

State of Nebraska - INVITATION TO BID CONTRACT

Date	6/4/21	Page	1 of 2
Solicitation Number	6559 OF		
Opening Date and Time	06/18/21	2:00 pm	
Buyer	CHRISTIE KELLY (AS)		

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

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

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

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

Contract to supply and deliver Motor Graders with Attachments to the State of Nebraska as per the attached specifications for a five (5) year period from date of award. The contract may be renewed for Four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(MH 6/4/21)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	MOTOR GRADER W ATTACHMENTS OPTIONS:	4.0000	EA	_____	_____
2	NO EQUIPMENT SHOP REPAIR MANUAL (DEDUCT)	4.0000	EA	_____	_____
3	NO ENGINE SHOP REPAIR MANUAL (DEDUCT)	4.0000	EA	_____	_____

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % _____ DAYS

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

Sign

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

Enter Contact Information Below

VENDOR# _____
VENDOR: _____
Address: _____

Contact _____
Telephone _____
Email _____

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	NO EQUIPMENT PARTS MANUAL (DEDUCT)	4.0000	EA	_____	_____
5	NO ENGINE PARTS MANUAL (DEDUCT)	4.0000	EA	_____	_____
6	GRADER/ENGINE PARTS USB FLASH DRIVE	4.0000	EA	_____	_____
7	GRADER TYPE TIRES (DEDUCT)	4.0000	EA	_____	_____
8	SECTION 22C TRANSPORTATION CHARGES (DEDUCT)	4.0000	EA	_____	_____
9	RIGHT WING ATTACHMENT	4.0000	EA	_____	_____
10	SCARIFIER ATTACHMENT	4.0000	EA	_____	_____
11	STRAIGHT DOZER BLADE ATTACHMENTS	4.0000	EA	_____	_____
12	ANGLE DOZER BLADE ATTACHMENT	4.0000	EA	_____	_____
13	SPARE TIRE & RIM	4.0000	EA	_____	_____
14	AUXILIARY HYDRAULIC VALVE	4.0000	EA	_____	_____
15	QUICK HITCH FRONT MOUNT	4.0000	EA	_____	_____
16	TALL LIGHT BAR W/LIGHTS	4.0000	EA	_____	_____
17	FRONT FENDERS	4.0000	EA	_____	_____
18	REAR FENDERS	4.0000	EA	_____	_____
19	MIN 60" HIGH BENCHING WING IN LIEU OF RIGHT HAND WING	4.0000	EA	_____	_____
20	V PLOW ATTACHMENT	4.0000	EA	_____	_____
21	GRADE CONTROL PACKAGE	4.0000	EA	_____	_____

MOTOR GRADERS WITH ATTACHMENTS
STATE OF NEBRASKA
NEBRASKA DEPARTMENT OF TRANSPORTATION
TERMS AND CONDITIONS & TECHNICAL SPECIFICATIONS
ITB #: 6559 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a Commodity contract, ITB Number 6559 OF for the purpose of selecting a qualified Vendor to provide **Motor Graders with Attachments**. A more detailed description can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be Five (5) years commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for Four (4) additional one (1) year periods 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 SOLICITATION CAN BE FOUND ON THE INTERNET AT:

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

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

<https://statecontracts.nebraska.gov>

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

These postings will include the entire bid. Bidder(s) must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously, must be manually signed in an indelible manner, or by DocuSign, with the words "**PROPRIETARY INFORMATION**", or if submitting the bid electronically, as a separate electronic file that is titled "**PROPRIETARY INFORMATION**". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. BIDS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. 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. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

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

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

**MOTOR GRADERS WITH ATTACHMENTS
STATE OF NEBRASKA
NEBRASKA DEPARTMENT OF TRANSPORTATION
TERMS AND CONDITIONS & TECHNICAL SPECIFICATIONS
ITB #: 6559 OF**

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GLOSSARY OF TERMS

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

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

After Receipt of Order: After Receipt of Order

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

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

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

Amendment: A written correction or alteration to a document

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

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

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

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

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

Bidder: A Vendor who submits a bid in response to a written solicitation

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

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

Business Day: Any weekday, except State-recognized holidays

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

Cancellation: To call off or revoke a bid, purchase order or contract without expectation of conducting or performing at a later time

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

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

Collusion: An agreement or cooperation between two (2) or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

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

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

Competition: The effort or action of two (2) or more commercial interests to obtain the same business from third parties

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

Contract: An agreement between two (2) or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

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

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

Contract Period: The duration of the contract

Contractor: An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written contract.

Cooperative Purchasing: The combining of requirements of two (2) or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

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

Core List: Items specifically listed on the solicitation upon which a bid is evaluated for award

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

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

Default: The omission or failure to perform a contractual duty

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

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

Evaluation Committee: Committee(s) appointed by the requesting Agency that advises and assists the procuring office in the evaluation of bid(s) (offers made in response to written solicitations)

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

Free on-Board Destination: The delivery charges are included in the quoted price and prepaid by the Vendor. The Vendor is responsible for all claims associated with damages during delivery of product

Free on-Board Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the Agency. The Agency is responsible for all claims associated with damages during delivery of product

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

Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a Vendor who has timely submitted a bid in connection with the award in question, to DAS or another designated Agency with the intention of achieving a remedial result

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract are completed

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

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

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

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

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

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

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

Must: See "Mandatory"

National Institute for Governmental Purchasing: – Source used for assignment of universal commodity codes to goods and services

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

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

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

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

Payroll & Financial Center: Electronic procurement system of record

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

Point of Contact: The person designated to receive communications and to communicate

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

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

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

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

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

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

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Protest: A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a Vendor who has timely submitted a bid in connection with the award in question, to DAS or another designated Agency with the intention of achieving a remedial result

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

Quote: See Proposal/Bid

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

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

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

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

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

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

Shall: See "Mandatory"

Should: Expected; suggested, but not necessarily mandatory

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor: Inclusive term for any Bidder or Contractor.

Will: See "Mandatory"

Work Day: See Business Day

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ACRONYM LIST

AASHTO: American Association of State Highway and Transportation Officials

ACH: Automated Clearing House

AC: Alternating Current

ARO: After Receipt of Order

BAFO: Best and Final Offer

COI: Certificate of Insurance

CPU: Central Processing Unit

DAS: Department of Administrative Services

DEF: Diesel Exhaust Fluid

FOB: Free on Board

HP: Horsepower

ITB: Invitation to Bid

LBS: Pounds

LED: Light Emitting Diode

NIGP: National Institute for Governmental Purchasing

OEM: Original Equipment Manufacturer

PA: Participating Addendum

PFC: Payroll & Financial Center

POC: Point of Contact

RFI: Request for Information

RPM: Revolutions Per Minute

SPB: State Purchasing Bureau

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I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit bids from qualified Bidders who will be responsible for providing **Motor Graders with Attachments** at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Bid instructions, and Cost Bid Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with SPB. The POC for the procurement is as follows:

Name: Christie Kelly
Agency: State Purchasing Bureau
Address: 1526 K Street
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1	Release ITB:	June 4, 2021
2	Last Day to Submit Written Questions: Upload electronic <u>Question</u> submissions for 6559 OF via ShareFile to: https://nebraska.sharefile.com/r-r2d01c55a0c2141ab83b471320d442f7f	June 9, 2021
3	State Responds to Written Questions through an Addendum to be posted to the internet at: https://das.nebraska.gov/materiel/bidopps.html	June 14, 2021

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	ACTIVITY	DATE/TIME
4	<p>Electronic Bid Opening via Zoom Meeting: Electronically submitted bids are being accepted due to the challenges of COVID-19.</p> <p>Upload electronic <u>Bid</u> submissions for 6559 OF via ShareFile to: https://nebraska.sharefile.com/r-r6f11a76c23f047abb386460fbd9406</p> <p>IT IS THE BIDDERS' RESPONSIBILITY TO ENSURE ALL BIDS SHALL BE SUBMITTED AND RECEIVED BY THE DATE AND TIME INDICATED IN THE SCHEDULE OF EVENTS FOR EACH BID SUBMITTED.</p> <p>Zoom Meeting Information: https://us02web.zoom.us/j/7318536781?pwd=cHRFNjZzRzBwSitiVDZSQytEa2Zwdz09</p> <p>Meeting ID: 731 853 6781 Passcode: 4Gkv2t</p>	<p>June 18, 2021 2:00 p.m. Central Time</p>

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision should be submitted electronically to SPB via ShareFile and clearly titled "ITB Number 6559 OF Motor Graders with Attachments Questions". The POC is not obligated to respond to questions are received late per the Schedule of Events.

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

Bidders are to be sure to upload their Questions and Answers to the correct ShareFile link listed below:

<https://nebraska.sharefile.com/r-r2d01c55a0c2141ab83b471320d442f7f>

It is recommended the Bidder submit questions using the following format:

ITB Section Reference	ITB Page Number	Question

Answers will be provided through an Addendum to be posted on the internet at <https://das.nebraska.gov/materiel/bidopps.html#> as shown in the "Schedule of Events".

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

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>. This must be accomplished prior to execution of the contract.

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F. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

G. DEVIATIONS FROM THE ITB

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

H. SUBMISSION OF BIDS

The State is accepting electronically submitted bids for **Motor Graders with Attachments**.

It is the Bidders' responsibility to ensure their bid(s) have been submitted and received by the date and time indicated in the "Schedule of Events" for **Motor Graders with Attachments**.

*****LATE BIDS ARE UNACCEPTABLE*****

The State shall not incur any liability for any costs incurred by the Bidder in replying to the **Motor Graders with Attachments** bid, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this ITB.

The ITB document must be manually signed in an indelible manner, or by DocuSign, and returned by the Bid Opening date and time, along with any other required documents as stated in the **Motor Graders with Attachments** bid, in order for the bidder's ITB to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to the **Motor Graders with Attachments** bid to include Addenda and/or Amendments issued prior to the Opening Date.

The Website address is as follows: <https://das.nebraska.gov/materiel/bidopps.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 nonresponsive.

By signing the ITB, the Bidder guarantees compliance with the provisions stated in the **Motor Graders with Attachments** Bid(s).

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1. **ELECTRONICALLY UPLOADING BID(S) TO SHAREFILE**
 - a. Bidders should upload bid(s) via ShareFile Link to:
<https://nebraska.sharefile.com/r-r6f11a76c23f047abb386460fbd9406>
 - b. **Bidders are to be sure to upload their Bid(s) to the correct ShareFile link listed in the bid.**
 - c. Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible, but Microsoft Edge is not.
 - d. **After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address so that the bidder will receive a confirmation email confirming the successful upload directly from ShareFile.**

2. **OTHER BID DOCUMENTS TO UPLOAD TO SHAREFILE**
 - a. Any Proprietary information (if applicable) should be uploaded as separate and distinct files and titled:
"6559 OF <<NAME OF BIDDER>> PROPRIETARY".
 - b. If it is the bidder's intent to submit multiple bids, the bidder must clearly identify each submission separately (see "Electronic ITB File Names" below).
 - c. It is the Bidder's responsibility to submit the Electronic Bid(s) and be received by the date and time of the Bid Opening indicated in the Schedule of Events.
 - d. Hardware, software, internet, user, or electronic issues will not excuse a late bid.

3. **ELECTRONIC ITB FILE NAMES**
 - a. The Bidder should clearly identify the uploaded ITB files by using the naming conventions below.
 - b. **Do not submit bid/bid documents more than 30 days prior to the Bid Opening. Once the bid/bid documents are uploaded they are only available for 30 days.**
 - c. **DO NOT ADD any language to the naming conventions below.** Long titles can make the files difficult to work with. Consistency is key.
 - d. If the bidder submits the bid/bid documents as one (1) complete packet (preferred method), please use the following naming convention:
 - "6559 OF <<NAME OF BIDDER>>"
 - e. If the bidder submits the bid/bid documents as separate files, please use the following naming convention(s):
 - "6559 OF <<NAME OF BIDDER>> Bid"
 - "6559 OF <<NAME OF BIDDER>> File 1"
 - "6559 OF <<NAME OF BIDDER>> File 2"
 - "6559 OF <<NAME OF BIDDER>> File 3" etc.
 - f. If multiple bids are submitted for the same ITB Number follow the same naming convention as letter "e", for example:
 - "6559 OF <<NAME OF BIDDER>> Bid 2"
 - "6559 OF <<NAME OF BIDDER>> Bid 2 File 1"
 - "6559 OF <<NAME OF BIDDER>> Bid 2 File 2" etc.

I. BID PREPARATION COSTS

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

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J. FAILURE TO COMPLY WITH INVITATION TO BID

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

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

K. BID CORRECTIONS

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

L. LATE BIDS

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

M. BID OPENING

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid for goods, the buyer may read the bids aloud or allow bids 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. Information identified as proprietary by the submitting Bidder, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting Bidder will be notified of the release and it shall be the obligation of the submitting Bidder to take further action if it believes the information should not be released.

N. ITB REQUIREMENTS

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures are acceptable).
2. Clarity and responsiveness of the bid.
3. Completed Sections II through VI.
4. Completed ITB Form or State's Bid Sheet.

O. EVALUATION OF BIDS

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

1. Bid

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

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible 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 Bidder, if all other factors are equal.

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the ITB cover page under "Bidder 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 Vendor 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 Bidder from consideration of the preference.

P. BEST AND FINAL OFFER

If BAFOs are requested by the State and submitted by the Bidder, they will be evaluated using the stated BAFO criteria, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one (1) BAFO. The award will then be granted to the lowest responsible Bidder. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a BAFO.

Q. REFERENCE AND CREDIT CHECKS

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

R. AWARD

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

1. Amend the solicitation;
2. Extend the time of or establish a new bid opening time;
3. Waive deviations or errors in the State's solicitation process and in Bidder's bids that are not material, do not compromise the solicitation process or a Bidder's bid, 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 solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one (1) or more Bidders; or,
9. Award one (1) or more all-inclusive contracts.

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The State of Nebraska 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. Vendor qualifications and capabilities;
6. State contract management requirements and/or costs; and,

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

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

Any protests must be filed by a Vendor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and Protest procedure is available on the Internet at:

<https://das.nebraska.gov/materiel/docs/pdf/Materiel-ProtestGrievanceProcedureForVendors10-22-15.pdf>

S. SPECIFICATIONS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Vendor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

T. ALTERNATE/EQUIVALENT BIDS

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

U. LUMP SUM OR" ALL OR NONE" BIDS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. 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 the 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.

V. EMAIL SUBMISSIONS

SPB will not accept bids by email, electronic, voice, or telephone bids **except** for one-time purchases under \$50,000.00.

W. BID TABULATIONS

Bid tabulations are available on the website at: <https://das.nebraska.gov/materiel/bidopps.html>.

X. REJECTION OF BIDS

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

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not

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apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

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II. TERMS AND CONDITIONS

Bidders should complete Section II through VI as part of their bid. Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected a clause or rejected a clause and provided alternate language using "Track Changes".

Upon request an electronic copy of the bid with "Track Changes" must be submitted in an editable Word format. By signing the solicitation, Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the solicitation. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this solicitation.

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

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

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

A. GENERAL

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

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

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's bid;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to the Contract

These documents constitute the entirety of the contract.

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

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B. NOTIFICATION

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

The Vendor and State shall identify the contract manager who shall serve as the POC for the executed contract.

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 (POC)

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 Vendor will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

E. AMENDMENT

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

F. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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G. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The 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.

H. NOTICE OF POTENTIAL VENDOR BREACH

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

If the Vendor breaches the contract or anticipates breaching the contract, the Vendor 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 Bid (Initial)	NOTES/COMMENTS:

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

In case of breach by the Vendor, 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 Vendor. The State may recover from the Vendor 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 Vendor's breach OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

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

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J. NON-WAIVER OF BREACH

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

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

K. SEVERABILITY

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

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

L. INDEMNIFICATION

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

1. GENERAL

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. SELF-INSURANCE (Statutory)

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

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M. ATTORNEY'S FEES

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

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

N. ASSIGNMENT, SALE, OR MERGER

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

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

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

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

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

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

P. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or man-made event outside the control and not the fault of the affected

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party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

Q. CONFIDENTIALITY

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

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

R. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty calendar day's written notice to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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. Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Vendor 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 calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;

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- f.** a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
- g.** Vendor intentionally discloses confidential information;
- h.** Vendor has or announces it will discontinue support of the deliverable; and,
- i.** In the event funding is no longer available.

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III. CONTRACTOR DUTIES

A. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

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

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

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this solicitation.

C. COOPERATION WITH OTHER CONTRACTORS

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

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

D. DISCOUNTS

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

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E. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Vendor, F.O.B. destination as named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the bid shall remain fixed and valid commencing on the opening date of the bid, through the first 180 days of the awarded contract or the solicitation is cancelled. The request for a price increase must be submitted in writing to SPB a minimum of 30 days prior to the requested increase start 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.

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

F. 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.

G. PERMITS, REGULATIONS, LAWS

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

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

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

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I. NOTICE OF POTENTIAL VENDOR BREACH

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

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

J. ANTITRUST

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

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

K. CONFLICT OF INTEREST

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

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

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

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

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L. ADVERTISING

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

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

M. DISASTER RECOVERY/BACK UP PLAN

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

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

N. DRUG POLICY

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

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

O. WARRANTY

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

Despite any clause to the contrary, the Vendor 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 Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse Customer the fees paid to Vendor 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.

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IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

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

F. LATE PAYMENT (Statutory)

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

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

The State's obligation to pay amounts due on the Contract for a fiscal year 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 Vendor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor 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 Vendor be paid for a loss of anticipated profit.

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H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Vendor's performance of this contract upon a 30-day written notice. Vendor 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 Vendor 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 Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within 90 days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit. Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

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V. SCOPE OF WORK

A. SCOPE

It is the intent of this bid to establish a contract to supply **Motor Graders with Attachments** per the attached specifications from date of award for a period of One (1) year with the option to renew for an additional four (4) one (1) year periods when mutually agreeable to the Vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the Vendor and the State.

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VI. TECHNICAL SPECIFICATIONS

A. VENDOR INSTRUCTIONS

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

“YES” bid means the Vendor guarantees they can meet this condition.

“NO” bid means the Vendor cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” bids should be used only with a narrative bid in the NOTES/COMMENTS section explaining in detail any deviation from the Vendor’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 Vendor’s alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

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

C. ENGINE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Diesel engine of variable horsepower design with minimum of 9.0-liter displacement.
			2. Minimum of 200 net HP in First gear and minimum of 250 net HP in Top gear at a governed speed maximum 2500 RPM. Engine performance requirement to be in accordance with SAE J 1349 standard conditions.
			3. Engine to be Tier IV final.
			4. Peak engine torque to be minimum 920 lbs.

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			5.	Full flow oil filter(s)
			6.	Vertical exhaust stack with counter-balanced rain cap or elbowed exhaust.
			7.	Engine cowling side panels will be required.
			8.	Muffler required.
			9.	A subzero starting device.
			10.	KBI Dieselmatic with cartridge or Equivalent with warm engine cutoff required if glow plugs are not furnished.
			11.	Glow Plugs.
			12.	For liquid cooled engines: A 120-volt AC coolant heater for block with sturdily mounted male receptacle with cover that is located outside engine compartment is required.
			13.	Heavy duty radiator that is protected by an ethylene glycol base antifreeze to a minimum temperature of -34 degrees Fahrenheit required.
			14.	All of the above to be as recommended by the engine manufacturer.
			15.	Hydraulically driven, variable speed fan, with standard reversing.
			16.	Environmental remote drain hoses for engine, transmission, hydraulic, differential, and cooling system. Drains shall be placed in such location that drain pans can be placed directly beneath liquid stream.
NOTES/COMMENTS:				

D. GAUGES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Engine temperature.
			2. Engine oil pressure.
			3. Ammeter, voltmeter, or Equivalent monitoring system with visual and audible warning.
			4. Fuel gauge required.
			5. Transmission oil temperature gauge or indicator.
			6. Hour meter indicating the hours the engine operated; located with other gauges.
			7. Articulation indicator required.
			8. Tachometer.

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			9. All of the above shall be located in cab.
NOTES/COMMENTS:			

E. TRANSMISSION

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Unit to be All Wheel drive with Auto shift Transmission
			2. Power shift transmission with a minimum 8 speeds forward and 6 speeds in reverse.
			3. Minimum road speed will be 27 MPH.
NOTES/COMMENTS:			

F. FRAME

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The motor grader shall be an articulated frame.
			2. Rear engine mounted type.
			3. Rear hitch or drawbar attached to frame system required.
			4. Full bottom and side guards Including Transmission guard for rear vehicle protection.
NOTES/COMMENTS:			

G. WEIGHT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Data sheet Stating base operating weight of unit with 14-foot moldboard and 14/00-R24 Michelin Sno-Plus tires (minimum of 38,300 lbs.). Base weight is to be without scarifier, ripper or other attached options.
NOTES/COMMENTS:			

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H. CAB

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. To be of sound-suppressed steel construction.
			2. Low Profile (sit down) cab.
			3. Built-in ROPS and Three-inch seat belt.
			4. Weather tight and have floor mats.
			5. All windshields, door, and other glass to be safety type and tinted.
			6. Windows must permit a full view of the moldboard and the road in front, rear and each side of the machine.
			7. Cab shall be equipped with:
			8. Front electric windshield wiper and washer. Wiper to be intermittent with switch.
			9. Rear window wiper and washer. Wiper to be intermittent with switch if.
			10. Lower front window wiper and washer. Wiper to be intermittent with switch.
			11. Door locks.
			12. Minimum 30,000 BTU heater-defroster.
			13. Air Conditioning.
			14. AM/FM Radio.
			15. Seats: Deluxe Style
			16. adjustable.
			17. cloth.
			18. air suspension.
			19. high back with head restraint.
			20. Accelerator/decelerator pedal and hand throttle required.
			21. Footsteps and handholds to the cab will be required.
			22. Heated Rearview mirrors shall be provided and mounted both inside and outside of the cab.
			23. Antler rack style machine controls preferred, but joystick will be considered.
			24. Hydraulic control valves will be located outside of cab.

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			25. Rear camera with dedicated in cab monitor.
NOTES/COMMENTS:			

I. BRAKES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Power-assisted, hydraulic type brakes on all 4 tandem wheels. And one of the following required.
			2. Multiple Oil Disc on all four tandem wheels
			3. Foot brake control
			4. A parking brake that is hand or foot operated on transmission or in drive line is required.
NOTES/COMMENTS:			

J. TIRES AND WHEELS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Steel belted radial.
			2. Tires to be mounted on 14-inch rims.
			3. Tubeless tires.
			4. Tires to be Michelin Sno-Plus 17.5-R25 Radial Tire. Any other tire bid, requires pre-approval by Fleet management prior to bid opening.
			5. Front wheels shall have manufacturer's power steering.
			6. Shall be left and right leaning wheel type controlled from the cab.
NOTES/COMMENTS:			

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K. ELECTRICAL

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Grader to have a 24-volt system with a converter that must be furnished for existing Department of Transportation's 12-volt mobile radios.
			2. Converter shall be a 25-amp converter with a relay for ignition switch.
			3. Converter must be installed per converter manufacturer's recommendations.
			4. Motor Grader to be equipped with head lights mounted near top of cab to be LED type.
			5. Back-up lights, blade lights and stop/taillights to be LED type.
			6. Working/Grading lights to be LED type
			7. Minimum 130-amp 24-volt alternator.
			8. Manufacturer's recommended starter.
			9. Manufacturer's recommended batteries.
			10. An electronic, back-up alarm meeting OSHA requirements required.
			11. A horn is required.
			12. Two power ports in the cab shall be furnished. May be dealer installed.
			13. Three switches are required for NDOT installation of strobe lights.
			14. Switches to be battery powered with either 12 or 24 volts.
			15. Factory installed switches in control panel preferred. Switches may be dealer installed in a convenient and visible location near the control panel Strobe switches shall be located next to one another when installed.
			16. Switches shall have back drop illumination or indicator when turned on.
			17. All electrical components and wiring harnesses (i.e. blade float solenoid valves, work lights, front lift group solenoid valves, etc.) that are not enclosed within the operator's station or engine compartment shall have sealed wires and weatherproof connectors. Shrink tubing placed over push on spade connectors will not be accepted.

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L. RADIO FREQUENCY SHIELDING – Caution!!

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The chassis and/or installed components and equipment shall be compatible with use of NDOT mobile and/or two-way communications devices. Main communications radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply including low band, high band, UHF, and VHF.
			2. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
			3. NDOT will conduct testing of radio/two-way when installed in chassis. NDOT will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment. Vendor shall be required to work with NDOT personnel to reduce interference level to a point acceptable to NDOT normal radio operating parameters. Vendor shall have 30 days to resolve RFI issue.
			4. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If NDOT and vendor cannot resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards compliance. Testing shall be done to SAE and/or ISO Standards which were current at date of bid. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.
			5. If, after testing by NDOT and/or accredited lab, the vendor is unable or unwilling to incur the cost and correct the RFI issue to the satisfaction of NDOT, ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELED.
NOTES/COMMENTS:			

M. FUEL TANK

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Fuel tank with a minimum capacity of 100-gallons.
			2. DEF tank to be a minimum 5 gallons.
NOTES/COMMENTS:			

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N. MOLDBOARD

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The moldboard shall be the manufacturer's 14-foot length that is ¾ inch or more in thickness with replaceable end bits.
			2. The moldboard is to be punched for AASHTO standard hole spacing for cutting edges and of a contour to permit the use of the 8-inch curved cutting edges.
			3. The moldboard must be a power shift.
			4. Power tilt that swings out from under the frame at 90 degrees cutting angle to the left and right.
			5. The circle and moldboard shall be provided with slack adjustment to compensate for wear.
			6. The circle to be equipped with a power side shift to permit blade to reach out left a minimum of 55 inches outside line of wheels and 72 inches right, to permit pickup material from a windrow outside the line of the wheels.
			7. Moldboard tipping (pitch) will be hydraulically operated from the cab.
			8. Hydraulic valve for moldboard shall have a float position.
			9. The circle shall have a slip clutch or a hydraulic relief valve to minimize damage to circle in case of impact.
NOTES/COMMENTS:			

O. DIFFERENTIAL

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Operator controlled manual or automatic lock-unlock type to be furnished.
NOTES/COMMENTS:			

P. QUICK HITCH – FRONT MOUNT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Grader will be equipped with hydraulically activated locking pin type quick hitch.
			2. Quick Hitch shall be Rybind Motor Grader parallel Lift Quick Hitch, Balderson BLHQ-12, Balderson or Equivalent.
			3. Henke Parallel lift group or Equivalent approved in writing by Fleet Management prior to bid opening.

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			4.	Quick hitch shall be painted to match grader manufacturer's standard color of yellow.
			5.	All front mounted attachments shall fit this quick hitch style.
			6.	Quick hitch will have all extra valve controls mounted in cab along with the regular valve bank and within easy reach of the operator. Shall have all hydraulic valves and/or control solenoids to be mounted under cab with main stack valve with only hydraulic lines and/or hose at front of machine. These components shall have sealed wiring with weatherproof connectors.
			7.	Quick Hitch lifting circuit shall be provided with operator-controlled float capability and automatic hydraulic lock.

NOTES/COMMENTS:

Q. NOISE LEVEL

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Bidder shall supply with bid the following decibel level per SAE Standards:
			a. Under full load in operator's position with doors and windows open.
			b. Under full load in bystander's position at 7.5 meters from rear of unit.

NOTES/COMMENTS:

R. SMV EMBLEM

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. A slow-moving vehicle emblem shall be mounted on the rear of the motor grader and displayed as required by Nebraska Statutes.
			2. Emblem mounting shall furthermore not restrict air flow for cooling purposes.

NOTES/COMMENTS:

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S. COLOR

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Motor grader standard manufacturer's yellow.
			2. V-Plows and wing assemblies will be black, gray, or yellow.
NOTES/COMMENTS:			

T. MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Operator's manual must accompany each unit delivered.
			2. Engine shop repair manual for reach unit delivered.
			3. Equipment parts manual for each unit delivered.
			4. Engine parts manual for each unit delivered.
			5. Equipment shop repair manual for each unit delivered.
			6. Manuals to be paper, USB flash drive or Online format
			7. All manual(s) must be furnished prior to payment and be delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.
NOTES/COMMENTS:			

U. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The bidder will submit with their bid a list of any special tools they will furnish with each machine.
			2. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
			3. Dealer pre-delivery service required.

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			4. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility to the manufacturer and/or the successful bidder to warrant to the State of Nebraska, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.
NOTES/COMMENTS:			

V. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			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.
			2. Vendor shall be responsible for all repairs to include parts and labor during the 12-month usual warranty period.
			3. All transportation cost to and from the nearest authorized repair facility and travel time and mileage will be the responsibility of the vendor and/or manufacturer.
			4. The power train and engine shall be warranted for an additional five years. The vendor shall provide the following guarantees on this registered Motor Grader after 12 months from the date the unit was placed in service until the first of: (1) 5,000 operation hours or (2) 60 months.
			5. These guarantees are in addition to the standard 12-month warranty and do not have any effect upon the standard warranty.
			6. If the engine is not produced by the Motor Grader manufacturer, the vendor will guarantee that the engine will be repaired by a certified and registered engine warranty dealer or distributorship.
			7. The following power train components are warranted to be free from defects in workmanship and material during the extended warranty period:
			8. Engine (excluding radiator, alternator, starter, compressor, and other attachments)
			9. Torque converter (if applicable), Transmission.
			10. Drive shafts and Universal joints.
			11. Differential.
			12. Transfer gear group.
			13. Drive axles.
			14. Drive pumps.
			15. Drive motors.
			16. Pinion and bevel gear.
			17. Final drive gear train (including sprockets)

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			18. Computerized and electronic equipment.
			19. This warranty is limited to repair or replacement (including both parts and labor) of inspected parts determined to have been defective in material or workmanship. All extended power train warranty repairs will be performed by manufacturer's authorized service personnel. All machine transportation cost to and from the nearest authorized vendor repair facility and travel time and mileage during the extended warranty period will be the responsibility of the vendor and/or manufacturer. This warranty does not apply to normal maintenance service (such as engine tune-up) or normal replacement, service, or wear items.
			20. Any oil sampling or other necessary testing needed to implement this warranty must be included in writing with this bid. The Nebraska Department of Transportation will do oil sampling if required by the manufacturer, but all materials must be furnished at no charge to the Department. A written report will be returned to Nebraska Department of Transportation if sampling is required.
			21. This extended coverage is subject to the following conditions and limitations: (1) replacement parts provided are warranted for the remainder of the extended warranty period applicable to the product in which installed. (2) The machine may not be altered or modified in any manner which affects the mechanical operation as designed without written permission from the Nebraska Department of Transportation.
			22. The following limitations shall be applicable to all guarantees.
			23. Parts ordered and machine repair request will occur during dealer's normal working hours.
			24. The parts and machine repair guarantees will not apply to machines which have been substantially damaged by collision, accident, flood, fire, vandalism, or similar occurrence.
			25. The parts and machine repair guarantees will not apply to machines when delay results from strikes (dealer, supplier, or carrier), acts of God or other occurrences beyond vendor's reasonable control.
			26. If machine cannot be repaired with 30 days, a comparable loaner machine will be furnished to the State of Nebraska at no cost.
NOTES/COMMENTS:			

W. SPECIFICATION FORM(S)

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Specification form(s) will be supplied by Department of Transportation to the awarded Vendor after a purchase order has been issued. The awarded Vendor will be required to complete specification form to the fullest extent possible for each unit and must accompany each unit when delivered.
			2. If vendor does not properly complete form for each unit, a sum of \$250.00 per unit will be deducted from purchase order total.
NOTES/COMMENTS:			

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X. TRAINING

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Minimum of four hours per grader at various locations throughout Nebraska by a factory-trained representative in the operation and maintenance of grader. Fleet Management will contact successful bidder on schedule and places for this training.
NOTES/COMMENTS:			

Y. ATTACHMENT: RIGHT HAND WING

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Wing to have a minimum 10-foot-long cutting edge.
			2. 32-inch height at rear, minimum 8-gauge steel, and of that is properly reinforced.
			3. 24-inch height at front, minimum 8-gauge steel, and of that is properly reinforced.
			4. Cutting edge of ½ inch by 6 inches. AASHTO punched.
			5. Minimum horizontal benching height of 48 inches required.
NOTES/COMMENTS:			

Z. MOUNTING REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Wing mast and toe of wing to be mounted approximately even with front of cab.
			2. Wing must be attached so that it can be lined up with and used in conjunction with the grader moldboard for snow removal in one pass.
NOTES/COMMENTS:			

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AA. HYDRAULIC FUNCTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Wing to be fully hydraulically operated, including front and rear adjustment; cable attached to hydraulic mechanism is acceptable.
			2. Extra valve controls mounted in motor grader cab along with the regular valve bank and within easy reach of the operator required.
			3. All lift cylinders, necessary hoses, piping, and quick couplers to be supplied and properly mounted. Quick couplers are to be Bruning or Parker brand of adequate size, flush face-type for detachment of wing mast purposes at front and rear positions.
			4. Wing must have float capability.
NOTES/COMMENTS:			

BB. SPOTLIGHT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. LED spotlight that is fixed for wing operation is required.
			2. Light shall have a minimum 5-inch diameter lens, rectangular shaped lens of approximately 4x6, or multiple lights of a smaller size acceptable.
			3. Spotlight's light beam shall be adjustable to various areas of the moldboard from "fixed" mounting location. Wire to spotlight shall have weatherproof connector.
NOTES/COMMENTS:			

CC. ATTACHMENT: SCARIFIER

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Scarifier to be the "V" type with the capability of holding at least nine (9) shanks and shall be mounted on the front of the machine.
			2. Minimum nine (9) shanks to be furnished with scarifier.
			3. To be compatible with quick hitch as described in main body of specification.
NOTES/COMMENTS:			

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DD. ATTACHMENT: V-PLOW

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. V-plow to have at least nine foot six (9"x6") inch cutting width
			2. V-plow to be at least six (6) foot (72 inches) high at tips and 4 foot (48 inches) high nose.
			3. Moldboard material to be minimum 3/16 inch thick.
			4. To be compatible with quick hitch as described in main body of specification.
NOTES/COMMENTS:			

EE. SKID SHOES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Bottom of skid shoes shall have maximum feasible amount of tungsten carbide inserts of minimum 3/16-inch thickness.
NOTES/COMMENTS:			

FF. ATTACHMENT: 9 FOOT STRAIGHT DOZER BLADE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. To be minimum nine foot (9') long.
			2. Moldboard height to be approximately 36 inches.
			3. Moldboard thickness to be minimum ¼ inch.
			4. Full Box Section Construction.
			5. Cutting edges to be ¾ inch x 8 inch and bolt-on reversible with end bits.
			6. To fit quick hitch as bid in body of this specification.
NOTES/COMMENTS:			

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GG. ATTACHMENT: 9 FOOT ANGLE DOZER BLADE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. To be minimum 9 foot long.
			2. Moldboard height to be approximately 33 inches.
			3. Moldboard thickness to be minimum 3/16 inch.
			4. Center hinge pin diameter to be minimum 2 inch and to be greaseable.
			5. Reversible edges with end bits.
			6. Angle: cutting edge to ground plane to be approximately 37 degrees.
			7. Moldboard angle to be controlled with hydraulic cylinders. Hydraulic cylinders shall be sized according to manufacturer's recommendations.
			8. To fit quick hitch as bid in body of this specification.
NOTES/COMMENTS:			

HH. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any Agency during the life of the contract. The Vendor shall not impose minimum order requirements.
			2. Two (2) to Three (3) estimated annual usage.
NOTES/COMMENTS:			

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II. USAGE REPORT

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

JJ. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Delivery desired within 90-120 days after receipt of order(s).
NOTES/COMMENTS:			

KK. DELIVERY LOCATIONS / INSTRUCTIONS (VENDOR AGREES THEY ARE ABLE TO MEET DELIVERY LOCATIONS/INSTRUCTIONS)

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

LL. ORDERS

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

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MM. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
			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.
			2. A guarantee of satisfactory performance by the Vendor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid.
			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:			

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NN. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. To the extent required by the manufacturer, the Vendor shall be an authorized dealer. Vendor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.
			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
			3. OEM authorized vendor to have parts, service, and sales facility in State of Nebraska, with adequate service and parts equipment to cover the entire state. Please list the number of OEM authorized facilities within the State of Nebraska and their locations. Lack of adequate facilities can be an award consideration.
NOTES/COMMENTS:			