraulic mount must be obtained before additional units are assembled.   |
|     |    |                          | 8. The chassis, body, snow plow hitch, sander and hydraulics shall be delivered as a complete unit and ready for satisfactory operation.  |
|     |    |                          | 9. After the pilot inspection no changes to the chassis, dump body, body mountings, hydraulic system or any other components shall be made without documented permission from NOOT fleet management.  |
|     |    |                          | 10. Transportation, meals, and lodging cost for Nebraska Department of Transportation (NOOT) representatives to perform required inspection(s) shall be at the vendor's expense. Vendor/manufacturer must provide space in building to do inspection. |

**NOTES/COMMENTS:**

**V. MANUALS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Following will be furnished with each unit delivered.   |
|                        |    |                          | 2. One dump body manual and parts listing<br>a. One hydraulic system manual including information on schematic of system tank, pump, valves, driveline, cables, levers and other relevant items to include operation calibration and trouble shooting. |
|                        |    |                          | 3. May be a print format, CD-ROM, flash drive or online.   |
|                        |    |                          | 4. All manuals must be furnished prior to payment and delivered to Fleet Management personal.  |
|                        |    |                          | 5. Failure to deliver all manuals that are ordered may result in non-payment of ten percent (10%) of purchase order total until all manuals are delivered.   |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**W. SPECIFICATION FORM**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Successful bidder must complete form to the fullest extent possible for each unit delivered and must accompany each unit when delivered. Forms will be supplied by Nebraska Department of Transportation (NDOT) to successful bidder after purchase order is awarded. |
|                        |    |                          | 2. If vendor does not properly complete form for each unit. A sum of \$250.00 per unit will be deducted from purchase order amount.  |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**X. DELIVERY**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. After vendor completes pre-delivery service, vendor shall deliver the unit to NDOT, 5001 South 14th St. Lincoln NE 68512, between 9:00am and 3:00pm, except on Saturdays, Sundays and State Holidays. |
|     |    |                          | 2. Each unit shall be delivered with a minimum of 20 gallons of fuel in tank.  |

|  |  |  |  |
|--|--|--|--|
|  |  |  | 3. Vendor must notify NDOT Fleet Management a minimum of 24 hours prior to delivery of units. Contact number for NDOT Fleet Management are 402479-4319 or 402-479-4323.  |
|  |  |  | 4. Manufacturer's Statement of Origin and other pertinent purchasing documents must accompany invoice at time of delivery.   |
|  |  |  | 5. All deliveries and pricing are to be F.O.B. 5001 S 14th Street, Lincoln, Nebraska 68512.  |
|  |  |  | 6. Delivery of completed chassis with dump body is desired within 200 days of receipt of order by vendor. Delivery time beyond 200 days may result in bid not being considered.<br><br>Indicate delivery days ARO: _____ |

**NOTES/COMMENTS:**

**Y. WARRANTY**

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

**NOTES/COMMENTS:**

**VIII. Attachment-RDS Pre wet System-240 gallon Dual 120 gallon tanks**

**A. GENERAL**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. Pre-wetter will be used to apply liquid ice control material onto granular material at the spreader spinner.   |
|                        |    |                          | 2. Pump system shall have a design rating of 4 GPM @ 70 PSI with input of 3 GPM hydraulic flow.   |
|                        |    |                          | 3. Tanks shall have 120 US gallons capacity. (Dual)   |
|                        |    |                          | 4. System must be fully tested and calibrated to 10 gallons per ton rate upon delivery to the Department of Transportation. System shall be flushed and winterized with suitable antifreeze solution to prevent damage. |
|                        |    |                          | 5. All components, parts, pieces, fasteners, etc. shall be manufactured for nonferrous/non-rusting materials.   |
|                        |    |                          | 6. Liquid ice control material hoses be ½ polyester braid reinforced clear PVC or hose pressure and chemical rated for deicing liquid and suitable for cold weather use.  |
|                        |    |                          | 7. All hoses shall be long enough to allow the dump body tailgate to open for dumping over the spreader.  |
|                        |    |                          | 8. Tanks must mount on top of the fenders and fit in the area along the sides of the body.  |
|                        |    |                          | 9. Cables to be ISO IP68 NEMA 6 rating  |
| <b>NOTES/COMMENTS:</b> |    |                          |   |
|                        |    |                          |   |

**B. TANKS**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | 1. Tanks shall be specifically designed to fit Department of Transportation's snow removal truck RDS body. When installed they shall not extend beyond the side of the fender.                                    |
|     |    |                          | 2. Wedge style tanks shall be approximately 5.5 inches wide at the top and 19.5 inches at the bottom. Height shall be 22 inches, overall length shall be 100 inches.  |
|     |    |                          | 3. Tank shall be constructed from rotationally molded UV stabilized polyethylene. Design liquid rating shall be a minimum of 14.5 lbs. per gallon.  |
|     |    |                          | 4. There shall be three molded-in stiffeners, each approximately 4 inches wide, evenly spaced in the tank length.   |
|     |    |                          | 5. Tanks shall include a 1 inch baffle vent installed at the top.   |
|     |    |                          | 6. Tanks shall have a two top mounted 3 inch NPT fill lids. Lids shall be tethered  |
|     |    |                          | 7. Tanks to include two 1-11/4 inch NPT molded in ports on each end. Ports to be located as close to the bottom of the tank as possible (spin weld and/or bulkhead fittings are not acceptable at this location). |

|                        |  |  |   |
|------------------------|--|--|---|
|                        |  |  | 8. A 1-1/4 inch ID cross over hose with fittings is required. |
| <b>NOTES/COMMENTS:</b> |  |  |   |

**C. FITTINGS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. All anti-icing liquid fittings are to be made of glass reinforced polypropylene for strength.  |
|                        |    |                          | 2. A 3/4 -inch Y-type strainer with a stainless 20 mesh screen must be installed between the tanks and pump.  |
|                        |    |                          | 3. A 1-1/2 inch male cam lock connector shall be installed to allow bulk filling. A matching cam lock cover cap shall be provided. Bulk fill fitting must be accessible from the ground.  |
|                        |    |                          | 4. The right rear facing port shall have a 1-114 NPT plug screwed into it.  |
|                        |    |                          | 5. A 3/4 inch 3-way valve shall be installed into the suction plumbing. When this valve is closed, normal flow of the anti-ice material shall occur. When the 3- way valve is turned to the closed position and this valve opened, flush material shall be sucked into the plumbing and pumping system, thoroughly displacing all corrosive materials. An approximate 12-inch hose piece shall be attached to this fitting to allow easy flush material introduction via a plastic jug. |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**D. PUMP SYSTEM AND FLOW METER**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | 1. Material pump shall be a solid brass gear type, direct coupled to the hydraulic motor that will power the pre-wetter.  |
|     |    |                          | 2. Pre-wetter hydraulic system shall obtain its flow directly from the valve motor manifold circuit identified for this purpose.  |
|     |    |                          | 3. Flow control shall be electrically controlled by the spreader control in the truck cab, allowing precise metering of the oil flow.   |
|     |    |                          | 4. Pump system shall incorporate a calibrated turbine style flow meter. Flow meter signal shall be sent to the spreader control, allowing a precise ground oriented liquid application rate. Rate shall be adjustable up to the limits of the pump design output. |
|     |    |                          | 5. A float switch placed in the bottom of the tank to indicate low level or empty tank. Float switch shall be compatible and connected to spreader control system.  |
|     |    |                          | 6. Pump and associated plumbing to be enclosed in a fiberglass weather resistant enclosure.   |
|     |    |                          | 7. Enclosure to be mounted alongside of body.   |

**NOTES/COMMENTS:**

**E. MOUNTING SYSTEM**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Pre-wet system shall attach to the dump body fenders via a full stainless steel framework. Frame shall fully support the tank.  |
|                        |    |                          | 2. Polyethylene tank shall be retained in the stainless steel mounting cradle with three 3 inch wide UV stabilized nylon tie down straps. Straps shall have a heavy duty threaded I-bolt mount on each end. Bolts shall pass through the mounting framework and be tension adjustable with stainless nuts. |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**F. NOZZLE DELIVERY SYSTEM**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. Pre-wet liquid shall travel from the pump out to be applied on the spreader spinner.   |
|                        |    |                          | 2. Two brass nozzles, each rated 1.0 GPM flow shall be furnished and mounted on to a bracket, attached to the spreader spinner with stainless .bolt. Nozzles shall be directed to spray on the centerline of the spinner.   |
|                        |    |                          | 3. A suitable cam lock type quick connector shall be installed in the delivery line running to the nozzles. It shall be positioned in the line to approximately correspond to where the hydraulic quick connectors for the spinner assembly are, allowing the entire spinner assembly to be easily removed with the nozzle bracket assembly attached. |
|                        |    |                          | 4. A one-way check valve system must be installed in the delivery line directly before or at the nozzles to prevent line drain down when the system is shut-off.  |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**IX. Attachment-Front Mount Patrol Wing**

**A. WINGS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. Wing to have a minimum 11-foot long moldboard.   |
|                        |    |                          | 2. Height of Moldboard shall be minimum 29 inches.  |
|                        |    |                          | 3. Moldboard thickness to be minimum 3/16 inch. Moldboard steel shall meet ASTM A36 specification.  |
|                        |    |                          | 4. Cutting edge of 518 inch by 8 inches. AASHTO punched.  |
|                        |    |                          | 5. Moldboard bottom angle or base angle shall be a minimum 4 inch x 4 inch by 3/4 inch structural angle.  |
|                        |    |                          | 6. Minimum seven moldboard flame cut ribs. Ribs must be 1/2-inch thick minimum. Ribs to be one-piece. Spliced ribs are unacceptable.  |
|                        |    |                          | 7. A halogen spotlight that is fixed for wing operation is required. Unit will be a six inch diameter, round or rectangular shaped light mounted on cab shield. , Mounting of light will allow light beam to be directed to heel of wing moldboard In operating position. |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**B. MOUNTING REQUIREMENTS**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | 1. Wing must be able to be mounted to work in conjunction with a State provided reversible plow or a one way plow.  |
|     |    |                          | 2. Rear push arm frame assembly shall be designed for mounting on a chassis so that it is not necessary to require additional cab to body spacing.  |
|     |    |                          | 3. Two adjustable length push arm assemblies shall be required.   |
|     |    |                          | 4. Upper push arm shall have an extension spring and slide assembly to allow moldboard to trip.   |
|     |    |                          | 5. The wing shall be able to be mounted so that it will fold closely to the truck and shall be provided with a safety chain on the heel to secure the wing in a folded position for travel. |
|     |    |                          | 6. When the wing is in the lowered plowing position, the wing shall provide sufficient tire clearance for turning left and right.   |
|     |    |                          | 7. All necessary parts, brackets, hardware, fittings etc. for complete and satisfactory installation of wing shall be furnished.  |
|     |    |                          | 8. The upper push arm shall have a built-in slide assembly for the rear cylinder pickup and attachments for rear spring assembly.   |
|     |    |                          | 9. The wing heel lift cylinder shall be 3 inch x 15-inch minimum. <ol style="list-style-type: none"> <li>a. The rod diameter shall be a minimum of 2 inch and be double acting.</li> </ol>  |

**NOTES/COMMENTS:**

**C. WING POST**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. The front post shall be fabricated from a 3/8 inch thick T1 steel and must be made of two interlaced side flanges and a center web plate for additional strength. |
|                        |    |                          | 2. It shall be fabricated and reinforced in such a manner to allow the full travel of the front slide plate from the top to the bottom.                              |
|                        |    |                          | 3. The front slide plate must be a minimum of 1/2" thick steel and incorporate a minimum of 5 inches mechanical float.   |
|                        |    |                          | 4. The slide plate must be welded in permanently.  |
|                        |    |                          | 5. The wing post cross tube is to be a minimum of 5 inch x 7 inch x 3/8 inch thick wall tubing.  |
|                        |    |                          | 6. The front wing post shall be attached to the frame of the truck with 1/2,-inch side plates bolted to the front frame extension of the truck.                      |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**D. HYDRUALICS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. To be compatible with the truck hydraulics. Two stack valve sections are required for satisfactory operation of the win.  |
|                        |    |                          | 2. Needs to be compatible with joystick controls as specified by the body.   |
|                        |    |                          | 3. Toe cylinder hydraulic hoses shall be furnished with couplers as specified in the main body. Quick coupler connect shall be made via bulkhead fittings mounted through a 1/4 inch thick plate welded to the stationary portion of the snow plow push frame. Quick couplers shall not be installed directly to cylinder. |
|                        |    |                          | 4. All the appropriate hydraulic cylinders, fittings, hardware, and other parts necessary for mounting shall be furnished.   |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**E. WEIGHT OF ATTACHMENT**

| YES | NO | NO & PROVIDE ALTERNATIVE |   |
|-----|----|--------------------------|---|
|     |    |                          | 1. Maximum advertised weight of complete wing assembly (front wing post, moldboard and push tubes 2,800 pounds. |

|                        |  |  |  |
|------------------------|--|--|--|
|                        |  |  | 2. Components listing with all weights for complete assembly including frames to be provided prior to bid award. |
| <b>NOTES/COMMENTS:</b> |  |  |  |

**F. SUSPENSION**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Vendor needs to add aftermarket air bag on right side to compensate for extra right side weight of wing.    |
|                        |    |                          | 2. Size to be installed so when air bag inflated, unit sets level when wing is raised in folded back position. |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**G. MANUALS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. One operators manual must be furnished at time of delivery with each unit.  |
|                        |    |                          | 2. All manual(s) must be furnished prior to payment and delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered. |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**H. COLOR**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. Wing moldboard is to be painted black. Power coating is preferred.                         |
|                        |    |                          | 2. Moldboard plowing surface to be aluminum paint.  |
|                        |    |                          | 3. All attaching components of the wing are to be painted black. Powder coating is preferred. |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**I. WARRANTY**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. Manufacturer's standard warranty shall apply and be for at least one year.   |
|                        |    |                          | 2. Dealer's decals, stickers or other signs shall not be on unit(s); manufacturer's nameplates, stampings and other similar signs are acceptable. |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**X. Attachment-Right Hand Mid-Mount Patrol Wing**

**A. WINGS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Wing to have a minimum 8 foot long moldboard.   |
|                        |    |                          | 2. Height of Moldboard inboard shall be minimum 24 inches and outboard height shall be a minimum 28 inches. Measurements include the eight inch cutting edge installed.                    |
|                        |    |                          | 3. Moldboard thickness to be minimum 3/16 inch.<br>a. Moldboard to be made of commercial grade A36 steel or equivalent.<br>Please specify: _____   |
|                        |    |                          | 4. Cutting edge of 5/8 Inch by 8 inches. AASHTO punched.   |
|                        |    |                          | 5. Moldboard bottom angle or base angle shall be a minimum 4" x 4" x 3/4" structural angle with a triangle shaped 3" x 3" x 1/2" plate gusset between each bolt hole.                      |
|                        |    |                          | 6. Minimum seven moldboard flame cut ribs.<br>a. Ribs must be 3/8-inch thick minimum.<br>b. Ribs to be one-piece. Spliced ribs are unacceptable.<br>c. Ribs are to be continuously welded. |
|                        |    |                          | 7. Moldboard too formed channel shall be a minimum 2 1/2" x 1".  |
|                        |    |                          | 8. Wing light position to light moldboard mount as not to reflect off exhaust.   |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**B. PUSH ARM**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. The outer tube of the push arm is to be a minimum 3 1/2" O.D. schedule 80 pipe. |
|                        |    |                          | 2. The inner shaft shall be a solid 2 7/8" O.D. -1045 steel shaft.                 |
|                        |    |                          | 3. The wino shall have a single spring cushioned push arm.                         |
|                        |    |                          | 4. The push arm shall be adjustable and have a safety shear pin.                   |
|                        |    |                          | 5. Both ends of the arm will have fabricated pivot blocks.                         |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**C. WING POST**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p>1. The front wing cross tube shall be fabricated from 4" x 6" x 1/2" wall structural tube which spans both frame rails of the truck.</p>  |
|                               |    |                          | <p>2. The outboard end of the cross tube shall be constructed from 7" structural I-beam with a minimum 3 5/8" flange vertically attached so as to be the foundation of a front wing post assembly.</p>   |
|                               |    |                          | <p>3. The I-beam shall be reinforced with two fully welded diagonal pieces of 3" x 3/8" steel bar from the cross tube to the I-beam. These shall be further reinforced with a 1" x 1/2" piece of steel bar welded to the face.</p>   |
|                               |    |                          | <p>4. The front mast slide to be 3/4" plate steel and is a minimum of 5 7/8" wide.</p>   |
|                               |    |                          | <p>5. The front of the moldboard shall be mounted to the front slide plate with a single 1-1/2" diameter grade #5 bolt with a top lock nut the slide plate to allow for 5 inch float.</p>  |
|                               |    |                          | <p>6. The front cross tube shall be mounted under the truck frame and supported by two steel elates a minimum of 1/2" x 12" x 24".</p>   |
|                               |    |                          | <p>7. The front of the wing is raised by a single 4"ID x 12" double acting lift cylinder.</p>  |
|                               |    |                          | <p>8. The cylinder attaches to the backside of the front mast at the top with an 1 1/4" grade #5 bolt and at the bottom with a minimum 1" diameter pin. It is mounted through two gussets welded to both the I-beam and cross tube for structural rigidity.</p>  |
|                               |    |                          | <p>9. The slide assembly will allow mounting of the moldboard by means of a 3/4" reinforced steel plate approximately 10" x 18" which is mounted to the slide assembly with a single heat treated steel pin approximately 1-1/2" x 12".</p>  |
|                               |    |                          | <p>10. The rear wing cross tube assembly shall be fabricated from 6" x 4" x 1/2," mild steel tubing.</p>   |
|                               |    |                          | <p>11. The cross tube shall be mounted underneath truck by two steel mounting plates approximately 12" x 28" x 1/2," with flame cut holes for the cross tube to pass through.</p>  |
|                               |    |                          | <p>12. The rear lift wing cylinder shall be a single 4" ID x 10" double acting hydraulic cylinder attached to the moldboard's mechanical float linkage.</p> <ul style="list-style-type: none"> <li>a. No cable or chains acceptable hydraulically operated only.</li> <li>b. The moldboard/wing heel lift cylinder shall have a lock valve to prevent wing from falling in event of failed hoses.</li> </ul> |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**D. HYRAULICS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. To be compatible with the truck hydraulics. Two stack valve sections are required for satisfactory operation of the wing.   |
|                        |    |                          | 2. Needs to be compatible with joystick controls as specified in main body.  |
|                        |    |                          | 3. Toe cylinder hydraulic hoses shall be furnished with one of the listed flat face quick couplers {33.F.1.a.). Quick coupler connect shall be made via bulkhead fittings mounted through a 1/4-inch thick plate welded to the stationary portion of the snow plow push frame, Quick couplers shall not be installed directly to cylinder. |
|                        |    |                          | 4. All the appropriate hydraulic cylinders, fittings, hardware and other parts necessary for mounting shall be furnished.  |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**E. MANUALS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. One operator manual must be furnished at time of delivery with each unit.   |
|                        |    |                          | 2. All manual(s) must be furnished prior to payment and delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered. |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**F. COLOR**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Wing moldboard is to be painted black except plowing surfaces to be painted aluminum. Powder coating is referred. |
|                        |    |                          | 2. All attaching components of the wing are to be painted black. Powder coating is referred.                         |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**G. WARRANTY**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Manufacture's standard warranty shall apply and be at least one year.   |
|                        |    |                          | 2. Dealers decals, stickers or other signs shall not be on unit(s); manufacturer's nameplates, stampings and other similar signs are acceptable, |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**XI. Attachment-Left hand mid-mount patrol wing**

**A. MOUNTING**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. Wing shall be mounted behind cab and forward of tandem axle on driver's side of chassis. Wing mounting will not interfere with entry into cab.   |
|                        |    |                          | 2. Chassis vendor and body vendor will be responsible for repositioning components such as fuel tank, battery box, air tanks, etc. to allow for ample free area for proper mounting of wing frame to left hand side of chassis. |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**B. WINGS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. The outer tube of the push arm is to be a minimum 3 ½" O.D. schedule 80 pipe. |
|                        |    |                          | 2. The inner shaft shall be a solid 2 7/8" O.D. – 1045 steel shaft.              |
|                        |    |                          | 3. The wing shall have a single spring cushioned push arm.                       |
|                        |    |                          | 4. The push arm shall be adjustable and have a safety shear pin.                 |
|                        |    |                          | 5. Both ends of the arm will have fabricated pivot blocks.                       |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**C. WING POST**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. The front wing cross tube shall be fabricated from 4" x 6" x ½ " wall structural tube which spans both frame rails of the truck.  |
|     |    |                          | 2. The outboard end of the cross tube shall be constructed from 7" structural I- beam with a minimum 3 5/16" flange vertically attached so as to be the foundation of a front wing post assembly.                          |
|     |    |                          | 3. The I-beam shall be reinforced with two fully welded diagonal pieces of 3" x 3/8" steel bar from the cross tube to the I-beam. These shall be further reinforced with a 1" x ½ " piece of steel bar welded to the face. |
|     |    |                          | 4. The front mast slide to be ¾ " plate steel and is a minimum of 5 7/8" wide.   |
|     |    |                          | 5. The front of the moldboard shall be mounted to the front slide plate with a single 1-1/2" diameter grade #5 bolt with a top lock nut. The slide plate to allow for 5 inch float.  |

|                        |  |  |  |
|------------------------|--|--|--|
|                        |  |  | 6. The front cross tube shall be mounted under the truck frame and supported by two steel plates a minimum of ½ " x 12" x 24".   |
|                        |  |  | 7. The front of the wing is raised by a single 4" I.D x 12" double acting lift cylinder.   |
|                        |  |  | 8. The cylinder attaches to the backside of the front mast at the top with a 1-1/4" grade #5 bolt and at the bottom with a minimum 1" diameter pin. It is mounted through two gussets welded to both the I-beam and cross tube for structural rigidity.  |
|                        |  |  | 9. The slide assembly will allow mounting of the moldboard by means of a ¾ " reinforced steel plate approximately 10" x 18" which is mounted to the slide assembly with a single heat treated steel pin approximately 1-1/2" x 12".  |
|                        |  |  | 10. The rear wing cross tube assembly shall be fabricated from 6" x 4" x ½ "mild steel tubing.   |
|                        |  |  | 11. The cross tube shall be mounted underneath truck by two steel mounting plates approximately 12" x 28" x ½ with flame cut holes for the cross tube to pass through.   |
|                        |  |  | 12. The rear lift wing cylinder shall be a single 4" ID x 10" double acting hydraulic cylinder attached to the moldboard's mechanical float linkage. <ul style="list-style-type: none"> <li>a. No cable or chains acceptable, hydraulically operated only.</li> <li>b. The moldboard/wing heel lift cylinder shall have a lock valve to prevent wing from falling in event of failed hoses.</li> </ul> |
| <b>NOTES/COMMENTS:</b> |  |  |  |

**D. HYRAULICS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. To be compatible with the truck hydraulics. Two stack valve sections are required for satisfactory operation of the wing.   |
|                        |    |                          | 2. Needs to be compatible with joystick controls as specified in main body.  |
|                        |    |                          | 3. Toe cylinder hydraulic hoses shall be furnished with one of the listed flat face quick couplers (33.F.1.a.). Quick coupler connect shall be made via bulkhead fittings mounted through a 1/4-inch thick plate welded to the stationary portion of the snow plow push frame, Quick couplers shall not be installed directly to cylinder. |
|                        |    |                          | 4. All the appropriate hydraulic cylinders, fittings, hardware and other parts necessary for mounting shall be furnished.  |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**E. MANUALS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. One operator manual must be furnished at time of delivery with each unit.   |
|                        |    |                          | 2. All manual(s) must be furnished prior to payment and delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered. |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**F. COLOR**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Wing moldboard is to be painted black except plowing surfaces to be painted aluminum. Powder coating is referred. |
|                        |    |                          | 2. All attaching components of the wing are to be painted black. Powder coating is referred.                         |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**G. WARRANTY**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. Manufacture's standard warranty shall apply and be at least one year.  |
|                        |    |                          | 2. Dealer's decals, stickers or other signs shall not be on unit(s); manufacturer's nameplates, stampings and other similar signs are acceptable. |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**XII. Attachment- Benching Wing**

**A. WINGS**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |   |
|-------------------------------|----|--------------------------|---|
|                               |    |                          | <p><b>1.</b> Right hand wing full hydraulic with overall length of about 11 feet.</p>   |
|                               |    |                          | <p><b>2.</b> Wing will have overall length of about 11 feet</p> <ul style="list-style-type: none"> <li>a. Cutting edge of ½ inch by an inches and reversible.</li> <li>b. Moldboard thickness minimum 8 gauge.</li> <li>c. Front frame mounted.</li> <li>d. AASHTO punched.</li> <li>e. Hydraulically operated including rear slide. Front and rear of wing shall be of power-down type.               <ul style="list-style-type: none"> <li><b>i.</b> Hydraulic stack valve assembly shall have a four way section added for operation of rear slide. Provision shall be made in Joystick for control of this function.</li> <li><b>ii.</b> The moldboard/wing heel lift cylinder shall have a safety lock valve to prevent wing from falling in event if failed hoses.</li> </ul> </li> <li>f. Full trip moldboard type.</li> <li>g. Skid plate of bottom of front wing post with sloped front and back is required.</li> <li>h. Skids to be minimum ½ inch thick and have a total width of at least four inches.</li> <li>i. Minimum benching height shall not be less than 36 inches.</li> </ul> |
|                               |    |                          | <p><b>3.</b> Color of wing to be painted flat black except plowing surfaces to be aluminum.</p>   |
|                               |    |                          | <p><b>4.</b> Cab shield may be attached to wing mast frame and sturdily reinforced, Assembly shall be constructed and bolted to frame rails with appropriate size and number of Grade B bolts in which case the assembly shall be sturdily braced.</p>  |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |   |

**XIII. Attachment-High Benching Wing**

**A. WINGS**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |   |
|-------------------------------|----|--------------------------|---|
|                               |    |                          | <p><b>1.</b> Right hand wing full hydraulic with overall length of about 11 feet.</p>   |
|                               |    |                          | <p><b>2.</b> Wing will have overall length of about 11 feet</p> <ul style="list-style-type: none"> <li>a. Cutting edge of ½ inch by an inches and reversible.</li> <li>b. Moldboard thickness minimum 8 gauge.</li> <li>c. Front frame mounted.</li> <li>d. AASHTO punched.</li> <li>e. Hydraulically operated including rear slide. Front and rear of wing shall be of power-down type.               <ul style="list-style-type: none"> <li><b>i.</b> Hydraulic stack valve assembly shall have a four way section added for operation of rear slide. Provision shall be made in Joystick for control of this function.</li> <li><b>ii.</b> The moldboard/wing heel lift cylinder shall have a safety lock valve to prevent wing from falling in event if failed hoses.</li> </ul> </li> <li>f. Full trip moldboard type.</li> <li>g. Skid plate of bottom of front wing post with sloped front and back is required.</li> <li>h. Skids to be minimum ½ inch thick and have a total width of at least four inches.</li> <li>i. Minimum benching height shall not be less than 54.inches.</li> </ul> |
|                               |    |                          | <p><b>3.</b> Color of wing to be painted flat black except plowing surfaces to be aluminum.</p>   |
|                               |    |                          | <p><b>4.</b> Cab shield may be attached to wing mast frame and sturdily reinforced, Assembly shall be constructed and bolted to frame rails with appropriate size and number of Grade B bolts in which case the assembly shall be sturdily braced.</p>  |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |   |

**XIV. Attachment- Sever High Benching Wing**

**A. WINGS**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p><b>1.</b> Right hand wing full hydraulic with overall length of about 11 feet.</p>  |
|                               |    |                          | <p><b>2.</b> Wing will have overall length of about 11 feet</p> <ul style="list-style-type: none"> <li>a. Cutting edge of ½ inch by an inches and reversible.</li> <li>b. Moldboard thickness minimum 8 gauge.</li> <li>c. Front frame mounted.</li> <li>d. AASHTO punched.</li> <li>e. Hydraulically operated including rear slide. Front and rear of wing shall be of power-down type. <ul style="list-style-type: none"> <li><b>i.</b> Hydraulic stack valve assembly shall have a four way section added for operation of rear slide. Provision shall be made in Joystick for control of this function.</li> <li><b>ii.</b> The moldboard/wing heel lift cylinder shall have a safety lock valve to prevent wing from falling in event if failed hoses.</li> <li><b>iii.</b> Rear slide will 3 stage hydraulic cylinder.</li> </ul> </li> <li>f. Full trip moldboard type.</li> <li>g. Skid plate of bottom of front wing post with sloped front and back is required.</li> <li>h. Skids to be minimum ½ inch thick and have a total width of at least four inches.</li> <li>i. Minimum benching height shall not be less than 80.inches.</li> </ul> |
|                               |    |                          | <p><b>3.</b> Color of wing to be painted flat black except plowing surfaces to be aluminum.</p>  |
|                               |    |                          | <p><b>4.</b> Cab shield may be attached to wing mast frame and sturdily reinforced, Assembly shall be constructed and bolted to frame rails with appropriate size and number of Grade B bolts in which case the assembly shall be sturdily braced.</p>   |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**XV. Attachment-V-Plow with V-Plow hitch**

**A. V-PLOW**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p>1. Will be a Monroe, Viking, Henke, Henderson, Falls or equivalent quick hitch with 14 inch pin height, approved in writing by Fleet Management prior to bid opening. Alternatives may only be requested during the pre-bid conference and/or during the question and answer period.</p> <p>Please specify: _____</p> |
|                               |    |                          | <p>2. Unit will have a 9 foot cutting width.</p>   |
|                               |    |                          | <p>3. Appropriate moldboard spread for rest of plow.</p> <p>Please specify: _____</p>  |
|                               |    |                          | <p>4. Approximate 4 foot nose height.</p>  |
|                               |    |                          | <p>5. Approximate 6 foot 9 inch high at rear of moldboard.</p>   |
|                               |    |                          | <p>6. Minimum 8 gauge moldboard thickness and approximate weight of 2,500 pounds.</p>  |
|                               |    |                          | <p>7. Skid shoes will have maximum, feasible number of tungsten carbide inserts of minimum 3/16 inch thickness on bottom surface.</p>  |
|                               |    |                          | <p>8. V-plow will have minimum 10 inch ground clearance in raised position.</p>  |
|                               |    |                          | <p>9. V-Plow will be painted flat black except plowing surface of aluminum color.</p>  |
|                               |    |                          | <p>10. V-Plow shall be fully mounted at the body builder, tested for proper fit and operation prior to shipment to NDOT.</p>   |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**B. PLOW MOUNTING**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | <p>1. Hitch will be mounted for both wing and plow(s) using Grade 8 bolts.</p>                     |
|     |    |                          | <p>2. Will include ½ inch thick steel, bolted-on, hydraulic pump guard at front part of hitch.</p> |
|     |    |                          | <p>3. V-Plow and wing shall be mounted on unit if required.</p>                                    |

|                        |  |  |  |
|------------------------|--|--|--|
|                        |  |  | 4. Front part of wing shall be capable of full vertical travel range, without interference from V-plow or fender, when the V-plow is in either raised or lowered position. |
| <b>NOTES/COMMENTS:</b> |  |  |  |

**C. HEAVY DUTY SNOW PLOW HITCH (in lieu of hitch from main specification)**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. Shall be heavy duty, power tilt design with quick hitch type with minimum our (4) inch hydraulic cylinder and 14 inch pin height<br>a. Pivot pin of lift arm to be 48-54 inches above quick connect pin.<br>b. Compatible with V-Plow being supplied and for use with one-way snow plow.   |
|                        |    |                          | 2. Hitch will include attaching pins and A-frame lift arm with lifting lug or clevis.   |
|                        |    |                          | 3. All thrust loads must be transferred to chassis frame and not to chassis axle or spring assemblies.  |
|                        |    |                          | 4. The crankshaft driven pump must be supported and protected by this hitch assembly.   |
|                        |    |                          | 5. Hitch to be made so that tilting hood/fenders will tilt fully forward with mast in tilted position.  |
|                        |    |                          | 6. Hitch will be installed with Grade 8 bolts to chassis and as per hitch manufacturer's recommendations.   |
|                        |    |                          | 7. A drawing of hitch to include material specifications of materials used shall be provided prior to bid award.<br>a. Pump shall be located as reasonably close as possible to chassis components after bumper removal.<br>b. Bumper to be put in dump body when delivered. All mounting brackets and hardware shall be left intact with bumper and shall be delivered with the same truck as which it was removed from. |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**XVI. Attachment-V-Plow with V-plow Hitch without V-plow**

**A SNOW PLOW HITCH (in lieu of hitch from main specification)**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p>1. Shall be heavy duty, power tilt design with quick hitch type with minimum four (4) inch hydraulic cylinder and 14 inch pin height.</p> <p>a. Pivot pin of lift arm to be 48-54 inches above quick connect pin.</p> <p>b. Recommended by V-Plow and one-way snow plow manufacturer for use on proposed chassis.</p>   |
|                               |    |                          | <p>2. Hitch will include attaching pins and A-frame lift arm with lifting lug or clevis.</p>   |
|                               |    |                          | <p>3. All thrust toads must be transferred to chassis frame and not to chassis axle or spring assemblies.</p>  |
|                               |    |                          | <p>4. The crankshaft driven pump must be supported and protected by this hitch Assembly.</p>   |
|                               |    |                          | <p>5. Hitch to be made so that tilting hood/fenders will tilt fully forward with mast in tilted position.</p>  |
|                               |    |                          | <p>6. Hitch will be installed with Grade 8 bolts to chassis and as per hitch manufacturer's recommendations.</p>   |
|                               |    |                          | <p>7. Drawing of hitch to include material specifications of materials used shall be provided prior to bid award.</p> <p>a. Pump shall be located as reasonably close as possible to chassis components after bumper removal.</p> <p>b. Bumper to be put in dump body when delivered. All mounting brackets and hardware shall be left intact with bumper and shall be delivered with the same truck as which it was removed from.</p> |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**XVII. Specification for the Viking Cives Tow Plow**

Scope the Viking Cives 26' tow plow trailer with material spreader shall be the latest current model of proven performance and under standard production by manufacturer and is to be of standard design, complete as regularly advertised and marketed including all specified accessories, tools and special features. All necessary parts for satisfactory operation of the equipment whether or not they may be specifically mentioned below. Complete detailed specification and advertised data sheets with cuts or photographs should be attached to the invitation to bid on the identical equipment proposed. Any information necessary to show compliance with these specifications. In addition to information given on advertising data sheets, should be supplied in writing and attached to the Invitation To Bid. The Viking Cives 26' tow plow trailer with material spreader must meet or exceed the following requirements.

**A. FRAME AND MOLDBOARDS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Swivel tongue to control offset.  |
|                        |    |                          | 2. One (1) 12 foot moldboard.  |
|                        |    |                          | 3. One (1) 14 foot moldboard   |
|                        |    |                          | 4. Moldboards to be 10 gauge steel with 3/8" poly overlay.                         |
|                        |    |                          | 5. Moldboard to be approximately 30" high.   |
|                        |    |                          | 6. Moldboards to be raised and lowered by hydraulic cylinders.                     |
|                        |    |                          | 7. Moldboard base angle to be AASHTO punched to accept all standard cutting edges. |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**B. WEIGHT**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Gross allowable trailer weight of 32,000 pounds |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**C. AXLES**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. Dual Arvin Meritor 16,000 Pound steering axle's w/connecting linkage. |
|     |    |                          | 2. ABS air brake system.   |
|     |    |                          | 3. Solid suspension.   |
|     |    |                          | 4. Fenders over tires.   |

|                               |  |  |  |
|-------------------------------|--|--|--|
|                               |  |  | <p>5. Four (4) TIRES TO BE 385/r22.5.</p> <p>a. Tires must be Goodyear, Michelin, Bridgestone, Firestone, Continental or General and shall carry said company name.</p> <p>Please specify: _____</p> |
|                               |  |  | <p>6. Hydraulic steering of axles to deploy Tow Plow to approximately 30 degrees.</p>  |
| <p><b>NOTES/COMMENTS:</b></p> |  |  |  |

**D. HYDRAULICS**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p>1. Vendor will minimize the number of critical rub points for hydraulic hoses. Where critical rub points exist, they shall be wrapped with spiral metal or adequate rubber wrap.</p>  |
|                               |    |                          | <p>2. Only steel wire braided hoses are acceptable.</p>  |
|                               |    |                          | <p>3. Hoses to be ISO 16028 flat face interchange couplings. Example of couplers: Faster 3P508G-4-12G-MC/2P508G-4-12G-FC Couplers to meet ISO 9227 standards to minimum of 400 hours salt spray test.</p>                                |
|                               |    |                          | <p>4. Hoses with one of the above listed couplers (one male and one female) shall be installed on each of the following.</p> <p>a. Steering cylinder.</p> <p>b. Raise/lower cylinder.</p> <p>c. Spreader spinner.</p> <p>d. Pre-Wet.</p> |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**E. LIGHTS**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |   |
|-------------------------------|----|--------------------------|---|
|                               |    |                          | <p>1. Federal safety lights and reflectors required.</p>  |
|                               |    |                          | <p>2. Rear stop/turn/tail and marker lights in swivel mast, which remains perpendicular to the travel lane.</p>                   |
|                               |    |                          | <p>3. Two pedestal with warning light/beacons installed per NDOT specification on color and strobe</p>                            |
|                               |    |                          | <p>4. Light mounted on top middle of tow plow moldboard shining towards heel of plow. Light to be shielded from snow and ice.</p> |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |   |

**F. MATERIAL SPREADER**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Constructed from ¼ Stainless steel.   |
|                        |    |                          | 2. Approximately 7.8 cubic yards.  |
|                        |    |                          | 3. 24 inch wide conveyor.  |
|                        |    |                          | 4. Front discharge spinner assembly.   |
|                        |    |                          | 5. Gear box to be 50:1.  |
|                        |    |                          | 6. Body top screens.   |
|                        |    |                          | 7. Conveyor motor sensor with 180 max pulse count.   |
|                        |    |                          | 8. All spreader control harnessing shall meet ISO IP68 and NEMA6 standards. The connectors should be die cast E-coated and be designed to have NO corrosion after 500 hours in 35C salt spray. |
|                        |    |                          | 9. Sealed harness with a length capable of reaching rear of truck to include M-12 plug.  |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**G. ROLL TARP**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. The tarp system shall be a Shurco Super Duty Shur-Lok kit or equivalent and consist of the following minimums: <ul style="list-style-type: none"> <li>a. 22-ounce vinyl coated tarp with tailflap.</li> <li>b. Roll-away ridge pole.</li> <li>c. Stainless steel front endcap.</li> <li>d. Aluminum latch plate.</li> <li>e. One heavy duty rear tarp bow.</li> <li>f. Three easy-off offset tarp stops.</li> <li>g. Four crank retainers.</li> <li>h. Long Surfex crank arm.</li> <li>i. Front end shur-return system.</li> </ul> |
|                        |    |                          | 2. Installation shall be such that the tarp can be secured for travel in either the open or covered mode.   |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**H. PRE WET SYSTEM**

| YES | NO | NO & PROVIDE ALTERNATIVE |  |
|-----|----|--------------------------|--|
|     |    |                          | 1. 325 gallon poly tank mounted to the tow plow. |

|                        |  |  |    |   |
|------------------------|--|--|----|---|
|                        |  |  | 2. | Tank to have low level float switch to signal spreader control when empty.  |
|                        |  |  | 3. | Pre-wetter will be used to apply liquid ice control material onto granular material at the spinner spreader.  |
|                        |  |  | 4. | All components, parts pieces fasteners etc. shall be manufactured with nonferrous/non-rusting materials.  |
|                        |  |  | 5. | Liquid ice control material hoses shall be ½ polyester braided reinforced clear PVC. Suitable for cold weather use.   |
|                        |  |  | 6. | Liquid rate control to be separate from truck pre wet.  |
|                        |  |  | 7. | Two brass nozzles each rated 2.0GPM flow shall be mounted onto bracket attached to the spreader spinner with stainless bolts. Nozzles shall be directed to spray on the centerline of the spinner.  |
|                        |  |  | 8. | System must be fully tested and calibrated to a 10 gallon per ton rate upon delivery to the department. System shall be flushed and winterized with suitable antifreeze solution to prevent damage. |
| <b>NOTES/COMMENTS:</b> |  |  |    |   |

**I. PRE WET PUMP SYSTEM WITH FLOW METER**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Material pump shall be a solid brass gear type, direct coupled to the hydraulic motor that will power the pre-wetter.   |
|                        |    |                          | 2. Pump system shall incorporate a calibration turbine style flow meter precise ground oriented liquid application rate. Rate shall be adjustable to the limits of the pump design output. |
|                        |    |                          | 3. Pump, flow meter and associated plumbing to be enclosed in a fiberglass weather resistant enclosure.  |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**J. MANUALS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. One operator manual must be furnished at time of delivery with each unit.   |
|                        |    |                          | 2. All manual(s) must be furnished prior to payment and delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered. |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**K. MISCELLANEOUS**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. The bidder should submit with their bid a list of special tools they will furnish with each machine.   |
|                        |    |                          | 2. Dealer's decals, stickers or other signs shall not be affixed to units: manufacture's nameplate, stamping and other similar, signs acceptable.   |
|                        |    |                          | 3. Dealer pre-delivery services required.   |
|                        |    |                          | 4. Color-Plow shall be painted to match OEM chassis, Chassis vendor to provide OEM paint code to Viking-Cives.  |
|                        |    |                          | 5. Professional techniques and workmanship are required. <ul style="list-style-type: none"> <li>a. No welding or cutting of chassis rails expect as stated elsewhere in specifications.</li> <li>b. Welds must be chipped free of slag and thoroughly protected with yellow or black enamel as appropriate.</li> <li>c. Improper mounting, poor welding practices, the presence of slag, hydraulic oil leaks or inadequate paint coverage will be cause for rejection of any unit. In which case, the vendor will be notified to call for the vehicle and remove it from State property for remedy of defects.</li> </ul> |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**L. WARRANTY**

| YES                    | NO | NO & PROVIDE ALTERNATIVE |  |
|------------------------|----|--------------------------|--|
|                        |    |                          | 1. Manufacturer's usual warranty shall apply, and shall be in effect of a minimum of one year from the date the equipment was placed in services.  |
|                        |    |                          | 2. Vendor shall be responsible for all repairs to include parts, and labor during the 12 month usual warranty period.  |
|                        |    |                          | 3. All transportation costs to and from the nearest authorized repair facility will be the responsibility of Nebraska Department of Transportation.  |
|                        |    |                          | 4. Prior to the awarding of, or entering into any agreement or contract it shall be the responsibility of manufacturer and/or the successful bidder to warrant to the State of Nebraska, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/services and repair work without undue delay. |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**M. SPECIFICATION FORM**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |   |
|-------------------------------|----|--------------------------|---|
|                               |    |                          | <p>1. Successful bidder will be required to complete a form to the fullest extent possible for each unit and must accompany each unit when delivered.</p> |
|                               |    |                          | <p>2. Forms will be supplied by Department of Transportation to successful bidder after purchase orders is awarded.</p>                                   |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |   |

**XVIII. MISCELLANEOUS**

**A. 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, and Article 14. |
| NOTES/COMMENTS: |    |                          |   |

**B. 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: |    |                          |   |

**C. USAGE REPORT**

| YES             | NO | NO & PROVIDE ALTERNATIVE |  |
|-----------------|----|--------------------------|--|
|                 |    |                          | 1. The vendor shall, provide a quarterly usage report of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State. |
| NOTES/COMMENTS: |    |                          |  |

**D. DELIVERY ARO**

| YES             | NO | NO & PROVIDE ALTERNATIVE |  |
|-----------------|----|--------------------------|--|
|                 |    |                          | 1. Delivery desired within 180 days after receipt of order(s). |
| NOTES/COMMENTS: |    |                          |  |

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

| YES                    | NO | NO & PROVIDE ALTERNATIVE |   |
|------------------------|----|--------------------------|---|
|                        |    |                          | 1. Delivery to:<br>Nebraska Department of Transportation<br>5001 South 14th St<br>Lincoln, NE 68512 |
|                        |    |                          | 2. Delivery times Monday-Friday<br>8:00am-3:30pm<br>Not including Holidays                          |
|                        |    |                          | 3. Must inform Keith Jordan 24 hours before delivery via phone 402-479-4323                         |
| <b>NOTES/COMMENTS:</b> |    |                          |   |

**F. 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. |
| <b>NOTES/COMMENTS:</b> |    |                          |  |

**G. QUALITY**

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

**H. PRICES**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |   |
|-------------------------------|----|--------------------------|---|
|                               |    |                          | <p>1. Price quoted shall be unit price and shall be firm for 180 from date of an award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the SPB a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. In no instance may a price increases be billed to the State until the contract is amended. 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. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.</p> |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |   |

**I. AUTHORIZED DEALER & WARRANTY**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |   |
|-------------------------------|----|--------------------------|---|
|                               |    |                          | <p>1. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.</p> |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |   |

**J. SUBSTITUTIONS**

| YES                           | NO | NO & PROVIDE ALTERNATIVE |  |
|-------------------------------|----|--------------------------|--|
|                               |    |                          | <p>1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.</p> |
| <p><b>NOTES/COMMENTS:</b></p> |    |                          |  |

**K. 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.  |
|-----|----|--|
|     |    | <p><b>1.</b> Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p style="padding-left: 40px;">a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p style="padding-left: 40px;">b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p style="padding-left: 40px;">c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p> |
|     |    | <p><b>2.</b> Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</p>   |
|     |    | <p><b>3.</b> 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.</p>  |
|     |    | <p><b>4.</b> 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.</p>  |

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 5992 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:                           |  |
| Bidder Address:                        |  |
| Contact Person & Title:                |  |
| E-mail Address:                        |  |
| Telephone Number (Office):             |  |
| Telephone Number (Cellular):           |  |
| Fax Number:                            |  |

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

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

**Form B**  
**Notification of Intent to Attend Pre-Bid Conference**  
**Invitation To Bid Number 5992 OF**

|                      |  |
|----------------------|--|
| Bidder Name:         |  |
| Bidder Address:      |  |
| Contact Person:      |  |
| E-mail Address:      |  |
| Telephone Number:    |  |
| Fax Number:          |  |
| Number of Attendees: |  |

The "Notification of Intent to Attend Pre-Bid Conference" form should be submitted to the SPB via e-mail ([as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)), facsimile (402-471-2089), hand delivered or U.S. Mail by the date shown in the Schedule of Events.