

ATTACHMENT "D"
2022 OR CURRENT PRODUCTION YEAR
COMPACT FOUR (4) PASSENGER SUV'S
STATE OF NEBRASKA
TECHNICAL SPECIFICATIONS
ITB #: 6584 OF

BIDDER'S NAME: _____

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a Commodity contract, for the purpose of selecting qualified Vendor(s) to provide **2022 Or Current Production Year Compact Four (4) Passenger SUV's**:

NOTE: BECAUSE GENERAL MOTORS, FIAT CHRYSLER, AND FORD MOTOR COMPANY HAD NOT RELEASED THEIR COMPLETE LINE OF MINIMUM SPECIFICATIONS AT THE TIME THESE SPECIFICATIONS WERE DEFINED; THE MINIMUM SPECIFICATIONS ARE BASED OFF THE MANUFACTURER'S 2020 SPECIFICATIONS.

A more detailed description can be found in the corresponding ITB. 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 to supply and deliver **2022 or Current Production Year Compact 4 Passenger SUV's** to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

*****PLEASE ENSURE THE BIDDER'S NAME AND ITB NUMBER IS ENTERED IN THE HEADER SECTION OF EVERY PAGE OF THIS DOCUMENT*****

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. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the awarded bidder's bid or response will be posted to a public website managed by DAS, which can be found at

<http://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.

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

GLOSSARY OF TERMS

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

Bid: An offer or quote submitted by a 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: Monday through Friday, excluding Saturdays and Sundays and State/Federal 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: 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, goods or supplies; anything movable or tangible that is provided or sold.

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

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

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

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

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

Contract Administration: The management of the contract, which includes, but 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 but 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.

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 a bid after opening to determine the Vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the bid that relate to determination of a successful award.

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. 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. 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 Vendor", and "Installation by State", as found in the solicitation, or contract are completed.

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

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

Invitation to Bid: A written solicitation utilized for obtaining competitive bids for Goods and/or Services.

Late Bid: A bid 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.

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

May: Discretionary, permitted, and 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 properly received bids both in electronic and paper form.

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.

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

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

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

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

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

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

Protest: See "Grievance".

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

Quote: See "Bid".

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

Release Date: The date of public release of the ITB to seek bids.

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

Responsible 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.

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

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.

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 Vendor enters a contract to perform a portion of the work awarded to the Vendor.

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 subcontractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

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

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or 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 or 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".

BIDDER'S NAME: _____

ACRONYM LIST

- ACH:** Automated Clearing House
- ARO:** After Receipt of Order
- BAFO:** Best and Final Offer
- CCA:** Cold Cranking Amps
- CPU:** Central Processing Unit
- DAS:** Department of Administrative Services
- EFT:** Electronic Fund Transfer
- EPA/MPG:** Miles Per Gallon
- FOB:** Free on Board
- FWD:** Four Wheel Drive
- GVWR:** Gross Vehicle Weight Rating
- ISO:** International Organization for Standardization
- ITB:** Invitation to Bid
- MA:** Master Agreement
- MSRP:** Manufacturer's Suggested Retail Price
- NDOT:** Nebraska Department of Transportation
- NIGP:** National Institute for Governmental Purchasing
- PDI:** Pre-Delivery Inspection
- POC:** Point of Contact
- RFI:** Request for Information
- SAE:** Society of Automotive Engineers
- SPB:** State Purchasing Bureau
- TSB:** Transportation Services Bureau
- UHF:** Ultrahigh Frequency
- UNL:** University of Nebraska Lincoln
- VHF:** Very High Frequency
- VIN:** Vehicle Identification Number

BIDDER'S NAME: _____

*****PLEASE CONFIRM THE BIDDER'S NAME AND ITB # IS ENTERED IN THE HEADER SECTION OF EVERY PAGE OF THIS DOCUMENT*****

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit bids from qualified Vendors who will be responsible for providing **2022 or Current Production Year Compact 4 Passenger SUV's** at a competitive and reasonable cost.

Bids shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective Vendors are expected to carefully examine the Master Agreement Terms and Conditions, 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:

ITB # 6584 OF, Attachment "D"
Name: Christie Kelly/Procurement Contracts Officer
 Rob Taylor/Procurement Officer
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
 Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Vendor is limited to the POC. After the Intent to Award is issued, the Vendor 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 bid. The POC will issue any answers, clarifications or Amendments regarding this bid in writing. Only the SPB or the awarding Agency can award a contract. Vendors shall not have any communication with or attempt to communicate or influence any evaluator involved in this bid.

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

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1	Release ITB	September 20, 2021
2	Last Day to Submit Written Questions Upload electronic Question submissions for 6584 OF Attachment "D" via ShareFile to: https://nebraska.sharefile.com/r-r759f81f6cba34d53a968a2511930b1d5	September 27, 2021
3	State Responds to Written Questions through an Addendum to be posted to the internet at: https://das.nebraska.gov/materiel/bidopps.html#	October 4, 2021
4	Electronic Bid Opening via Zoom Electronically submitted bids are being accepted due to the challenges of COVID-19. Upload electronic Bid submissions for 6584 OF Attachment "D" via ShareFile to: https://nebraska.sharefile.com/r-r694dbb0c156d4d1091bfb2c2bd3935b6 Zoom Meeting Information: https://us02web.zoom.us/j/7318536781?pwd=cHRFNjZrZBwSitiVDZSQytEa2Zwdz09 Meeting ID: 731 853 6781 Passcode: 4Gkv2t 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.	October 12, 2021 2:00 p.m. Central Time

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision should be submitted electronically or in writing to SPB and clearly titled "ITB Number 6584 OF Attachment "D"; 2022 or Current Production Year Compact 4 Passenger SUV 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.

Questions should be uploaded to ShareFile at <https://nebraska.sharefile.com/r-r759f81f6cba34d53a968a2511930b1d5> but may also be emailed.

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

ITB Section Reference	ITB Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> as shown in the "Schedule of Events".

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

E. SUBMISSION OF BIDS

1. The State is accepting electronically submitted bids for 2022 or Current Production Year Compact 4 Passenger SUVs.

It is the Bidders' responsibility to ensure their bid(s) have been electronically submitted and received by the date and time indicated in the "Schedule of Events" for **2022 or Current Production Year Compact 4 Passenger SUVs**.

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

The State shall not incur any liability for any costs incurred by the Bidder in replying to the **2022 or Current Production Year Compact 4 Passenger SUVs** 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 **2022 or Current Production Year Compact 4 Passenger SUVs** 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 **2022 or Current Production Year Compact 4 Passenger SUVs** 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 **2022 or Current Production Year Compact 4 Passenger SUVs** bid(s).

2. ELECTRONICALLY SUBMITTING ELECTRONIC BID(S)

- a. Bidders should upload bid(s) via ShareFile to:
<https://nebraska.sharefile.com/r-r694dbb0c156d4d1091bfb2c2bd3935b6>
- b. Each bid will have an individual ITB ShareFile link. **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.**

3. OTHER BID DOCUMENTS TO UPLOAD TO SHAREFILE

- a. Any **Proprietary information** (if applicable) should be uploaded as separate and distinct files.
- 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. **No late Bids will be accepted.**
- e. **Hardware, software, internet, user, or electronic issues will not excuse a late bid.**

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

4. ELECTRONIC ITB FILE NAMES

- a. The Bidder should clearly identify the uploaded Bid files.
- b. **Do not submit bid file(s) more than 30 days prior to the Bid Opening. Once file(s) 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:
 - **6584 OF 2022 Compact 4 Passenger Attach "D" <<NAME OF BIDDER>>** Bid.
- e. If the bidder submits the bid/bid documents as separate files, please use the following naming convention(s):
 - **6584 OF 2022 Compact 4 Passenger Attach "D" <<NAME OF BIDDER>>** Bid.
 - **6584 OF 2022 Compact 4 Passenger Attach "D" <<NAME OF BIDDER>>** File 1.
 - **6584 OF 2022 Compact 4 Passenger Attach "D" <<NAME OF BIDDER>>** File 2.
 - **6584 OF 2022 Compact 4 Passenger Attach "D" <<NAME OF BIDDER>>** File 3, etc...
- f. If multiple bids are submitted for the same ITB number and Attachment, follow the same naming convention as letter "e", for example:
 - **6584 OF 2022 Compact 4 Passenger Attach "D" <<NAME OF BIDDER>>** Bid 2".
 - **6584 OF 2022 Compact 4 Passenger Attach "D" <<NAME OF BIDDER>>** Bid 2 File 1.
 - **6584 OF 2022 Compact 4 Passenger Attach "D" <<NAME OF BIDDER>>** Bid 2 File 2, etc.

**ATTACHMENT "D"
ITB #: 6584 OF**

BIDDER'S NAME: _____

II. MASTER AGREEMENT (MA) TERMS AND CONDITIONS

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

*****THE MASTER AGREEMENT (MA) TERMS AND CONDITIONS APPLY TO THIS ITB*****

- A.** The MA Terms and Conditions have been read carefully and are fully understood. All exceptions to the MA Terms and Conditions must be written on, or attached to, the MA Terms and Conditions. **Any noncompliance with any single specification can void your bid.** The Bid must be manually signed in an indelible manner, or by DocuSign, and unit price complies with the given unit of measure.

The **MA Terms and Conditions** are located at:
<https://das.nebraska.gov/materiel/bidopps.html#>

Please note that the MA Terms and Conditions must be manually signed in an indelible manner, or by DocuSign and submitted to SPB on or before the bidder submits their first bid for the **2022 Vehicle Season**. Once submitted for the **2022 Vehicle Season** the MA Terms and Conditions are valid for every bid submitted for any category of Vehicle during this cycle.

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

III. BIDDER INSTRUCTIONS

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

A **"YES"** response means the bidder guarantees they can meet this condition.

A **"NO"** response means the bidder cannot meet this condition and will not be considered.

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

*****IF INFORMATION OR DESCRIPTIONS ARE REQUESTED FROM THE BIDDER IN THESE SPECIFICATIONS (SECTION III) THE RESPONSES ARE REQUIRED AND SHOULD BE PLACED IN THE "NOTES/COMMENTS" AREA OF EACH ADJOINING SECTION AS DIRECTED. NOT RESPONDING WITH THE INFORMATION/DESCRIPTION MAY BE AN AWARD CONSIDERATION*****

A. MANUFACTURER'S MINIMUM SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Because General Motors, Fiat Chrysler, and Ford Motor Company had not released their complete line of Minimum Specifications at the time these specifications were defined, the Minimum Specifications are based off the Manufacturer's 2021 specifications.
NOTES/COMMENTS:			

B. PART 571-FEDERAL MOTOR VEHICLE SAFETY STANDARDS

YES	NO	NO & PROVIDE ALTERNATIVE	*The Federal Standards and Regulations in this section are in addition to the specifications below*
			1. All vehicles bid must meet the Regulations and Safety Standards found in the Electronic Code of Federal Regulations (e-CFR) links below:
			https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&tpl=/ecfrbrowse/Title49/49cfrv6_02.tpl#500
			https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&node=pt49.6.571&rgn=div5
NOTES/COMMENTS:			

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

C. CAB AND BODY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Body color and interior trim will be selected from manufacturer's standard colors (Note: attached color charts will be considered manufacturer colors with no extra charge unless specified in the options).
			2. Approved tinted safety glass in all doors, windows, and windshields.
			3. Glass to be free of optical deviation and visibility distortions.
			4. Standard production heat and sound insulation to be provided.
			5. Full-length headliner.
			6. Seats:
			a. Manufacturer's Front Bucket seats must be heavy-duty, maximum depth, heavy-duty cloth covered, foam rubber seats
			b. Rear seat must be Manufacturer's 40-20-40 or 60-40 style, cloth covered seats that fold down or are removable.
			7. Both left and right-hand sides of each front seat shall have armrests and a fold down, center console. Door armrests are acceptable as armrests.
			8. Dual, padded sun visors included.
			9. Please refer to section 571.111 of the Federal Motor Vehicle Safety Standards for Rearview Mirror specifications.
			10. Power Outlet.
			11. Please refer to section 571.209 of the Federal Motor Vehicle Safety Standards for seat belt requirements.
			12. Manufacturer's electrically operated windshield wipers with multiple speeds and delay modes, manually controlled with electric windshield washer jets to each wiper blade and with intermittent or delay capability.
			13. Manufacturer's installed air-conditioning, manually controlled, to include all items in the factory package.
			14. Factory installed fresh air type heater with dual defrosters.
			15. Manufacturer's Rear Window Defroster.
			16. Manufacturer's AM/FM Stereo.
			17. Halogen high beam and low beam headlights, parking, dome, tail, backup, hazard and stop lights, front and rear directional turn signals, self-canceling control on the steering column and daytime running lights.
			18. Full carpeting floor covering; both front and rear.
			19. Manufacturer's power locks.
			20. Manufacturer's electric power windows.
			21. Hood Release placed inside the driver's compartment.
			22. Automatic Speed control.
			23. Factory installed airbags on both driver and passenger sides.
			24. Largest gallon fuel tank available from factory (minimum 13.0-gallon). Please specify fuel tank gallons being bid in the "NOTES/COMMENTS" section below.
			25. Vehicles shall be delivered with rubberized factory front and rear floor mats or Equivalent if provided through the dealer parts room.
			26. Two (2) fully functional keys and FOB's to enter and operate vehicle. Please specify in the "NOTES/COMMENTS" section if vehicle will only have keys.

**ATTACHMENT "D"
ITB #: 6584 OF**

BIDDER'S NAME: _____

			27. Vehicle to be equipped with front and rear license plate brackets.
NOTES/COMMENTS:			

D. ENGINE AND DRIVE TRAIN

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The minimum Engine size is 1.3L.
			2. A minimum six (6) forward speed Automatic Transmission, with lockup converter or Equivalent.
			3. Air Cleaner.
			4. Oil Filter.
			5. Manufacturer's Axle Ratio.
			6. All vehicles shall have a cooling system filled with antifreeze that meets or exceeds the Manufacturer's specifications for the weather conditions in which the vehicle will travel and be stored.
NOTES/COMMENTS:			

E. SUSPENSION AND RUNNING GEAR

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. A Minimum Wheelbase of 101".
			2. Power Steering.
			3. Manufacturer's Tilt steering Wheel/Column.
			4. To be equipped with four (4) minimum 16", standard, original equipment wheels.
			5. Tires:
			a. To be equipped with four (4) factory installed, minimum 16", full-sized, black wall, tubeless, all season steel-belted radial tires of regular production.
			b. "Mini" or "compact" original equipment spares acceptable.
			c. All tires except the "mini" or "compact" are to be produced and labeled by a major Manufacturer and factory installed.
			d. Spare rim can be steel.
			e. Should have a 50,000-mile tire rating.
			6. Four (4) wheel disc brakes.
			7. Anti-Lock braking system.
			8. The Suspension must be designed to handle passenger and cargo requirements.
NOTES/COMMENTS:			

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

F. ELECTRICAL SYSTEM

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 12-volt, solid state Ignition System shall be equipped with high tension, radio frequency shielded, ignition wiring.
			2. Battery:
			a. Heavy-duty.
			b. Maintenance-free.
			c. Highest CCA capacity available from the factory for model bidding. Please specify CCA in the "NOTES/COMMENTS" section.
			3. Standard Alternator. Please specify amperage rating in the "NOTES/COMMENTS" section.
NOTES/COMMENTS:			

G. 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 (2) way communication devices. Main communication radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply including low band, high band, UHF and VHF.
			2. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE/ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
			3. NDOT will conduct testing of the radio and two (2) way when installed in chassis.
			4. NDOT will notify Vendor if normal operational parameters cannot be met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment.
			5. Vendor shall be required to work with NDOT personnel to reduce interference level to a point acceptable by NDOT normal radio operating parameters.
			6. Vendor shall have 30 days to resolve Radio Frequency Interference issues.
			7. Vendor and/or Manufacturer will be responsible for all costs to replace and/or modify any parts found to cause Radio Frequency Interference.
			8. If NDOT and Vendor cannot resolve the source of the Radio Frequency Interference issue, the unit will be sent to an independent accredited lab for testing to ensure SAE/ISO Standards compliance.
			9. If, after testing by NDOT and/or an accredited lab, the Vendor is unable or unwilling to incur the cost to correct Radio Frequency Interference issue(s) to the satisfaction of NDOT, All Orders and Corresponding Contract(s) Will Be Cancelled.
			10. Testing shall be performed to SAE/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 costs incurred for testing.
NOTES/COMMENTS:			

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

H. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The radiator shall be tagged or marked to indicate the type, brand, and degree of protection.
			2. A thermostat shall be factory installed for permanent antifreeze and be equipped with a coolant recovery system.
			3. Manufacturer's standard complement of tools, bumper jack, wheel wrench, and jack handle to be provided, together with facilities for storage.
			4. Items not listed on the contract, but are required for the ordering Agency's business needs, may be added to the purchase order to complete the purchase of the vehicle. Please contact the awarded bidder for pricing.
			5. The Vendor should provide a link to a price list and/or catalog for MSRP pricing with the corresponding discount from MSRP. If link is available, please enter it in the "NOTES/COMMENTS" section.
NOTES/COMMENTS:			

I. SUSTAINABILITY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes in the "NOTES/COMMENTS" section.
NOTES/COMMENTS:			

J. DELIVERY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. All vehicles shall be delivered FOB Destination to the location on the purchase order in Lincoln, Nebraska in accordance with the Delivery Schedule shown on the purchase order.
			2. Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline.
			3. Vehicles showing lack of proper Vendor pre-delivery service shall be subject to rejection until the vehicle is properly serviced.
			4. Factory pre-delivery service is not acceptable.
			5. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
			6. Dealer nameplates, decals, etc. shall not be affixed to the vehicle.
			7. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
			8. After the vehicle has been fully serviced, the Vendor may deliver it by rail freight, truck transport or driven to the destination.
			9. Delivery hours are between 9:00 AM and 3:00 PM, Monday through Friday, except Saturdays, Sundays and all State and Federal holidays.
			10. All deliveries must be scheduled with the Agency Representative.
			11. The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

			12. Each vehicle shall be completely checked by the Vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
			13. A signed copy of the PDI form shall be delivered with all other required documentation.
			14. Odometer mileage:
			a. Within a 200-mile radius of Lincoln (less than 200 miles on odometer)
			b. Outside the 200-mile radius of Lincoln (less than 450 miles on odometer)
			15. Vehicles will not be accepted if all paperwork is not with the vehicle at the time of delivery.
			16. Vendors may honor pricing and extend the contract to political subdivisions, cities, and counties. Political subdivisions, cities, and counties must adhere to the terms and conditions of the contract.
			17. Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply may result in the Vendor not being allowed to bid on future vehicle contracts.
			18. All equipment should accompany the vehicle upon delivery. For example, if the vehicle was ordered with floor mats and two (2) keys it must be delivered with the specified floor mats and two (2) keys.
NOTES/COMMENTS:			

K. INVOICING/ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Invoices shall describe the vehicle and include at least the VIN, key number and State of Nebraska purchase order number.
			2. The Vendor shall provide the order number to the Agency within five (5) business days after the Purchase Order has been received. The Vendor shall email, fax, or mail this information to the purchasing Agency.
			3. Upon acceptance of the purchase order the awarded bidder agrees to abide by any such prospective delivery date.
			4. Purchase orders issued from the resulting contract(s) may specify prospective delivery dates due to Agency operational needs and budget. Upon acceptance of the purchase order, the Vendor agrees to abide by any such prospective delivery date.
NOTES/COMMENTS:			

L. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The manufacturer's standard warranty applies to each vehicle:
			a. A minimum warranty of three (3) years, 36,000 miles or the manufacturer's standard warranty, whichever is greater.
			b. A minimum of five (5) years, 100,000 miles rust warranty.
			c. Mechanical or body repair under the manufacturer's warranty, prior to the use of the vehicle by the State, shall be the responsibility of the awarded bidder, including the transportation thereof.
			d. Warranty to be effective from the date of issuance of first assignment.
			e. The mileage warranty to be effective from the date of issuance of the first assignment with the mileage reading taken from the odometer.

**ATTACHMENT "D"
ITB #: 6584 OF**

BIDDER'S NAME: _____

			f. The selling dealer awarded bidder will provide warranty activation cards, or delayed warranty forms with manufacturer mailing information in order to properly activate said warranty.
			2. Please indicate standard manufacturer's warranties in the "NOTES/COMMENTS" section.
NOTES/COMMENTS:			

M. SERVICE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it is the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
			2. It is the responsibility of the Vendor to see that the following Agencies have received, or will receive, Fleet Buyers Guides and Source Books for ordering purposes:
			a. DAS TSB;
			b. DAS SPB;
			c. UNL Transportation Services;
			d. Game and Parks Commission;
			e. NDOT; and,
			f. The Nebraska State Patrol.
			3. It is the obligation of the State to pay contingent upon the legislative appropriation of funds for that purpose. Should said funds not be appropriated, the State may terminate this agreement. The State will give the Vendor 30 days' written notice of such termination.
			4. The Vendor must indicate to whom payment is to be made, stating the full name of the company or entity, complete address, and telephone number.
			5. After a contract is awarded, payment shall only be made as indicated unless written notification is made to DAS SPB requesting an addendum to the contract, which must be done 30 days prior to the delivery of the vehicle. THERE WILL BE NO EXCEPTIONS.
			6. If a Vendor is interested in EFT payment, please contact the SPB after the contract(s) have been awarded.
			7. The manufacturer and/or the awarded bidder should allow the State to participate in the manufacturer's service training network. The service training network includes Vendor onsite training, schools and computer-based training when applicable.
NOTES/COMMENTS:			

ATTACHMENT "D"
ITB #: 6584 OF

BIDDER'S NAME: _____

N. EXTENSION OPTION

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 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 for 50% or less of the initial contract term, per Neb Rev § 81-1118.
NOTES/COMMENTS: 			

O. BID COMPLIANCE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to the bid. Noncompliance with any single specification can void your bid. Make sure the Bid is signed and unit price complies with the given unit of measure.
NOTES/COMMENTS: 			