

# 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	2/18/21	Page	1 of 2
Solicitation Number	6492 OF		
Opening Date and Time	03/12/21	2:00 pm	
Buyer	JULIE DABYDEEN (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 Heated Rubberized Asphalt Crack Sealing Machine, Minimum 225 Gallon Capacity with Heated Hose 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.

MH 2/18/21

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	HEATED RUBBERIZED ASPHALT CRACK SEALING MACHINE 225 GALL  OPTIONAL <del>CRAFCO</del> EZ1000 SERIES II <del>A</del>	3.0000	EA	73,180.00	219,540.00
2	DEDUCT EQUIPMENT SHOP REPAIR MANUAL	3.0000	EA	N/A	N/A
3	DEDUCT EQUIPMENT SHOP PARTS MANUAL	3.0000	EA	N/A	N/A

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: NET % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 60-90 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign

Here  (Authorized Signature Mandatory – Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR#

VENDOR: LOGAN CONTRACTORS SUPPLY INC

Address: 6544 L STREET  
OMAHA NE 68117

Contact Jim Witt

Telephone 402-339-3900

Facsimile 402-597-0694

Email Jim@LoganContractors.com

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	DEDUCT ENGINE PARTS MANUAL	3.0000	EA	<u>N/A</u>	<u>N/A</u>
5	DEDUCT FOR NO TRAILER MOUNT AIR COMPRESSOR W/HOSE & REEL	3.0000	EA	<u>(14,180.00)</u>	<u>(42,540.00)</u>
6	DEDUCT FOR NO HEATED HOSE ENCLOSURE AS SEEN IN E.2.A	3.0000	EA	<u>BIDDING AS</u>	<u>SEPERATE MACHINE</u>
7	110 VOLT, HEATING ELEMENTS FOR OVERNIGHT HEATING W/CONTROLS	3.0000	EA	<u>302.00</u>	<u>906.00</u>
8	PRICE FOR ADDITIONAL HEATED HOSE W/SLEEVE	3.0000	EA	<u>1785.00</u>	<u>5355.00</u>

## INVITATION TO BID

Number 6492 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a commodity contract, ITB Number 6492 OF for the purpose of selecting a qualified Contractor to provide **Heated Rubberized Asphalt Crack Sealing Machine, Minimum 225 Gallon Capacity with Heated Hose**. The resulting Contract ("Contract") may not be an exclusive contract and the State reserves the right to contract for the same or similar Goods from other sources now and in the future.

The term of the Contract Will be two (2) year(s) commencing upon execution of the Contract by the State and the Awarded Contractor(s). The Contract includes the option to renew for two (2) additional two (2) year period(s) upon mutual agreement of the Parties. The State reserves the right to extend the period of this Contract beyond the Termination date when mutually agreeable to the Parties.

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

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

### PUBLIC POSTING NOTICE:

Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.01 to 84-602.04) and in furtherance of public records statutes (Neb. Rev. Stat. § 84-712 et seq.), State contracts, must be posted to a public website. The resulting Contract, the ITB, and the successful Bidder's entire bid and response Will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov> & [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php)

If the Bidder wishes to withhold proprietary or other commercial information from disclosure, the Bidder must do the following:

- a. Identify the Proprietary Information;
- b. Mark the Proprietary Information; and
- c. Submit the Proprietary Information in a separate container or envelope marked clearly using an indelible method with the words "PROPRIETARY INFORMATION".  
The mere assertion that information is proprietary or that a speculative Business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.  
The State may require a Bidder to submit more information, including, but not limited to, a detailed explanation as to how and why the designated information is proprietary.

The State Will determine, in its sole discretion, if the disclosure of the designated Proprietary Information would:

- a. Give advantage to Business competitors; and
- b. Serve no public purpose.

Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State Will consider all information a public record subject to disclosure.

In the event that disclosure of Proprietary Information is ordered or requested, it Will be the Bidder's responsibility to assert and defend the non-disclosure.

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

Any entity Awarded a contract or submitting a bid or response to the ITB agrees not to sue, file a claim, or make a demand of any kind, and Will indemnify and hold harmless the State and its employees, volunteers, Agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the ITB, Awards, and other documents.

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## GLOSSARY OF TERMS

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

**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.

**Bid:** The offer submitted by a Bidder in a response to a written ITB.

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

**Bidder:** A contractor who submits an offer bid in response to a written ITB.

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

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

**Catalog/Non-Core:** A printed or electronic list of products a Contractor may provide at a discounted rate or discount off list price to the State, that serves as a benchmark for percent of discounts. Initial contract Award(s) is not based on Catalog/Non-Core items.

**Contractor:** An individual or entity lawfully conducting Business in the State, or licensed to do so, who provides Goods or Services to the State under the terms of a written ITB.

**Core List:** Items specifically listed on the ITB upon which a bid is evaluated for Award.

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

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

**Evaluation Committee:** Individual(s) selected by the requesting Agency for the Evaluation of bids (offers made in response to written ITB's).

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

**Free on Board (FOB) 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 (FOB) 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.

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

**Invitation to Bid (ITB):** A written ITB utilized for obtaining competitive bids for Goods.

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

**Non-core:** See Catalog.

**Opening Date and Time:** Specified date and time for the public opening of properly received bids both in electronic and paper form.

**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.

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

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

**Price List:** A printed or electronic list of item pricing, also known as the manufacturer's suggested retail price (MSRP), or the recommended retail price (RRP), or the suggested retail price (SRP).

**Protest/Grievance:** A complaint about a governmental action or decision related to an ITB or resultant contract, brought by a Bidder who has submitted a bid response by the Opening Date and Time in connection with the Award in question, to AS Materiel Division or

another designated Agency with the intention of achieving a remedial result.

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

**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 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.

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

**Vendor:** An individual or entity lawfully conducting Business in the State.

**Vendor Performance Report:** A report that documents good and bad performance. (See Contractor and Procurement Manual).

## ACRONYM LIST

**ACH** – Automated Clearing House  
**ARO** – After Receipt of Order  
**BAFO** – Best and Final Offer  
**BTU**: British Thermal Unit  
**CFM**: Cubic Feet per Minute  
**COI** – Certificate of Insurance  
**DAS** – Department of Administrative Services  
**FOB** – Free on Board  
**GPM**: Gallons Per Minute  
**ITB** – Invitation to Bid  
**NDOT** - Nebraska Department of Transportation  
**PA** – Participating Addendum  
**POC**: Point of Contact  
**SPB** – State Purchasing Bureau



## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The ITB is designed to solicit bids from qualified Bidders who Will be responsible for providing **Heated Rubberized Asphalt Crack Sealing Machine, Minimum 225 Gallon Capacity with Heated Hose** at a competitive and reasonable cost.

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

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

Procurement responsibilities related to this ITB reside with State Purchasing Bureau. The Point of Contact (POC) for the procurement is as follows:

ITB#: 6492 OF  
Name: Julie Dabydeen  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
  
Telephone: 402-471-6500  
  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

From the ITB Release Date until the Intent to Award is issued, communication is limited to the POC listed above. The recipient of an Intent to Award may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No employee of the State or member of the Evaluation Committee is empowered to make binding statements regarding this ITB. The POC Will issue any answers, clarifications, or Amendments regarding this ITB in writing. Only the SPB can Award a commodity contract. Communication or attempts to communicate with or influence any evaluator involved in this ITB is not allowed.

Notwithstanding the above paragraph, the communication is permitted in the following circumstances::

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

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

**C. SCHEDULE OF EVENTS**

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

ACTIVITY		DATE/TIME
1.	Release ITB	February 19, 2021
2.	Last day to submit written questions. Questions must be submitted via Share File: <a href="https://nebraska.sharefile.com/r-r7232ea94e7fa46e48802d5d8f961a29f">https://nebraska.sharefile.com/r-r7232ea94e7fa46e48802d5d8f961a29f</a>	February 28, 2021
3.	State responds to written questions through ITB Addendum and/or Amendment to be posted to the Internet at: <a href="https://das.nebraska.gov/materiel/purchasing.html">https://das.nebraska.gov/materiel/purchasing.html</a>	March 03, 2021
4.	Proposal Opening  Electronic submissions to be submitted via ShareFile at the following link: <a href="https://nebraska.sharefile.com/r-r5368e5139a0e4b7d81d5a1b1007d5660">https://nebraska.sharefile.com/r-r5368e5139a0e4b7d81d5a1b1007d5660</a>  Topic: 6492 OF BID OPENING Time: March 12, 2021 02:00:00 PM Central Time (US and Canada)  Join Zoom Meeting <a href="https://us02web.zoom.us/j/82952369432?pwd=S20rdnByZGJmeUZxcjNsNkZYd1BHdz09">https://us02web.zoom.us/j/82952369432?pwd=S20rdnByZGJmeUZxcjNsNkZYd1BHdz09</a> Meeting ID: 829 5236 9432 Passcode: 383928  <u>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.</u>	March 12, 2021 2:00 PM Central Time
5.	Review for conformance with bid requirements	March 12, 2021

**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 6492 OF; **Heated Rubberized Asphalt Crack Sealing Machine, Minimum 225 Gallon Capacity with Heated Hose**". POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

The following link via ShareFile Questions shall be uploaded:  
<https://nebraska.sharefile.com/r-r7232ea94e7fa46e48802d5d8f961a29f>

It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

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

**E. RECYCLING (§ 81-15,159(d)(2))**

Preference Will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference Will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (§ 21-2,203 Statutory)**

All Contractors must be authorized to transact Business in the State and comply with all Nebraska Secretary of State registration requirements. The Bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produced a true and exact copy of its current (within ninety (90) Calendar days of the intent to Award) Certificate of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Secretary of State website at <https://sos.nebraska.gov/business-services/explanation-us-citizen-attestation-form> . This must be accomplished prior to execution of the contract.

**G. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an Award or intent to Award, or terminate a contract if a Contractor commits or has committed an ethical violation, which includes, but is 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 ITB process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the ITB 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; and
5. Colluding with any person or entity to influence the ITB process, submitting sham bids, precluding bidding, fixing pricing or costs, creating an unfair advantage, subverting the bid, or prejudicing the State.

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

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

The requirements contained in the ITB become a part of the terms and conditions of the Contract resulting from this ITB. Any Deviations from the ITB must be clearly defined by the Bidder in its bid and, if accepted by the State, Will become part of the Contract. Deviations must not be in conflict with the basic nature of the ITB, requirements or applicable state or federal law. The State discourages Deviations and reserves the right to reject proposed Deviations.

**I. SUBMISSION OF BIDS**

The State is accepting only electronically submitted responses for this ITB.

It is the Bidders responsibility to ensure the bid is submitted and received by the date and time indicated in the Schedule of Events. All electronic bids must be received by the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. **No late bids will be accepted.**

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

The Invitation to Bid form must be manually signed in an indelible manner or by DocuSign and returned by the bid opening date and time along with the bidder's Invitation to Bid and any other requirements as stated in the Invitation to Bid document in order for the bidder's Invitation to Bid response to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to this Invitation to Bid 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 bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-responsive.

By signing the Invitation to Bid, the contractor guarantees compliance with the provisions stated in this ITB.

SUBMITTING ELECTRONIC RESPONSES:

1. Bidders submitting electronically can upload the response via ShareFile here:
  - a. <https://nebraska.sharefile.com/r-r5368e5139a0e4b7d81d5a1b1007d5660>
  - b. Note to Bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible.
  - c. **To upload files:** click the link, enter email address, First Name, Last Name and Company and click Continue
2. The ITB, Cost Sheet (if applicable) and Proprietary Information (if applicable) should be uploaded as separate and distinct files. If multiple bids are submitted, the State will retain only the most recently submitted response.
3. **ELECTRONIC PROPOSAL FILE NAMES**  
The bidder should clearly identify the uploaded ITB bid files. To assist in identification please use the following naming convention:
4. ITB 6492 OF ABC Company
5. If multiple files are submitted for one ITB bid, add number of files to file names: ITB 6445 OF ABC Company File 1 of 2.
6. If multiple ITB bids are submitted for the same ITB, add the bid number to the file names: ITB 6492 OF ABC Company Proposal 1 File 1 of 2.

**J. BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders responding to this ITB, including but not limited to, costs associated with the submission of the bid, Pre-Bid Conferences, oral presentations, and or demonstrations.

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

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

1. Rejection of a Bidder's bid;
2. *Withdrawal of the Intent to Award*;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension from further bidding

**L. BID CORRECTIONS**

A Bidder may correct a mistake in a bid prior to the time of bid opening date and time per the Schedule of Events by giving written notice to the State. A Bidder may withdraw the bid for modification or 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.

**M. BID OPENING**

Anyone may attend the bid opening. The Buyer Will read the names of the responding Bidders. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids to 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.

**N. INVITATION TO 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 ITB form signed using an indelible method (DocuSign is acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. Completed ITB or State's Cost Sheet.

**O. EVALUATION COMMITTEE**

Bids are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) Will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) Will not be published prior to the intent to Award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this ITB may result in the rejection of this bid and further administrative actions.

**P. EVALUATION OF BIDS**

All bids that are responsive to the ITB Will be evaluated based on the following:

1. Cost proposal

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid ITB's in determining the lowest responsible Bidder. Neb. Rev. Stat §81-161 states, "All purchases, leases, or contracts which by law are required to be based on competitive bids shall be made to the lowest responsible Bidder, taking into consideration the best interests of the state, the quality or performance of the personal property proposed to be supplied, its conformity with Specifications, the purposes for which required, and the times of delivery. In determining the lowest responsible Bidder, in addition to price, the following elements shall be given consideration:**

- (a) The ability, capacity, and skill of the Bidder to perform the contract required;

- (b) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
  - (c) Whether the Bidder can perform the contract within the time specified;
  - (d) The quality of performance of previous contracts;
  - (e) The previous and existing compliance by the Bidder with laws relating to the contract;
  - (f) The life-cycle costs of the personal property in relation to the purchase price and specific use of the item;
  - (g) The performance of the personal property, taking into consideration any commonly accepted tests and standards of product usability and user requirements;
  - (h) Energy efficiency ratio as stated by the Bidder for alternative choices of appliances or equipment;
  - (i) The information furnished by each Bidder concerning life-cycle costs between alternatives for all classes of equipment, evidence of expected life, repair and maintenance costs, and energy consumption on a per-year basis;
  - (j) The results of the United States Environmental Protection Agency tests on fleet performance of motor vehicles. Each Bidder shall furnish information relating to such results; and
  - (k) Such other information as may be secured having a bearing on the decision to Award the contract.
- (2) Any appliance purchased or leased pursuant to this section shall be energy star certified, except that the material administrator may exempt the purchase or lease of an appliance from this subsection if he or she determines that the cost of compliance would exceed the projected energy cost savings.
- (3) All political subdivisions may follow the procurement principles set forth in this section if they are deemed applicable by the official authorized to make purchases for such political subdivision.
- (4) For purposes of this section, energy star certified means approval of energy usage by the United States Environmental Protection Agency and the United States Department of Energy. Such approval May be signified by the display of the energy star label."

Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to ITB's 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 Bidder, 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, 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 under "Contractor must complete the following" 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.

**Q. PRESENTATIONS AND/OR DEMONSTRATIONS**

The State may determine that presentations and/or demonstrations are required prior to Award. Oral presentations and/or demonstrations provide the Bidder an opportunity to demonstrate compliance with Specifications and performance. Not every Bidder Will be given an opportunity to present and/or give demonstrations. The State reserves the right to determine which Bidders Will be provided the opportunity to present/give demonstrations. The presentations and/or demonstrations may be used for Award(s) determination. Only Representatives of the State and the presenting Bidder Will be permitted to attend the presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the Bidder. The State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or Amend their Bids.

Once the presentations and/or demonstrations have been completed, the State reserves the right to make an Award without any further discussion with the Bidders regarding the bids received.

Any cost incidental to the presentations and/or demonstrations shall be borne entirely by the Contractor and Will not be compensated by the State.

**R. BEST AND FINAL OFFER**

Bidder Should provide its best offer with the original bid response and Should not expect the State to request a BAFO. Every Bidder may not be given the opportunity to submit a BAFO. If a BAFO is requested by the State and submitted by the Bidder, it 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. If requested by the State, the BAFO must be submitted on the BAFO cost form. Failure to submit a requested BAFO may result in rejection of the Bidder's entire bid response.

**S. 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 ITB, the Bidder grants to the State the right to contact or arrange a visit in person with any and all of the Bidder's current or former clients. Reference and credit checks may be grounds to reject a bid, or withdraw an intent to Award.

**T. AWARD**

In addition to Award considerations provided in Neb. Rev. Stat. §81-161 provided in Section "Evaluation of Bids," 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. Items listed as Optional Will not be considered as part of the Evaluation. After Evaluation of the bids, or at any point in the ITB process, the State of Nebraska may take one or more of the following actions:

1. Amend the ITB;
2. Extend the time of or establish a new bid opening time;
3. Waive Deviations or errors in the State's ITB process and in Bidder's submitted bid that are not material, do not compromise the ITB process or a Bidder's bid submission, and do not improve a Bidder's competitive position;
4. Accept or reject a portion of or all of a bid;
5. Accept or reject all bids;
6. Withdraw the ITB ;
7. Elect to rebid the ITB;
8. Award single lines or multiple lines to one or more Bidders; or,
9. Award one 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. Bidder qualifications and capabilities;
6. State Contract Management requirements and/or costs; and,

The ITB does not commit the State to Award a contract. Once 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 Bidder within ten (10) Business days after the intent to Award decision is posted. Grievance and Protest Procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

#### U. DISCOUNTS

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

#### V. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Contractor, FOB Destination named in the ITB. 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 shall remain fixed and valid commencing on the opening date of the bid until an Award is made or the ITB is cancelled.

Prices submitted on the ITB cost bid form, once accepted by the State, shall remain fixed for the first 180 days of the contract. Any request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to effective date. Documentation may be required by the State to support the price increase

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State agencies prior to written Amendment of the Contract by the parties. If during the life of the Contract, the Contractor requests to substitute an item that meets or exceeds the original Specifications and the cost is higher, the State may accept or reject the price change.** If the State does not agree to the requested price change, the Contract may be immediately terminated by the State. 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.

**\*\*\*Contractor Will not substitute any item that has been Awarded without prior written approval of SPB\*\*\***

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

#### W. 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.

#### X. SPECIFICATIONS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference only (unless otherwise stated) and not intended to limit competition, but Will be used as the standard by which equivalent material offered Will be judged. The Materiel Administrator Will be the sole judge of equivalency. The Contractor may offer any brands which meets or exceeds the specification. The ITB Will state if a specific product or brand is required. 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.

#### Y. SAMPLES

When requested, samples Should be furnished at the Contractor's expense prior to the opening of the bid, unless another time is specified. Each sample Should be labeled clearly, and identify the Contractor's name, the ITB number, item number, and the brand and model number, if applicable. Samples submitted must be the Commodities or equipment which would be delivered if Awarded the bid. The State reserves the right to request samples even though this may not have been set forth in the ITB. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Contractor wishes to have the sample returned, it Will be returned upon request by Contractor at the



Contractor's expense. The sample Will not be returned until thirty (30) Calendar days after any bid Protest or, the execution of a contract. The Contractor shall have ten (10) Calendar days to arrange for the return of the sample to the Contractor following any of the above dates. If no request from the Contractor is received within the above dates, the State reserves the right to use, donate, or surplus the samples in accordance with the State's policies.

**Z. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer Bids that vary from the Specifications of the ITB. The State reserves the right to consider and accept such Bids if, in the judgment of the Materiel Administrator, the Bid Will result in Goods equivalent to or better than those that would be supplied in the original Bid Specifications. Contractor must indicate on the ITB the brand's name and item 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.

**AA. LUMP SUM OR "ALL OR NONE" BIDS**

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

**BB. BID TABULATIONS**

Proposal tabulations are available on the website at:  
[https://www.nebraska.gov/das/materiel/purchasing/bid\\_tab\\_search/consearch.cgi](https://www.nebraska.gov/das/materiel/purchasing/bid_tab_search/consearch.cgi)

**CC. 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.

**DD. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident 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. 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.

A resident Bidder means any person, partnership, association, or Foreign or domestic corporation authorized to engage in Business in the State of Nebraska and who shall have met the residency requirement of the state of the non-resident Bidder, necessary for receiving the benefit of that state's preference law on the date when any Bid for a public contract is first advertised or announced, or shall have a bona fide establishment for doing Business with the state for the length of time established by the state of the non-resident Bidder, necessary for receiving the benefit of that state's preference law on the date when any Bid for public contract is first advertised or announced.

Bids which are equal in all respects and tied in price shall be resolved by drawing lots. Nebraska Vendors shall be given preference. Tie Bids involving more than one Nebraska Vendor shall be resolved by drawing lots among the Nebraska Vendors.

**II. TERMS AND CONDITIONS**

**Bidders Should complete Sections II through VI as part of their Bid.** Bidder Should read the Terms and Conditions and initial either accept, reject, or reject and provide alternative language for each clause. The Bidder Should also provide an explanation of why the clause was rejected and alternative language provided. By signing the ITB, Bidder is agreeing to be legally bound by all the accepted terms and conditions, and if agreed to by the State in writing, any proposed alternative terms and conditions submitted by the Bidder with the Bid. The State reserves the right to reject or negotiate Bidder-rejected or proposed alternative language.

**If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the Bid. The State reserves the right to reject Bids that attempt to supplement or substitute the Bidder's terms and conditions, commercial contracts, or documents for this ITB.**

Bidders must submit with their Bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. The State Will not consider incorporation of any document not submitted with the Bidder's Bid. These documents shall be subject to negotiation and Will be incorporated as an Addendum if agreed to by the Parties. If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

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

**A. GENERAL**

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

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

1. ITB and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Bidder's submitted Bid (ITB and properly submitted documents);
5. The executed contract signature page(s), which may include Contract deliverables and contracted pricing, and Addendum One o Contract, if applicable; and,
6. Amendments/Addendums to the Contract

The above listed 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/Addenda to the Contract after the Contract has been executed with the most recent dated Amendment/addenda having the highest priority, 2) the executed contract signature page; 3) Addendum One to Contract, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda, and 6) the Bidder'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 of Nebraska.

**B. NOTIFICATION**

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by USPS mail, postage prepaid, return receipt requested, to the parties at their respective addresses, or at such other addresses as may be specified in writing by either of the parties. The Contractor Should send notices to the Buyer listed in Section I. B. The State Will send notices to the Authorized Contact provided on the ITB form. 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. BUYER'S REPRESENTATIVE/CONTRACT MANAGER**

The State reserves the right to appoint a Buyer's Representative to manage or assist the 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 required 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**

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 only by a written amendment agreed to by both parties and within the scope of the Contract.

**F. CHANGE ORDERS**

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

The State and the Contractor, upon written agreement, may make changes to the contract within the general scope of the ITB . Changes may involve Specifications, the quantity of work, or such other items as the State may find

necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The 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. The Contractor may requests to substitute a similar item that meets the original Specifications or better. The State may accept or reject, in the sole discretion of the State, the requested substitute.

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.

**G. VENDOR PERFORMANCE REPORT(S)**

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

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 ITB Specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor Performance Report(s) Will become a part of the permanent record of the Vendor and may be used in determining whether to award future bids to the Contractor.

**H. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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 within ITB Response (Initial)	NOTES/COMMENTS:
JW			

Either Party may terminate the contract, in whole or in part, if the other Party Breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of Default and a thirty (30) Calendar day (or longer at the non-Breaching Party's discretion) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. In case of Default of the Contractor,

the State may contract the product from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In case of Breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased Goods in substitution of those due from the Contractor. The State may recover from the Contractor as damages the difference between the costs of covering the Breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's Breach.

The State's failure to make payment shall not be a Breach, and the Contractor shall retain all available Statutory remedies and protections, including, but not limited to, charging interest to the State (Refer to Nebraska Prompt Pay Act).

**J. NON-WAIVER OF BREACH**

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

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. Allowing time to cure a Breach of contract does not waive the State's right to terminate the contract for the same or different contract Breach which may occur at a different time.

**K. SEVERABILITY**

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

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 within ITB Response (Initial)	NOTES/COMMENTS:
JW			

**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 third party 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. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including Subcontractors and their employees, provided by the Contractor.

**3. SELF-INSURANCE**

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 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§81-8,294), Tort (§81-8,209), and Contract Claim Acts (§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.

4. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the Statutory authority of the Attorney General.

**M. ATTORNEY'S FEES**

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

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 within ITB Response (Initial)	NOTES/COMMENTS:
JW			

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 STATE POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

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

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

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be Amended between and for the other states, agencies, or divisions of other states or upon mutual consent of the parties to that contract. The terms and conditions of this Contract shall not be Amended or affected due to any contractual relationship between the Contractor and a third party using this Contract. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**P. FORCE MAJEURE**

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

Neither Party shall be liable for any costs or damages, or for Default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant 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. COVID-19 and other pandemics shall not be considered a Force Majeure Event unless agreed to by both parties in writing.

**Q. CONFIDENTIALITY**

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

Except as provided herein or by law, 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 . 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.

**R. EARLY TERMINATION**

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

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, in its sole discretion, may terminate the contract for any reason upon thirty (30) Calendar day's written notice to the Contractor. Such Termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of Termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a) if directed to do so by statute;
  - b) Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of Business;
  - c) a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d) fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e) an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) Calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f) a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g) Contractor intentionally discloses Confidential Information;
  - h) Contractor has or announces it Will discontinue support of the deliverable; and,
  - i) In the event funding is no longer available.
  - j) A request for a price increase or substitution is not accepted by the State per Section I. X. Prices

**S. CONTRACT CLOSEOUT**

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

Upon Termination of the contract for any reason the Contractor shall within thirty (30) Calendar 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 Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; 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 personal property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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 POC regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform 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.

All personnel assigned by the Contractor to the contract 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 ensure that the terms and conditions contained in any contract with a Subcontractor do 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**

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

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 Department of Administrative Services website
2. The completed United States Attestation Form Should be submitted with the ITB response.
3. If the Contractor indicates on such attestation form that they are 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.
4. 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 State 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 to 48-1125). The Contractor guarantees compliance with the State 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 and Services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

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

Contractor may be required to work with or in close proximity to other Contractors or individuals that may be working on 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. CONTRACTOR CUSTOMER SERVICE**

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

In addition to any specified requirements contained in this contract, the Contractor agrees and understands that satisfactory customer service is required. Contractor Will develop or provide technology and Business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Sub-Contractors, and Agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes

**F. PERMITS, REGULATIONS, LAWS**

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

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 execution 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.

**G. ANTITRUST**

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

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

**H. CONFLICT OF INTEREST**

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

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

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which Will conflict in any manner or degree with the performance of its Goods and Services hereunder or which creates an actual or an appearance of conflict of interest.

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

The Parties shall not knowingly, for a period of two (2) years after execution of the contract, recruit or employ any employee or Agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**I. STATE PROPERTY**

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

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

**J. SITE RULES AND REGULATIONS**

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

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

**K. ADVERTISING**

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

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 or 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.

**L. DISASTER RECOVERY/BACK UP PLAN**

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

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.

**M. DRUG POLICY**

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

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.

**N. WARRANTY**

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

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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State 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. PAYMENT**

Payment Will be made by the responsible party within forty-five (45) Calendar days after the Goods have been received and accepted by the State. 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 or 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 Goods or Services.

**B. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

No Goods or Services shall be paid for until they are received by the Agency. Goods and Services are deemed to be received by an Agency only after such Goods or Services are completely delivered and finally accepted by the Agency.

**C. LATE PAYMENT (Statutory)**

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

**D. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this ITB. A Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 may be found here [https://das.nebraska.gov/accounting/forms/Form13\\_completed.pdf](https://das.nebraska.gov/accounting/forms/Form13_completed.pdf). Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**E. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the Agency requesting the products with sufficient detail to support payment. Any terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties and any such terms and conditions shall not be binding on 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.

**F. INSPECTION AND APPROVAL**

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

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

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative Appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State Will give the Contractor written notice thirty (30) Calendar days prior to the effective date of Termination. All obligations of the State to make payments after the Termination date Will cease. The Contractor shall be entitled to

receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the Termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' 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. Under no circumstance Will the 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 the Contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or conditions as a result of the audit and caused or are related to the overpayment.



## V. SCOPE OF WORK

### A. SCOPE

It is the intent of this Invitation To Bid to establish a contract to supply **Heated Rubberized Asphalt Crack Sealing Machine, Minimum 225 Gallon Capacity with Heated Hose** per the attached Specifications from date of Award for a period of two (2) years with the option to renew for two (2) additional 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 Bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the **Heated Rubberized Asphalt Crack Sealing Machine, Minimum 225 Gallon Capacity with Heated Hose** 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 Should be included with the Bid for the IDENTICAL items proposed. Any information necessary to show compliance with these Specifications not given on the manufacturer's descriptive literature and/or advertising data sheets Should be supplied in writing on or attached to the Bid document. If manufacturer's information necessary to show compliance with these Specifications is not attached to the Bid document, the Contractor Will be required to submit requested information within three (3) Business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the Bid.

**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 an 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 for an Award.

"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	
JW			1. Read these Specifications carefully. Any and all exceptions to these Specifications must be written on or attached to Bid response. Any noncompliance may void your Bid. Non-compliance to any single Specification can void your Bid.
JW			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
JW			3. No interpretation related to the meaning of Bid Specifications or other Pre-Bid documents Will be made orally to any Bidder by the State. Any request for Bid interpretation must be put in writing and submitted to: the State Purchasing Bureau per the Schedule of Events.
NOTES/COMMENTS:			

**C. MELTING VAT SYSTEM**

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Mixing/holding tank shall be of double boiler construction
JW			2. Minimum material tank capacity of 225 gallons
JW			3. Minimum ten (10) gauge steel vat
JW			4. 50 to 550 degree Fahrenheit dial stem or digital thermometer
JW			5. Full length agitator with dual blades or auger system to break up and blend material. Surrounded by minimum 12 gauge steel oil jacket

JW			6. Hot oil expansion tank required
JW			7. The heating jacket will have a 50-550 degree Fahrenheit dial stem or digital thermometer
JW			a. Oil filler cap and dipstick
JW			b. Insulated by minimum two (2) inches of fiberglass or one inch of ceramic
JW			c. Insulation encased in a minimum 22-gauge shell
JW			8. Anti-Splash or safety loading chute(s) with a minimum 250 square inch opening required
NOTES/COMMENTS:			

**D. HEATING SYSTEM**

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Diesel fueled by minimum 271,000 BTU burner.
JW			2. Capable of melting rubberized asphalt at the minimum rate of about 200 gallons per hour or 1,700 pounds per hour after initial heat-up.
JW			3. Burner chamber shall have minimum 5000 square inch heat transfer area that exhausts to vertical stack with rain cover(s), and have heat transfer efficiency rating of at least 94 percent.
JW			4. Burners will be equipped with a fully automatic thermostatic oil temperature control system with a pressure regulator and gauge.
JW			5. Outfire shutoff valve and a built-in self-contained, electric ignition system.
JW			6. All unit controls will be in a weather tight lockable box.
NOTES/COMMENTS:			

**E. SEALANT AND APPLICATOR SYSTEM**

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Sealant will be circulated and delivered through a hydraulically driven minimum 12 GPM pump or a 6 GPM pump if "pump on demand" system is used.
JW			a. Pump shall be mounted external of material tank and within heated enclosure. Pump on demand may be mounted internally in tank.
JW			2. Unit is to be equipped with electrically heated hose.
JW			a. Unit shall have heated enclosure to provide storage and provision for using a non-heated hose as various conditions and operations occur.

JW			3.	Sealant delivery hose shall allow for a 14 foot working radius from the rear center of the machine.
		JW	4.	Continuously heated by 110 volt or 12 volt electrically heated hose and Trigger control wand. If trigger control wand is not being furnished please specify alternative in the "NOTES/COMMENTS" section.
JW			a.	Rated for minimum 500 degree Fahrenheit temperature.
JW			b.	Steel braided with Teflon lining or Equivalent.
JW			c.	Protected by separate hose sheath.
JW			5.	Pressure regulating device to regulate pressure from applicator nozzle to be included. If "pump on demand" system is not included please specify in the "NOTES/COMMENTS" section.
JW			a.	Boom, which swings or pivots that supports the application hose is required.
<p>NOTES/COMMENTS: 5. MATERIAL FLOW / PRESSURE IS CONTROLLED BY A BALL VALVE ON THE WAND &amp; RECIRCULATION VALVE 4. HOSE IS HEATED BY 24VAC</p>				

F. ENGINE AND DRIVE

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Diesel, minimum of 19 horsepower.
JW			2. 12 volt electric start.
JW			3. Battery, Alternator, and rainproof Muffler(s)
JW			4. Power transmitted through hydraulic pumps and motors in such a fashion that pump and agitator can be operated together or separately in either forward or reverse rotation.
JW			5. Hourmeter connected to engine is required.
JW			6. A 25-gallon diesel fuel tank for engines and burners required.
JW			7. Liquid cooled engines will be protected to minimum 34 degrees below zero Fahrenheit with ethylene glycol solution.
JW			8. Engine cover required.
<p>NOTES/COMMENTS:</p>			

G. TRAILER UNIT

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Dual axles with minimum 5200 pound rating, adequate suspension to meet weight requirements for fully loaded machine.
JW			2. Steel disc wheels desired.
JW			3. Electric brake system required.

JW			a.	12 inch x 2-inch brakes on both axles with safety breakaway.
JW			b.	Each axle shall be wired to an individual circuit breaker. Circuit breakers may be dealer installed.
JW			c.	A 12-volt break away safety switch with necessary electrical wiring shall be included at front of tongue.
JW			d.	Brake system shall be D.O.T. compliant for the State.
JW			e.	Tires shall be of adequate size and load range to meet GVWR rating of trailer, State size and load range of tire to be provided in the comment line.
JW			4.	Tires should be Bridgestone, Goodyear, BF Goodrich, Michelin, Firestone, General, Titan or Uniroyal and carry said brand name.  If manufacturer cannot furnish the above brand name tires please specify Brand Bidding in the "NOTES/COMMENTS" section.
JW			5.	Fenders, license plate bracket required.
JW			6.	Running lights conforming for Federal requirements.
JW			7.	Three (3) inch towing eye with height adjustments approximately 20 to 30 Inch from grade in about two inch increments.
JW			8.	Adjustable tongue jack with caster.
JW			9.	Frame fabricated to adequately support the machine.
JW			10.	Safety chains with hooks and retaining ability from trailer to pulling unit are required.
JW			11.	Electrical connector to be 12-volt 7 blade RV type from trailer to towing vehicle.
JW			12.	Trailer unit to have mounted rotary vane or rotary screw type air compressor.
JW			a.	Compressor to have minimum 100 CFM and 100 psi rating.
JW			b.	50 foot hose on an integrated retracting hose reel shall be supplied. Hose reel should be placed in a suitable and convenient location.
NOTES/COMMENTS: 3.E. ST225/75 R15 TUBELESS TIRES (LOAD RANGE D)				

**H. NOISE LEVEL**

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Machine decibel level per SAE
JW			c. Specify SAE decibel level under full load in operator's position.  97
JW			d. Specify SAE decibel level under full load in bystander's position at 7.5 meters from rear of unit.  93
NOTES/COMMENTS:			

I. MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Operator's manual must accompany each unit delivered.
JW			2. Equipment shop repair manual is required with each unit delivered.
JW			3. Equipment parts manual is required with each unit delivered.
JW			4. Engine shop repair manual is required with each unit delivered.
JW			5. Engine parts manual is required with each unit delivered.
JW			6. Failure to deliver required manuals with each unit to the Fleet Management, Equipment Data Coordinator may result in an underpayment of ten percent (10%) of purchase order total. When all manuals are delivered, if payment to the Vendor has been made with underpayment applied, the underpayment amount of ten percent (10%) will be remitted to the Vendor.
NOTES/COMMENTS:			

J. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. The bidders will submit with their Bid a list of any special tools they will furnish with each machine.
JW			2. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
JW			3. Dealer pre-delivery service required.
JW			4. Manufacturer's Standard Color should be indicated in bid (black is preferred). Unit will be primed prior to final coat.
NOTES/COMMENTS: J.4. <del>RED</del> BLACK			

K. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Manufacturer's usual warranty shall apply, and shall be in effect for at least one year from the date the equipment was placed in service by NDOT.
JW			2. This warranty shall cover all inspected parts determined to have been defective in material or workmanship.
JW			3. Vendor shall be responsible for all repairs to include parts and labor during the 12 month usual warranty period.
JW			4. All transportation cost to and from the nearest authorized repair facility will be the responsibility of NDOT.

JW			5. Authorized Repair Facility to be located in Nebraska. Please list authorized repair facilities in comment section below.
NOTES/COMMENTS: S. LOBAN CONTRACTORS SUPPLY INC 6544 L STREET OMAHA NE 68117			

L. SPECIFICATION FORM

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Successful bidder will be required to complete form to the fullest extent possible for each unit and must accompany each unit when delivered.
JW			2. Forms will be supplied by Department of Transportation. To successful after purchase order is awarded.
JW			3. If vendor does not properly complete form for each unit, a sum of \$250.00 per unit will be deducted from purchase order amount.
NOTES/COMMENTS:			

M. TRAINING

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Successful bidder must furnish a factory-trained representative in operation maintenance for eight hours of instruction for each unit at its assigned location within the State. Fleet Management will contact Vendor on schedule and locations.
NOTES/COMMENTS:			

N. ACCEPTABLE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Products proposed must be the brand AND model numbers as specified on each line of the Solicitation Document. The State will not be accepting alternatives to the brands specified Cimline Crafc0.
JW			2. If other are to be considered they must be demonstrated near Lincoln, Nebraska, have adequate references provided, have adequate service facilities in Nebraska, be field proven and be approved in writing by Fleet Management of the Department of Transportation prior to bid opening.
JW			3. Equipment proposed shall be the latest current models in production as of the date of the solicitation and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below.
JW			4. Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may

JW			be required prior to an award and should be included with the Bid on the IDENTICAL equipment proposed.
JW			5. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the Bid document.
NOTES/COMMENTS:			

O. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			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.
JW			2. The Estimated Annual Usage is Three (3)
NOTES/COMMENTS:			

P. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. The contractor shall, upon request, by the SPB, as determined by the State provide a usage report, of specified time period, of this contract by State agencies and political subdivisions. Information will include Agency name, item, and dollar amount. Information may be requested at any time.
NOTES/COMMENTS:			

Q. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Delivery desired within 90 days after receipt of order(s).
NOTES/COMMENTS:			



R. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

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

S. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			1. Orders will be placed by e-mail.
JW			2. All orders must reference a purchase order number.
JW			3. The purchase order number must be referenced on the packing slip, and invoice.
JW			4. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

T. QUALITY

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

U. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
JW			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

JW			SPB within three (3) business days of the request and prior to the award of any contract.
JW			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

**Jim Witt**

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**From:** Sinnard, Mel <mel.sinnard@nebraska.gov>  
**Sent:** Friday, February 19, 2021 4:41 PM  
**To:** Dabydeen, Julie  
**Cc:** Hendrickson, Michael  
**Subject:** State of Nebraska Solicitation Letter For Crack Sealing Machine (6492 OF)

**NEBRASKA**

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

February 19, 2021

Dear Prospective Bidder:

The State Purchasing Bureau (SPB) is issuing the following solicitation:

Bid Number:	6492 OF
Commodity:	Heated Rubberized Asphalt Crack Sealing Machine, Minimum 225 Gallon Capacity with Heated Hose
Opening Date:	March 12, at 2:00:00 P.M. Central
Buyer:	JULIE DABYDEEN

**All information relevant to bid 6492 OF to include Addenda and/or Amendments, that may be issued prior to the Bid Opening date will be posted to the SPB web site at:**

<https://das.nebraska.gov/materiel/bidopps.html>

**It is the responsibility of the bidder to check this site often for additional information and any mandatory requirements.**

**The State is accepting Electronic Bid(s) for Heated Rubberized Asphalt Crack Sealing Machine, Minimum 225 Gallon Capacity with Heated Hose.**

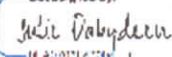
**Electronic bid(s) should be uploaded via the ShareFile instructions included in each bid. Hardware, software, internet, user, or electronic issues will not excuse a late bid.**

**It is the bidder's responsibility to ensure the Electronic Bid(s) is/are received by SPB by the date and time indicated in the Schedule of Events.**

**Any problems accessing the website regarding the above solicitation should be e-mailed to the SPB at [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov).**

Sincerely,

Digitally signed by:

  
Julie Dabydeen  
(6 2021) 2 12 1

Doug Carson, Materiel Administrator & Deputy Director

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130  
Lincoln, Nebraska 68508

office 402-471-6500  
fax 402-471-2089

[das.nebraska.org](http://das.nebraska.org)

**ADDENDUM ONE,  
QUESTIONS and ANSWERS**

Date: March 3, 2021

To: All Bidders

From: Julie Dabydeen, Buyer  
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 6492 OF to be opened March 12, 2021 at 2:00 p.m.  
Central Time

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**Questions and Answers**

No questions were received for Invitation to Bid #6492 OF.

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

# EZ SERIES II MELTER/APPLICATOR

## Engineered Performance Design

Crabco EZ Series II Melters/Applicators Engineered Performance answer today's challenges that have developed over the years. They are designed to meet the demands of the machines exceed all expectations, quickly and economically. No other machine on the market today can match Crabco's Engineered Performance Machines.

**Engineered Efficiency.** The heat transfer profile of these units is second to none. Using less fuel to heat each pound of sealant. Utilizing a heat tower inside the sealant tank the EZ Series II melters/applicators can melt sealant at an optimal speed. The heat is transferred into the sealant faster than ever before. A rugged 2-inch heater pump, coupled with low on demand pumping

provides the EZ Series II with the power to apply 100 pout, fiber, or coal tar sealants effectively and efficiently with the added benefit of a longer pump life and lower maintenance costs.

**Engineered Options and Features.** Standard Engineered Features make the operation of the melter the easiest and most productive. The most innovative features of the EZ Series II are the Engineered Options. Design the machine you want with these options. For example, add an optional industrial engine and four-wheels, saving time, money and people costs. The EZ Series II has over 20 available options.

## "The High Efficiency Melter"

## "Highest Volume, Highest Production"

### EZ SERIES II 500

Available in two base configurations:  
Standard Base from electric heater - Part No. 410058  
Electric Base (Electric heater) - Part No. 410059



The EZ Series II 500 is designed to be maneuverable and easy to tow. This is the perfect machine for the mid-size city, county, or contractor. Superior heating and recovery time make the EZ Series II 500 ideal for street parking lot or the city street when there is a road impediment.

### EZ SERIES II 1500

Available in four base configurations:  
Standard Base from electric heater - Part No. 440058  
Electric Base (Electric heater) - Part No. 440059  
Double Pump Electric Base from electric heater - Part No. 440060  
Double Pump Electric Base (Gasoline heater) - Part No. 440061

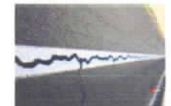


The EZ Series II 1500 is available in a single hose configuration or the new truly independent two hose configuration. The independent two hose configuration has two heated pumps, two tanks, two heat horns and two wands that all work independently.

## Engineered Safety



- 1 Anti-splash Bar
- 2 Angled Loading Lid
- 3 Low Profile Loading Height
- 4 Engine Oil Pressure & High Water Temp Shut Down
- 5 Rear Control Switch/Signal design
- 6 Lid Agitator Shut Off Switch
- 7 Easy Latch Lid
- 8 Sliding Heat Beam
- 9 Autolinker
- 10 Hose Cover
- 11 Engine Cover
- 12 Hitch Extension
- 13 Burner Placement
- 14 Low Gun Height
- 15 Heat Transfer Overflow Tank



The EZ Series II is loaded with standard safety features designed to protect the operator. The standard operator of hot sealant and acid-refining products. Rear controls keep the operator away from traffic on both sides of the unit. The self-adjusting heat beam reduces operator fatigue and allows for a larger working area. And standard safety features include a low gun height, a low profile loading height, and a low splash bar. It and you will find this machine to be the most safely engineered melter available.

### EZ SERIES II 1000

Available in two base configurations:  
Standard Base from electric heater - Part No. 420058  
Electric Base (Electric heater) - Part No. 420059



The EZ Series II 1000 has a 2" sealant pump, composite resin/tank jacket, two part epoxy paint and one piece frame construction. Check the configuration and options that are available. Call us for a complete price sheet.

Low Profile/Low Center of Gravity

## Specifications

Option (When Indicated)	EZ Series II 500 - Part No. 410058	EZ Series II 1000 - Part No. 420058	EZ Series II 1500 - Part No. 440058
Dimensions	12'0" x 7'0" x 7'0" (H)	10'0" x 7'0" x 7'0" (H)	10'0" x 7'0" x 7'0" (H)
Weight	4,000 lbs.	4,000 lbs.	4,000 lbs.
Capacity	1,000 lbs.	1,000 lbs.	1,000 lbs.
Max. Temp.	300°F	300°F	300°F
Max. Pressure	100 PSI	100 PSI	100 PSI
Max. Flow	100 GPM	100 GPM	100 GPM
Max. Temp. Rise	100°F	100°F	100°F
Max. Temp. Drop	100°F	100°F	100°F
Max. Temp. Fluctuation	100°F	100°F	100°F
Max. Temp. Range	100°F	100°F	100°F
Max. Temp. Stability	100°F	100°F	100°F
Max. Temp. Accuracy	100°F	100°F	100°F
Max. Temp. Resolution	100°F	100°F	100°F
Max. Temp. Repeatability	100°F	100°F	100°F
Max. Temp. Drift	100°F	100°F	100°F
Max. Temp. Hysteresis	100°F	100°F	100°F
Max. Temp. Response Time	100°F	100°F	100°F
Max. Temp. Recovery Time	100°F	100°F	100°F

## Engineered Performance Features



### HIGH EFFICIENCY HEAT TOWER

Unique heat tower inside the engine compartment. Melts ashcrete over 95% heat efficiency.

### HOSE BOOM

Self-rotating rotating boom increases operator reach and mobility.

### INCREASED WORKING AREA

18' Boom = 1507 Sq. Ft.  
20' Boom = 1627 Sq. Ft.



**Welded Reinforced Frame**  
Single piece constructed frame for balance, durability and towing ease.



**Rear Control Box**  
The location of the rear of the engine includes the engine controls with keyboard and hand flow control.



**Removable Side Access**  
Side access for easy servicing and new high efficiency insulation.



**Recirculation Filter**  
Prevents material recirculation when needed or standard hose or operation from operation of heated hose.



**Heat Chamber**  
Prevents damage to control line over temperature. 20 GPM 2" wet/dry pump.

## Engineered Performance Options

- Engine cover
- Airrow board kit
- Sludge Blakes
- Sludge Wr Goggles
- Air Compressor
- Custom Paint
- Hitch Selection
- Hitch Extension
- Cab Inset Control
- Break-away Safety w/dragger
- Light Bar
- Overnight Heater
- Fine Engage/ster - 10 or 20lb
- Safety Hooks
- Mud Flaps
- Spare Tire Mt
- 1500 propane tank kit



For more information see your local Crafcro representative or visit [crafcro.com](http://crafcro.com)

## Engineered Tools

### Sealing Tips and Material Handling Tools



**Super Shot Dig Stopper**  
Use for sealing tip. Stops wet/dry tip once hard frozen is released.

PMB 27114 Tip Adapter  
PMB 50270 Duckbill Valve  
PMB 27115 Stroud - Tip Adapter

**Smear Applicator**  
Use with Super Shot Melter & EZ Four  
PMB 27120 3" Smear Applicator  
PMB 27130 4" Smear Applicator

**Crafcro Datchet Paw 52370**  
Use for chipping out materials to prevent dripping of material.

**Crafcro Sealing Foot / Flush**  
Crafcro for medium asphalt and concrete cracks.

**PMB 27154 Sealing tip assembly 1/4" flush**  
PMB 27155 Sealing tip assembly 3/8" flush

**Crafcro Sealing Foot / Protruded**  
Used for straight asphalt and concrete joints.

**PMB 27199 Sealing tip assembly 1/4" protruding**  
PMB 27180 Sealing tip assembly 3/8" protruding

**Crafcro Joint Sealing Tip**  
Use for straight sealing joint concrete joints.

**PMB 27148 Sealing tip assembly 1/4"**  
PMB 27147 Sealing tip assembly 3/8"

**Crafcro Round Sealing Tip**  
Multi-purpose stainless cranks and joints.

**Use with a squeegee for most applications.**  
PMB 27170 Sealing tip assembly 3/8"

**PMB 27171 Sealing tip assembly 1/2"**

**Crafcro Applicator Disk**  
Used for overwinding, great labor saver.

**PMB 27192 2" Disk Assembly**  
PMB 27193 3" Disk Assembly  
PMB 27194 6" Disk Assembly

**Crafcro Heavy Duty Squeegee**  
Use for leveling crack sealant and where a sealant over band is recommended.

**Crafcro Replacement Blade**  
PMB 27195 4" x 18" x 3/8"

**Crafcro Heavy Duty Compact Squeegee w/ Aluminum Handle**  
PMB 27245

**Crafcro Heavy Duty Compact Squeegee w/ Stainless Handle**  
PMB 27246W

**Use for leveling crack sealant and where a sealant over band is recommended.**

**Crafcro Replacement Blade**  
PMB 27241 2-1/2" x 17" x 3/8"

**Crafcro Pour Pot with Wheels**  
PMB 40200

**Use to apply a uniform band of sealant to a crack or joint. Wheelset allows easy pouring and easy seal with chisel off level.**

**Crafcro Head Head Pour Pot**  
Use for straight sealing joint concrete joints to a joint or crack. Chisel head with chisel off level.

**PMB 27200**

**Crafcro Head Head Pour Pot**  
Use for straight sealing joint concrete joints to a joint or crack. Chisel head with chisel off level.

**PMB 27201**

**Crafcro Head Head Pour Pot**  
Use for straight sealing joint concrete joints to a joint or crack. Chisel head with chisel off level.

**PMB 27202**

**Crafcro Head Head Pour Pot**  
Use for straight sealing joint concrete joints to a joint or crack. Chisel head with chisel off level.

**PMB 27203**

**Crafcro Head Head Pour Pot**  
Use for straight sealing joint concrete joints to a joint or crack. Chisel head with chisel off level.

**PMB 27204**



CRAPCO INC.  
PRESERVATION PRODUCTS

sales@crafcro.com  
(800) 528-8242

Visit Your Local Crafcro Representative

## EZ Series II Melter/Applicator



**CRAPCO INC.**  
**PRESERVATION PRODUCTS**  
**PAVEMENT**  
Delivering Confidence Through Innovation, Quality and Value Since 1976