

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	5/20/20	Page	1 of 2
Solicitation Number	6307 OF		
Opening Date and Time	06/09/20	2:00 pm	
Buyer	CHRISTIE KELLY (AS)		

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

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

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

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

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

(05/18/20 ml)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	TRUCK TRACTOR CHASSIS WITH TANDEM REAR AXLE	2.0000	EA	_____	_____
2	FRONT TOW HOOKS	2.0000	EA	_____	_____
3	ENGINE BRAKE	2.0000	EA	_____	_____
4	PTO DRIVEN HYDRAULIC WET KIT W W/30 GALLON TANK ON PASSENGER	2.0000	EA	_____	_____
5	HALF FENDERS	2.0000	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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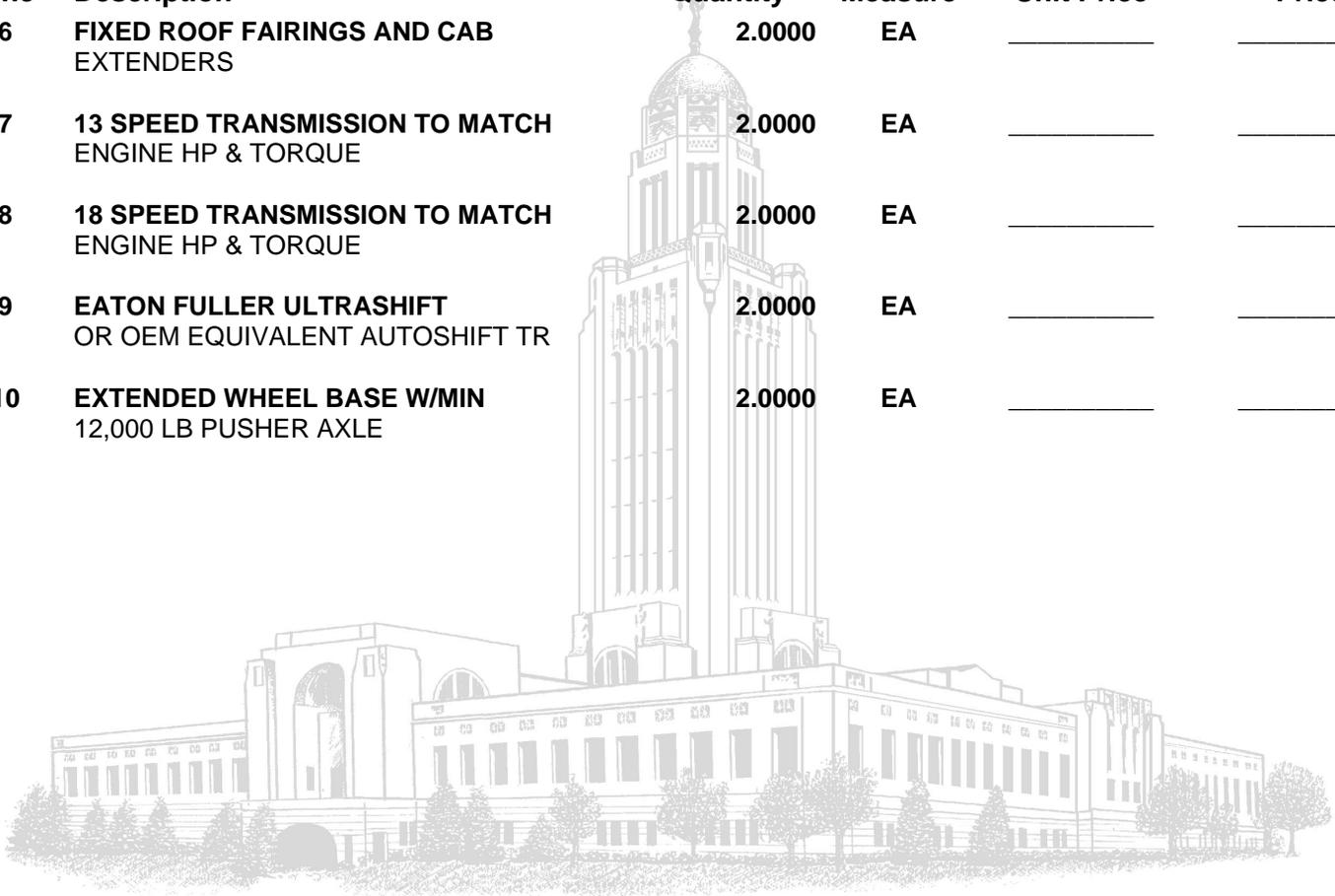
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	FIXED ROOF FAIRINGS AND CAB EXTENDERS	2.0000	EA	_____	_____
7	13 SPEED TRANSMISSION TO MATCH ENGINE HP & TORQUE	2.0000	EA	_____	_____
8	18 SPEED TRANSMISSION TO MATCH ENGINE HP & TORQUE	2.0000	EA	_____	_____
9	EATON FULLER ULTRASHIFT OR OEM EQUIVALENT AUTOSHIFT TR	2.0000	EA	_____	_____
10	EXTENDED WHEEL BASE W/MIN 12,000 LB PUSHER AXLE	2.0000	EA	_____	_____



INVITATION TO BID

Number 6307 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a Commodity contract, ITB Number 6307 OF for the purpose of selecting a qualified Contractor to provide **Truck Tractor Chassis with Tandem Rear Axle**. A more detailed description can be found in Sections II through VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful Contractor'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 solicitation will be posted to the SPB website.

These postings will include the entire Bid or response. Contractor must request that proprietary information be excluded from the posting. The Contractor 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 Contractor 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 CONTRACTOR 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 Contractor 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 Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor'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 solicitation 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 solicitation, specifically waives any copyright or other protection the contract, Bid, or response to the solicitation 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 solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the Bid or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a Bid or response to the solicitation 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 solicitation, 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.

Agency: Using Agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.

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.

Automated Clearing House: Electronic network for financial transactions in the United States.

Award: All purchases, leases, or contracts which are based on competitive Bids will be awarded according to the provisions in the solicitation.

Best and Final Offer: In a competitive Bid, the final offer submitted which contains Contractor's most favorable terms for price.

Bid: An offer, bid, or quote submitted by a Contractor/vendor in a response to a written solicitation.

Bidder: A Contractor who submits an offer Bid in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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 Bid, purchase order or contract without expectation of conducting or performing at a later time. Contractor

Collusion: An agreement or cooperation between two (2) 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 (2) 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 (2) 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: An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written contract.

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 Contractor'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 (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 Destination: The delivery charges are included in the quoted price and prepaid by the Contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Free on Board 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 solicitation, or contract are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Invalid Bid: A Bid that does not meet the requirements of the solicitation or cannot be evaluated against the other Bids.

Invitation to Bid: A written solicitation utilized for obtaining competitive offers for Services or Goods.

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: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Must: See "Mandatory".

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

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

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: 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: The person designated to receive communications and to communicate.

Pre-Bid 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 solicitation, 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.

Bid: An offer, bid, or quote submitted by a Contractor/vendor in a response to a written solicitation

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 the solicitation or resultant contract, brought by a Contractor who has timely submitted a Bid response in connection with the award in question, to DAS 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.

Quote: See "Bid".

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

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

Responsive Contractor: A Contractor who has submitted a Bid which conforms to all requirements of the solicitation document.

Shall: See "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.

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.

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 subcontractors 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 Contractor 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 Performance Report: A report completed by the using Agency and submitted to SPB documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor.

Will: See "Mandatory".

Work Day: See "Business Day".

ACRONYM LIST

ACH: Automated Clearing House

ARO: After Receipt of Order

ATA: American Trucking Association

BAFO: Best and Final Offer

BBC: Bumper to Back of Cab

CFM: Cubic Feet per Minute

CT: Cab Trunnion

DAS: Department of Administrative Services

DEF: Diesel Exhaust Fluid

FMCSA: Federal Motor Carrier Safety Administration

FOB: Free on Board

GL: Gallon

GVWR: Gross Vehicle Weight Rating

ITB: Invitation to Bid

LED: Light Emitting Diode

MPH: Miles Per Hour

NDOT: Nebraska Department of Transportation

NIGP: National Institute for Governmental Purchasing

OEM: Original Equipment Manufacturer

PFC: Payroll and Financial Center

POC: Point of Contact

PTO: Power Takeoff

RBM: Resistance Bending Moment

RFI: Request for Information

SPB: State Purchasing Bureau

BBC: Bumper to Back of Cab

RBM: Resistance Bending Moment

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit Bids from qualified Contractors who will be responsible for providing **Truck Tractor Chassis with Tandem Rear Axle** at a competitive and reasonable cost. Terms and Conditions, Contractor Duties, Scope of Work, Bidder instructions, and Technical Specifications may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Solicitation Number: 6307 OF
Name: Christie Kelly
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding Agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

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 POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a Contractor's Bid, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. 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 solicitation	May 20, 2020
2.	Last day to submit written questions	May 27, 2020
3.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 2, 2020
4.	Bid Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	June 9, 2020 2:00 PM Central Time

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "ITB Number 6307 OF; Truck Tractor Chassis with Tandem Rear Axle Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

Solicitation Section Reference	Solicitation Page Number	Question

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

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

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Contractor 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 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.

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

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

G. DEVIATIONS FROM THE ITB

The requirements contained in the solicitation (Sections II through VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the Contractor 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 solicitation, solicitation requirements, or applicable State or Federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF BIDS

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

Contractors should submit one (1) Bid marked on the first page: "ORIGINAL". If multiple Bids are submitted, the State will retain one (1) copy marked "ORIGINAL" and destroy the other copies. The Contractor is solely responsible for any variance between the copies submitted. The address label should be placed on the face of each container or Bid, must reference the ITB number and sent to the specified address in Section I B. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number should be included in all

correspondence. The State will not furnish packaging and sealing materials. It is the Contractor's responsibility to ensure the ITB is received in a sealed envelope or container and received in the SPB by the Bid Opening date and time indicated in the Schedule of Events. No late Bids will be accepted.

The ITB document must be manually signed in an indelible manner (electronic signatures are acceptable) and returned by the Bid Opening date and time along with the Contractor's ITB along with any other requirements as stated in the ITB document in order for the Contractor's ITB to be evaluated.

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

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Contractor'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.

By signing the ITB, the Contractor guarantees compliance with the provisions stated in this ITB.

The State shall not incur any liability for any costs incurred by Contractors in replying to this ITB, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this ITB.

I. BID PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH ITB

Violation of the terms and conditions contained in this solicitation 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 Contractor's Bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; or,
7. Suspension of the Contractor 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.

K. BID CORRECTIONS

A Contractor 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. Changing a Bid after opening may be permitted 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.

L. 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 Contractor and at Contractor's expense. The State is not responsible for Bids that are late or lost regardless of cause or fault.

M. 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 for goods, 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 Contractor, in accordance with the solicitation 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 Contractor will be notified of the release and it shall be the obligation of the submitting Contractor to take further action, if it believes the information should not be released.

N. ITB/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 acceptable);
2. Clarity and responsiveness of the Bid;
3. Completed Sections II through VI;
4. Completed ITB Form or State's Bid Sheet.

O. EVALUATION OF BIDS

All Bids that are responsive to the solicitation will be evaluated based on the following:

Neb. Rev. Stat. § 81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Contractor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible Contractor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident Contractor, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a Bid in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the ITB cover page requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Contractor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the Contractor from consideration of the preference.

P. BEST AND FINAL OFFER

If BAFO's are requested by the State and submitted by the Contractor, they will be evaluated (using the stated BAFO criteria) and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. The award will then be granted to the lowest responsible Contractor. However, a Contractor should provide its best offer in its original Bid. Contractors should not expect that the State will request a BAFO.

Q. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a Bid in response to this solicitation, the Contractor grants to the State the right to contact or arrange a visit in person with any or all of the Contractor's clients. Reference and credit checks may be grounds to reject a Bid, withdraw an Intent to Award, or rescind the award of a contract.

R. AWARD

The State reserves the right to evaluate Bids and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the Bids, or at any point in the solicitation process, the State may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new Bid Opening time;
3. Waive deviations or errors in the State's solicitation process and in Contractor Bids that are not material, do not compromise the solicitation process or a Contractor's Bid, and do not improve a Contractor's competitive position;
4. Accept or reject a portion of or all of a Bid;
5. Accept or reject all Bids;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more Contractors; or,
9. Award one (1) or more all-inclusive contracts.

The State may consider, but is not limited to considering, one or more of the following award criteria:

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

The solicitation does not commit the State to award a contract. Once an Intent to Award decision has been determined, it will be posted to the Internet at:

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

Any protests must be filed by a Contractor within ten (10) business days after the Intent to Award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

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

S. 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 or designee will be the sole judge of equivalency. The Contractor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation 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.

T. ALTERNATE/EQUIVALENT BIDS

Contractor may offer Bids which are at variance from the express specifications of the solicitation. 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. Contractor must indicate on the solicitation 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 Contractor shall be held liable therefore.

U. 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. Contractors 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 Contractor declines to accept award on individual items; a "lump sum" Bid is one in which the Contractor 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.

V. EMAIL SUBMISSIONS

SPB will not accept Bids by email, electronic, voice, or telephone Bids **except** for One-Time Purchases under \$50,000.00.

W. BID TABULATIONS

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

X. 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.

Y. 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.

II. TERMS AND CONDITIONS

Contractors should complete Section II through VI as part of their Bid. Contractor is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Contractor should also provide an explanation of why the Contractor 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 solicitation, Contractor 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 Contractor 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 solicitation. The State reserves the right to reject Bids that attempt to substitute the Contractor's commercial contracts and/or documents for this solicitation.

The Contractor should submit with their Bid any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. Upon notice of Intent to Award, the Contractor 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 Contractor'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 (Initial)	NOTES/COMMENTS:

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

1. ITB and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's Bid;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. 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 solicitation and any Questions and Answers, 4) the original solicitation 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 (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. NOTICE (BUYER'S REPRESENTATIVE)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the SPB Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

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 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; (3) any action to enforce the provisions of this contract must be brought in the State per state law; (4) the person signing this contract on behalf of the State 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.

E. AMENDMENT

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

F. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. 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 Contractor shall prepare a written description of the work required due to the change and 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. In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

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

G. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The SPB may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (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, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a 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.

I. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a 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 OR In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies.

J. NON-WAIVER OF BREACH

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

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

K. SEVERABILITY

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

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

L. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (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 contract, 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 contract to the extent provided by law.

M. ATTORNEY'S FEES

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

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

N. ASSIGNMENT, SALE, OR MERGER

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

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

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

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

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

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 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.

P. FORCE MAJEURE

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

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 man-made 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.

Q. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (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 \$5,000.00.

R. EARLY TERMINATION

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

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 30 calendar days’ 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.

S. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 Subcontractor 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 solicitation 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 solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (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. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than 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.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Contractor (FOB Destination is named in the solicitation). No additional charges will be allowed for packing, packages, or partial delivery costs.

When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and Terms and Conditions submitted in the Bid, once accepted by the State, shall remain fixed and valid commencing on the opening date of the Bid, until an award is made through the first 180 days of the contract, or the solicitation is cancelled.

Any request for a price increase, after the initial term of 180 days, must be submitted in writing to SPB a minimum of 30 days. Documentation will be required by the State to support the price increase.

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

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any Bid where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

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

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.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (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.

J. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (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.

K. CONFLICT OF INTEREST

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

By submitting a Bid, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Bid or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its Bid a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (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 and services 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. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

N. DRUG POLICY

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

The 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.

O. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. § 81-2403 states “[n]o goods or services shall be deemed to be received by an Agency until all such goods or services are completely delivered and finally accepted by the Agency” Standard term is to pay after deliverables and that any alteration of that standard term should be carefully considered and used only when absolutely necessary to accommodate certain critical exceptions, i.e. insurance premiums, etc. that must be paid in advance.)

Neb. Rev. Stat. § 81-2403 states, “[n]o goods or services shall be deemed to be received by an Agency until all such goods or services are completely delivered and finally accepted by the Agency.”

B. TAXES (Statutory)

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

C. INVOICES

Invoices for payments must be submitted by the Contractor to the Agency requesting the services with sufficient detail to support payment. The Terms and Conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (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.

E. PAYMENT (Statutory)

Payment will be made by the responsible Agency in compliance with the State Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

The State’s obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT

The State shall have the right to audit the Contractor's performance of this contract upon a 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.

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

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 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 Contractor must provide the following information in response to this solicitation.

A. SCOPE

It is the intent of this Bid invitation to establish a contract to supply **Truck Tractor Chassis with Tandem Rear Axle** per the attached specifications from date of award for a period of Two (2) years with the option to renew for an additional Two (2) Two (2) year periods when mutually agreeable to the Contractor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the Contractor and the State.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the **Truck Tractor Chassis with Tandem Rear Axle** whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the proposal 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 proposal document. If manufacturer's information necessary to show compliance with these specifications is not attached to the proposal document, the Contractor 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 proposal.

VI. TECHNICAL SPECIFICATIONS

A. BIDDER INSTRUCTIONS

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

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

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

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

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your Bid. Non-compliance to any single specification can void your Bid.
			2. It is the responsibility of Contractors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Contractor.
			3. No interpretation related to the meaning of solicitation specifications or other pre-bid documents will be made orally to any Bidder by the State. Any solicitation interpretation must be put in writing by the Bidder and received at SPB by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed). E-mail questions to SPB at as.materielpurchasing@nebraska.gov
NOTES/COMMENTS:			

C. BASIC SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Tractor should be configured for regional service.
			a. The Tractor is to be used to pull a variety of vocational trailers owned by NDOT.
			b. The Tractor shall be no less than 54,000 Gross Vehicle Weight Rating (GVWR).
			2. Wheel Base:
			a. Shall be set back front axle design.

			b. Minimum 180", maximum not to exceed 200".
			c. Cab to Trunnion shall be appropriate for wheelbase and a minimum of 100".
			3. BBC minimum of 112 inches.
			4. RBM immediately behind cab shall at least 1,375,000 inch pounds.
			5. Front bumper required.
			6. Rear fenders to be quarter type with clearance for tire chains.
			7. Hood and fenders shall be tilt-forward design
NOTES/COMMENTS:			

D. TRANSMISSION AND CLUTCH

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Fuller 10 speed transmission or Equivalent with "C" rating or low end reduction, .
			a. Six (6) bolt and Eight (8) bolt PTO openings.
			2. Synthetic lubricant in transmission.
			3. Clutch shall be minimum 15", double-plate ceramic type.
NOTES/COMMENTS:			

E. SHOCK ABSORBERS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Front shock absorbers required
NOTES/COMMENTS:			

F. AXLES AND SPRINGS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Minimum 14,000 pound rated capacity in front axle with corresponding springs.
			a. Oil Filled, Front Wheel Hubs with Window Required.
			2. Rear assembly shall be single or dual reduction type-tandem with <u>Minimum</u> 40,000 pound rated capacity.
			3. Front and Rear Springs shall meet manufacturer's GVWR requirements.
			a. Front Springs to be of taper leaf design.
			4. Rear suspension shall be Hendricksen Primaxx Air Ride Suspension.
			5. Adequate gear ratios in axles and transmission must be available to achieve cruising speed of approximately 75 MPH.
			6. Axles to be driven by power divider with lockout. Switch to have indicator light.
			7. All axles shall contain synthetic lubricants.
			8. To Include a Suspension dump switch with indicator.
			9. Inter-axle wheel lock. Switch to have indicator light.
NOTES/COMMENTS:			

G. STEERING

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Manufacturer's recommended power steering.
NOTES/COMMENTS:			

H. BRAKES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Service brakes shall be six (6) wheel, full air, with automatic slack adjusters.
			2. Two (2) shoes per wheel, double anchored when brakes are drum type.
			3. Disc, drum or any combination of disc drum acceptable. Specify Type of Brakes Provided: _____
			4. Dust shields required.
			5. Anti-lock brake system four (4) channel required.
			6. Parking Brakes:

			a. On both rear axles.
			b. A spring loaded parking brake system designed to automatically apply parking brakes when pressure in main air reservoir falls below safe pressure with warning signal included.
			7. The compressor shall be a single or two-stage water-cooled type with a Minimum flow of 12 CFM.
			8. Bendix AD-IP dryer or OEM Equivalent Specify Brand of Dryer: _____ Specify Type/ Item # of Dryer: _____
			9. Drain valve system for all air tanks must be conveniently operated from side of chassis.
			10. Tractor shall be equipped with tractor protection air valve and coiled air hoses for trailer hook-up.
NOTES/COMMENTS:			

I. ENGINE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The Engine shall be Diesel, be a minimum of 12.8 Liter actual displacement with a rating of 425 HP and 1450 torque. NO OTHER ENGINE WILL BE ACCEPTABLE without written approval by the NDOT five (5) days prior to Bid Opening.
			2. Vertical Stack and Vertical Muffler Stack shall have a heat shield with 90 degree elbowed exhaust outlet that is a minimum of 12 inches above the top of the cab with least amount of loss CT. Elbowed exhaust outlet must be equivalent material and finished as stack.
			a. Elbowed exhaust outlet must be of equivalent material and finished as Stack.
			3. Temperature controlled fan and fuel/water separator required.
			4. Engine to be equipped with 110 volt AC engine coolant heater:
			a. Male receptacle with cover for electrical wire for engine heater is to be sturdily mounted.
			5. Engine Cold Starting Aid required. May be any of the following: a. Cartridge (to be furnished with warm engine cut off); b. Glow plugs c. Intake grid heater; or, d. Computer engine control or Equivalent Specify Type of Engine Cold Starting Aid: _____
NOTES/COMMENTS:			

J. FILTERS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Includes disposable, Full Flow Oil filter.
			2. Dual Element Air Cleaner required. Donaldson Filtration Solutions or Equivalent. Specify Air Cleaner Brand: _____
NOTES/COMMENTS:			

K. COOLING

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Manufacturer's heaviest duty cooling capacity radiator.
			2. Coolant filter if required by engine manufacturer.
			3. Trucks shall have Ethylene Glycol base antifreeze protection to minimum 34 degrees below zero Fahrenheit.
NOTES/COMMENTS:			

L. FUEL TANKS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Total Fuel Tank capacity shall be a minimum of 150 GL and provided by dual step tanks or side mounted frame tanks of approximately equal capacity. Specify Fuel Tank Capacity: _____
			2. All Fuel Tanks, of any type, shall be regular accessory units as Shown And Listed In the Truck Manufacturer's Data Books.
			3. DEF tank to be mounted on driver's side of truck.
NOTES/COMMENTS:			

M. WHEELS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Eleven (11) 22.5 inch by 8.25 inch steel disc wheels with ten (10) stud, hub-piloted steel disc with 11.25 inch diameter bolt circle.
			2. Wheels should be identical in color, interchangeable and rear wheels and tires must be spaced to permit use of tire chains.
NOTES/COMMENTS:			

N. TIRES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Tires shall be:
			a. Steel belted radials of tubeless type.
			b. 11R22.5 14 ply on rear.
			c. 12R22.5 16 ply on front and spare.
			d. Front tires and spare shall have highway tread.
			e. Rear tires shall have traction tread design.
			2. Tire brands shall be:
			a. Goodyear;
			b. Michelin;
			c. Bridgestone;
			d. Firestone
			e. Continental; or,
			f. General.
			Tires shall carry said company name on sidewalls of tires
			Specify Brand of Tire Being Bid: _____
NOTES/COMMENTS:			

O. CAB

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Air Suspension Cab with locks on doors.
			2. National Brand Model 200 series or OEM Equivalent Seats:
			<p>a. Equivalent Brand/Model bid must be approved by NDOT</p> <p>Specify Brand/Model Being Bid:</p> <hr/>
			b. High back seats with air lumbar support on both driver and passenger sides
			c. Seats to have cloth covering
			d. Seats must have the ability to adjust forwards and backwards on gliders
			e. Seats must be able to provide 6.5 inches of travel.
			f. Seat mounted arm rest outboard to be furnished on both driver and passenger seats.
			i. Molded outboard armrest on front door of truck is acceptable.
			3. Seat mounted armrests, both inboard and outboard, to be furnished on both driver and passenger seats. If outboard arm rest is available by molded arm rest on door of truck, that is acceptable.
			4. Power electric windows on both side windows.
			5. Tinted safety glass in Cab.
			6. Step or Running Board(s) shall be on each side of Cab.
			7. Interior finished to exclude excessive noise and weather.
			8. Exterior and Interior Cab Grab Handles shall be on both sides of truck to facilitate entry into the truck.
			a. Interior Grab Handles are acceptable only if Exterior Grab Handles are not included.
			9. Air Suspension Cab required.
			10. Tilt steering console required.
NOTES/COMMENTS:			

P. COLOR

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Truck will be highway safety yellow
			a. Contractor must provide a color chip for approval.
			2. Paint will be base coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.
NOTES/COMMENTS:			

Q. MIRRORS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Rear vision, rectangular Western Type or OEM mirrors with bright finish housing.
			2. Size 16 inch by 7 inch (approximately 110 square inches).
			3. Mirrors mounted on right and left doors of Cab, extendable to maximum legal width. OEM A pillar also acceptable.
			4. Mirrors to be power adjustable and heated.
			5. Minimum 8-inch convex mirror mounted on right and left side of truck below standard mirror.
NOTES/COMMENTS:			

R. LIGHTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Lights to include halogen high beam headlights with low beam, OEM LED headlights also acceptable, parking light(s), dome light, double tail and stop lights and front and rear directional turn signal lights.
			a. Stop, Tail Turn and Marker lights to be LED.
NOTES/COMMENTS:			

S. CONTROLS AND INSTRUMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. To include key locking ignition switch, headlight, parking light and dome light switches, traffic hazard switch; headlight beam control, and speedometer.
			2. To include voltmeter; oil pressure gauge, fuel gauge, engine temperature gauge, air pressure gauge.

			3.	To Include high beam indicator lights, flashing turn-indicator lights, two (2) sets of keys required per vehicle. Self-canceling turn signal switch on steering column.
			4.	Engine hour meter, tachometer and vacuum restriction gauge for air cleaner are required.
			a.	Filter Minder brand dash mounted vacuum restriction gauge, or Equivalent, is acceptable if a vacuum restriction gauge on dash is not offered by Manufacturer. Specify Brand/Model being bid: _____
			5.	Cruise control system with electronic engine idle control required.
NOTES/COMMENTS:				

T. WINDSHIELD WIPERS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Heaviest duty, dual, electric windshield washer with intermittent capacity to be included.
NOTES/COMMENTS:			

U. ELECTRICAL

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 2 volt System, with a minimum of three (3) batteries included.
			2. Manufacturer's recommended batteries for a diesel engine to be a minimum of 2200 CCA.
			3. Alternator:
			a. Alternator shall be a Delco 28Si, or Equivalent.
			b. Equivalent Brand/Model bid must be approved by NDOT Specify Brand/Model Being Bid: _____
			c. Alternator of a minimum 160 amperes required.
NOTES/COMMENTS:			

V. FIFTH WHEEL ASSEMBLY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Fifth wheel assembly required.
			2. Holland or Fontaine brand Specify Fifth Wheel Assembly: _____
			3. 24 inch adjustable air slide for a two (2) inch pin required.
			4. Height of approximately 8.5 inches.
			5. Cast steel type "A" lock, right side release.
NOTES/COMMENTS:			

W. GENERAL

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Single electric and dual air horns and two (2) padded sun visors included.
			2. Truck manufacturer's recommended outside air intake heater with entire windshield defroster and power outlet on dash.
			3. Manufacturer's standard manually controlled air conditioning.
			4. Seat belts for right and left seats with lap/shoulder retractors.
			5. Factory installed AM/FM radio, preferable with antenna mounted on cowling instead of top of Cab.
			6. Mud flaps must be furnished and mounted as required by FMCSA
			7. Dealer nameplate(s) and sign(s) shall not face to rear of unit.
			8. Truck tractor to be wired with 7-way ATA trailer outlet connection for semi-trailer lights and turn signals.
			9. Coiled electrical line required.
NOTES/COMMENTS:			

X. RADIO FREQUENCY SHIELDING – Caution !!

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The chassis and/or installed components and equipment shall be compatible with use of NDOT mobile and/or two-way communications 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>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.</p>
			<p>3. NDOT will conduct testing of radio/two-way when installed in chassis. NDOT will notify Contractor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis of installed components and equipment. Contractor shall be required to work with NDOT personnel to reduce interference level to a point acceptable to NDOT normal radio operating parameters.</p> <p>Contractor shall have 30 days to resolve radio frequency interference issue.</p>
			<p>4. Contractor 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 Contractor cannot resolve source of radio frequency interference the unit will be sent to and independent accredited lab for testing to ensure SAE and/or ISO Standards compliance. Testing shall be done to SAE and/or ISO standards which were current at date of bid. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the Contractor shall be responsible for all cost incurred for testing.</p>
			<p>5. If, after testing by NDOT and/or accredited lab, the Contractor is unable or unwilling to incur the cost and correct the radio frequency interference issue to the satisfaction of NDOT, all orders And corresponding Contract will be canceled.</p>
<p>NOTES/COMMENTS:</p>			

Y. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The manufacturer's regular warranty certificate will be required with each unit delivered and the warranty shall apply, in all cases, with the following exceptions:</p>
			<p>a. Manufacturer's written warranty including engine, transmission and differential must accompany delivered units.</p>
			<p>b. 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. Warranty delay sheet to be completed by Contractor.</p>
			<p>c. 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, in writing, that it has factory authorized dealers in the State who will provide warranty/service and repair work without undue delay.</p>
			<p>d. It is understood that the bidder accepts the above warranty requirements when offering a bid.</p>
			<p>e. NDOT warranty form to be completed by Contractor. Failure to complete for will result in a \$500.00 deduct.</p>
<p>NOTES/COMMENTS:</p>			

Z. SERVICE

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

AA. MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Owner's/operator's manual must accompany each unit delivered.
			2. Service and Parts manual for chassis and engine. May be in a printed format, CD-ROM, Flash drive or online. If online access will be given free of charge for 12 years.
			3. All manuals must be furnished prior to payment and delivered to Fleet Management, Equipment Data Coordinator.
			4. 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.
NOTES/COMMENTS:			

BB. SPECIFICATION FORM

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. "Specification Form(s)" will be provided by NDOT to the Contractor when a purchase order is issued.
			2. The Contractor will be required to complete the "Specification Form(s)" for each unit, to the fullest extent possible, and must accompany each unit when delivered.
			3. If the Contractor does not properly complete the "Specification Form(s)" for each unit, a sum of \$500.00 per unit will be deducted from the purchase order total.
NOTES/COMMENTS:			

CC. DELIVERY LOCATIONS, INSTRUCTIONS AND PAYMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. After Contractor completes pre-delivery service, Contractor shall deliver the unit to:</p> <p>Nebraska Department of Transportation (NDOT) 5001 South 14th Street Lincoln, NE 68512</p> <p>Delivery between 9:00 am and 3:00 pm Monday through Friday, excluding State and Federal holidays.</p>
			<p>2. Each unit shall be delivered with no less than ten (10) gallons of fuel in tanks.</p>
			<p>3. Contractor must notify NDOT Fleet Management a minimum of 24 hours prior to delivery of units to NDOT Monday through Friday, excluding State and Federal holidays:</p> <p>NDOT Fleet Management contacts are:</p> <p>a. (402) 479-4319 b. (402) 479-4323</p>
			<p>4. Manufacturer's Statement of Origin and other pertinent purchasing documents must accompany the invoice.</p>
<p>NOTES/COMMENTS:</p>			

DD. MOTOR VEHICLE INDUSTRIES REGULATION ACT

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. All Contractors 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. Bid s will only be accepted from Contractors who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.</p>
<p>NOTES/COMMENTS:</p>			

EE. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>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. Contractor shall not impose minimum order requirements.</p>

			2. Estimated Annual Usage 1-2 units.
NOTES/COMMENTS:			

FF. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The Contractor shall, upon request from SPB at any time as determined by the State, provide a Usage Report of this Contract by State Agencies and Political Subdivisions. SPB will determine the reporting period for the Usage report. Information may include:</p> <ul style="list-style-type: none"> a. Agency or Political Subdivision name; b. Item description; c. Item number; d. Item dollar amount; e. Number of orders received; f. Orders processed; g. Back orders; and, h. Partially filled orders.
NOTES/COMMENTS:			

GG. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Delivery desired within 90 days after receipt of order(s).</p> <p>Specify ARO: _____</p>
NOTES/COMMENTS:			

HH. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Orders will be placed through e-mail
			2. 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.
NOTES/COMMENTS:			

II. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Product quality must meet specifications and be consistent for the term of the contract. 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.</p>
			<p>2. A guarantee of satisfactory performance by the Contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this Bid invitation.</p>
			<p>3. 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.</p>
<p>NOTES/COMMENTS:</p>			

JJ. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. To the extent required by the manufacturer, the Contractor shall be an authorized dealer. Contractor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.</p>
			<p>2. 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>NOTES/COMMENTS:</p>			