

State of Nebraska - INVITATION TO BID CONTRACT

Date	10/18/21	Page	1 of 1
Solicitation Number	6598 OF		
Opening Date and Time	11/09/21	2:00 pm	
Buyer	ROBERT TAYLOR (AS)		

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

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

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

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

Contract to supply and deliver Truck Chassis Minimum 32,000 GVWR With Sign Crane Equipment to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(10/18/21 ml)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	32000 GVWR SIGN TRUCK W/CRANE	2.0000	EA	302,225.00	604,450.00
2	HYDRAULIC WINCH OPTION	2.0000	EA	8,582.00	17,164.00
3	GENERATOR/WELDER OPTION	2.0000	EA	8,863.00	17,726.00

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: NET % 10 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.

SEE SECTION 00

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

Enter Contact Information Below

VENDOR# _____
VENDOR: TRUCK CENTER COMPANIES
Address: 5701 ARBOR ROAD / PO BOX 29468
LINCOLN, NE 68517

Contact BILL COLLIER
Telephone 402-464-2444
Email bcollier@truckcentercompanies.cc

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

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

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

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

A. GENERAL

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

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

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's Bid response;
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 ITB and any Questions and Answers, 4) the original ITB document and any Addenda, and 5) the Contractor's submitted Bid.

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

B. NOTIFICATION

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

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

Communications regarding the executed contract shall be in electronic format and shall be deemed to have been given to the parties at their respective addresses or at such other addresses as may be specified in electronic format by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. NOTICE (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 (Initial)	NOTES/COMMENTS:
BC			

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's bid, were foreseeable, or result from difficulties with or failure of the Vendor's bid or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

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

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

G. VENDOR PERFORMANCE REPORT(S)

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

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 CONTRACTOR BREACH

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

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, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. BREACH

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

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)

J. NON-WAIVER OF BREACH

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

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

K. SEVERABILITY

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

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

L. INDEMNIFICATION

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

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, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

M. ATTORNEY'S FEES

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

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

N. ASSIGNMENT, SALE, OR MERGER

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

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 (Initial)	NOTES/COMMENTS:
BC			

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 (Initial)	NOTES/COMMENTS:
BC			

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may be granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

Q. CONFIDENTIALITY

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

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.

R. EARLY TERMINATION

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

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 (30) 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 (60) 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;
 - 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.

S. CONTRACT CLOSEOUT

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

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;

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

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

III. VENDOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Vendor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Vendor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Vendor warrants that all persons assigned to the project shall be employees of the Vendor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law;
3. Damages incurred by Vendor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Vendor's bid. The Vendor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or Subcontractor employee.

Vendor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Vendor 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 <https://das.nebraska.gov/material/sites/purchasing.html>

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

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.

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

The Vendor 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 Vendors 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

D. COOPERATION WITH OTHER VENDORS

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

Vendor may be required to work with or in close proximity to other vendor or individuals that may be working on the same or different projects. The Vendor 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 vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

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

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, F.O.B. destination 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.

Prices submitted on the cost bid form, once accepted by the State, shall remain fixed for the first one hundred and eighty (180 days) of the contract. Any request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to the proposed effective date. Documentation may be required by the State to support the price increase. Failure to provide such documentation could be grounds to delay or reject price increase requests.

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

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

G. COST CLARIFICATION

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

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

H. PERMITS, REGULATIONS, LAWS

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

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.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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 (Initial)	NOTES/COMMENTS:
Be			

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

K. CONFLICT OF INTEREST

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

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

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

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

L. STATE PROPERTY

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

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

M. SITE RULES AND REGULATIONS

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

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

N. DISASTER RECOVERY/BACK UP PLAN

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

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.

O. DRUG POLICY

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

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.

P. WARRANTY

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

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.

Q. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

R. ANTITRUST

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

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.

S. CONFLICT OF INTEREST

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

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

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

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

T. ADVERTISING

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

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.

U. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Vendor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Vendor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

V. DISASTER RECOVERY/BACK UP PLAN

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

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.

W. DRUG POLICY

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

Vendor certifies it maintains a drug free work place 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.

X. WARRANTY

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

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.

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 ITB. 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. Invoices mailed to: NDOT 1500 HWY 2 P.O. Box 94759 Lincoln Ne 68509-4759 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. 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 Vendor 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 Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

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

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

The State’s obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The 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.

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Vendor’s performance of this contract upon a thirty (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 contractor’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 (Initial)	NOTES/COMMENTS:
BC			

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 three percent (3%) 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 ninety (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.

V. **SCOPE OF WORK**

The Vendor must provide the following information in response to this ITB:

A. **SCOPE**

It is the intent of this bid invitation to establish a contract to supply **Truck Chassis Minimum 32,000 GVWR With Sign Crane Equipment** 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 contractor and the State.

All items proposed shall be of the latest manufacture in production (as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the **Truck Chassis Minimum 32,000 GVWR With Sign Crane Equipment** whether or not they may be specifically mentioned below.

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

VI. TECHNICAL SPECIFICATIONS

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” response means the Vendor guarantees they can meet this condition.

“NO” response means the Vendor 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 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.

A. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
X			2. It is the responsibility of Vendors 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 Vendor.
X			3. No interpretation related to the meaning of ITB specifications or other pre-bid documents will be made orally to any Vendor by the State. Any ITB interpretation must be put in writing by the Vendor to: the State Purchasing Bureau, E-mail questions to SPB. as.materieipurchasing@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:			

B. ENGINE

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Diesel engine shall be a minimum of 6.7 Liters.
X			2. Engine shall have a minimum 300 net horsepower developed at SAE N1349 or ISO 9249 under standard conditions with all accessories.
X			3. Cold starting aid of: ECM Controlled, Glow plugs; equivalent pre-heater; or ether injection of Turner LP535-1 or equivalent with cartridge required. State which is Supplied <u>INTAKE WARMER</u>
X			4. Manufacturer’s recommended alternator, and starter.
X			5. Full flow, throw away type oil filter(s) required.
X			6. Air Cleaner -Replaceable dry Type

YES	NO	NO & PROVIDE ALTERNATIVE	
X			7. Heavy-duty Capacity Radiator
X			8. Temperature controlled fan, variable-speed governor, fuel/water separator and coolant conditioner filter required. <u>N/A ON B6.7</u>
X			9. Manufacturer's recommended type antifreeze protection to no less than 34 degrees below zero Fahrenheit required.
X			10. A 120 volt AC block heater with a sturdily-mounted, male receptacle with cover that is conveniently located will be furnished in all water-cooled units.
X			11. Muffler with vertical stack and heat shield, preferably on right hand side. Vertical stack must have elbowed 90-degree outlet that is of equivalent material and finish as stack, which may be dealer installed.
X			12. Please state the following: i. Engine Brand: <u>CUMMINS</u> ii. Engine Model: <u>B6.7</u> iii. Flywheel Horsepower: <u>300</u> iv. Governed RPM: <u>2600</u>
NOTES/COMMENTS:			

C. TRANSMISSION

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Allison minimum six speed automatic transmission Model 3000RDS or 3500RDS
X			2. Transmission oil temperature gauge on or near dash.
X			3. Transmission to have dual PTO openings if required for body/crane hydraulic system.
NOTES/COMMENTS:			

D. TIRES AND WHEELS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Seven, tubeless, steel belted radials, <u>minimum</u> 11R22.5 14 ply rating.
X			2. Highway tread on front, traction tread on rears. All shall be the tire size normally furnished as original equipment by the truck manufacturer
X			3. Tire must be Goodyear, Firestone, Bridgestone, Michelin, Continental or General and shall carry said company name. State brand <u>CONTINENTAL</u>
X			4. Seven, 22.5 inch by <u>minimum</u> 8.25 inch, standard steel disc wheels with 10 studs hub piloted on 11-1/4 inch bolt circle; identical including color, interchangeable.
X			5. Rear wheels and tires must be spaced to permit the use of tire chains.
NOTES/COMMENTS:			

E. BRAKES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Service brakes shall be four wheel, ADB (Air Disc Brakes).
X			2. Two Pads per wheel with dust shields.
X			3. Service brakes shall be disc type.
X			4. A spring-loaded parking brake system designed to automatically apply parking brakes when pressure in main air reservoir drops below safe pressure with warning signal is required.
X			5. The compressor shall be a single or two-stage water-cooled type with a minimum capacity of 12 CFM.
		X	6. Bendix AD-IP dryer and drain valves for all air tanks that must be conveniently operated from side of chassis are required, both of which may be dealer installed in not available by manufacturer.
NOTES/COMMENTS: <i>b. WABCO SYSTEM SAVER HP</i>			

F. STEERING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Manufacturer's recommended power steering.
X			2. Tilt steering wheel required
NOTES/COMMENTS:			

G. Chassis

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Shall not be less than 32,000 pounds GVWR.
X			2. Wheelbase shall be approximately 225 inches. Please state <u>221</u>
X			3. Cab to axle distance of approximately 156 inches. Please state <u>156</u>
X			4. After frame from center of axle approximately 100 inches. Please state <u>100</u>
X			5. Back of cab to end of frame approximately 256 inches. Please state <u>256</u>
X			6. Frame to be double channel design or heavy duty single frame. Double frame starting under cab would be acceptable.
X			7. Minimum section modulus of 24
X			8. Frame RBM (Resisting Bending Movement) to be minimum 3,210,000 inch pounds per side.
X			9. Manufacturers recommended Front bumper.
X			10. I-Beam Front axle, with minimum capacity of 12,000 pounds.
X			11. Manufacturer's recommended front shock absorbers for GVWR.
X			12. OIL FILLED FRONT WHEEL HUBS REQUIRED.

YES	NO	NO & PROVIDE ALTERNATIVE	
X			13. Single speed rear axle with differential by Eaton 21065D, Spicer J210-S or Rockwell RS-21-145 both mechanically locking type on rear. Minimum 21,000 pounds capacity.
X			14. Adequate gear ratios must be available to achieve road speed of 70 MPH at governed engine RPM.
X			15. Front springs minimum 12,000 pound capacity and rear springs minimum of 23,000 pound capacity; must comply with the manufacturer's GVWR.
NOTES/COMMENTS:			

H. CAB

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Fully enclosed safety type cab with key locks on doors.
X			2. Cab shall be fully and tightly enclosed with sound suppression .
X			3. Tinted safety glass windshield, windows and door(s) required.
X			4. Cab to have minimum 55 inches floor to headliner height and Minimum interior width of 68 inches.
X			5. Tilt forward hood/fenders are required.
X			6. Dual electric horns; dual padded sun visors; dual arm rest on door or seat mounted.
X			7. AM/FM radio, 12 volt Accessory plug and USB Ports 2 ea.
X			8. Dual, 2-speed or variable speed electric wipers.
X			9. Dual windshield washers.
	X		10. Inside rear view mirror(s) and floor mat required. U/A
X			11. Right and left side, adjustable arm, rear vision West Coast type mirrors with non-glare or tinted glass preferred.
X			12. Minimum 7 inches by 16 inches.
X			13. Right and Left 8 inch convex mirror mounted below west coast mirrors.
X			14. Truck manufacturer's recommended outside air intake heater with defroster for entire windshield.
X			15. Unit shall have manufacturer's factory installed air conditioning.
X			16. Unit to have rearview camera installed.
		X	17. Bostrom high back or National Brand Model 2000, air, vinyl-covered seat for drivers and passenger side. Both seats must be able to adjust forward and backwards on gliders. Both brands of seats must meet the travel requirements in this specification when in installed in the bid truck. No other seat will be acceptable without approval by Fleet Management prior to bid opening.
X			18. Seat belts for occupant capacity, lap/shoulder type with retractors for outer seats.
X			19. Seats must be able to provide 6.5 inches of travel.
X			20. Halogen high beam headlights with low beam; parking; dome; tail and stop lights; front and rear directional turn signals. LED lights Acceptable.
NOTES/COMMENTS: 17. REQUESTED MODELS NO LONGER AVAILABLE			

I. INSTRUMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The following gauges or digital displays are required.
X			2. Key locking ignition switch; head, parking and dome light switch; headlight beam control; speedometer.
X			3. Oil pressure gauge; fuel gauge; engine temperature gauge; ammeter or voltmeter.
X			4. Vacuum restriction gauge for air cleaner on or near dash, must be mounted to be easily read from driver's seat, which may be dealer-installed if not available from manufacturer.
X			5. High beam indicator light; flashing turn-indicator lights; traffic hazard switch.
X			6. Self-canceling, turn signal switch on steering column.
X			7. Dash-mounted, tachometer and hour meter required. Hour meter may be dealer installed.
X			8. Locking hand throttle, air pressure gauge.
X			9. Dash-mounted in cab control for locking differential engagement/disengagement; red or amber warning light when engaged is required, which may be dealer installed.
X			10. Two sets of keys per truck.
NOTES/COMMENTS: 8. NO LOCKING HAND THROTTLE - ELECTRONIC			

J. FUEL TANK/ DEF TANK

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Minimum 75 gallons. Please state capacity <u>80</u> gallons.
X			i. Fuel tank to be constructed from aluminum or Stainless Steel if available from OEM. Please state tank material to be provided. <u>ALUMINUM</u>
X			2. DEF Tank to be recommended manufacture size for fuel tank capacity Supplied
NOTES/COMMENTS:			

K. ELECTRICAL

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Manufacturer's recommended batteries for diesel engine quoted, but, Minimum 1800 cold cranking amperes.
X			2. Alternator shall have 130 ampere minimum.
NOTES/COMMENTS:			

L. COLOR

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Cab and Fenders will be manufacturer's standard highway safety yellow.
X			2. Paint will be base coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.
NOTES/COMMENTS:			

M. RADIO FREQUENCY SHIELDING – CAUTION!!!

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Installed components and equipment shall be compatible with use of NDOT mobile and/or two-way communication devices. Main communication radio operates in low band range of 47 MHz to 48MHz, but all frequencies apply including low band, high band, UHF, and VHF.
X			2. Installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to electromagnetic Compatibility.
X			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.
X			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 are current at date of bid. Should the loader and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.
X			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:			

N. MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Operator's manuals should accompany each unit when delivered.
X			2. Equipment shop repair manual or CD ROM. If available online the State of Nebraska must be able to access it free of charge for fifteen (15) years.
X			3. Engine shop repair manual or CD ROM. If available online the State of Nebraska must be able to access it free of charge for fifteen (15) years.
X			4. Equipment parts manual or CD ROM. If available online the State of Nebraska must be able to access it free of charge for fifteen (15) years.

YES	NO	NO & PROVIDE ALTERNATIVE	
X			5. Engine parts manual or CD ROM. If available online the State of Nebraska must be able to access it free of charge for fifteen (15) years.
X			6. All manuals must be furnished prior to payment and delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.
NOTES/COMMENTS:			

O. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The bidders should submit with their bid a list of any special tools they will furnish with each unit.
X			2. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
X			3. Dealer's pre-delivery service required.
X			4. Color: Manufacturer's standard yellow color.
X			5. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility of the manufacturer and/or the successful bidder to warrant to the State of Nebraska, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.
NOTES/COMMENTS:			

P. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Manufacturer's usual warranty shall apply, and shall be in effect for at least one year from the date the equipment was placed in service by purchasing entity. Bidder should supply warranty information with bid.
X			2. Vendor shall be responsible for all repairs to include parts, labor and unit transportation cost during the twelve (12) month usual warranty period.
X			3. Written manufactures warranty coverage including, The Engine ,transmission & differential must accompany delivered units.
X			i. Prior to the awarding or entering into any agreement or contract, it shall be the responsibility of the manufacturer and/or the successful bidder to warrant to the State of Nebraska, In writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.
X			ii. Provide any information on towing available and what is covered.
X			iii. It is understood that the bidder accepts the above warranty requirements when offering a bid.
NOTES/COMMENTS:			

Q. TRAINING

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

R. SPECIFICATION FORM(S)

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
X			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:			

S. SIGN/ CRANE EQUIPMENT & BED

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Unit shall be a Palfinger PK 14002-EH or equivalent. State brand supplying _____, Equivalent Brands and Models Must be approved by NDOT prior to bid opening (during Q&A period).
			2. Unit shall comply with ASME/ANSI B30.22 & Strength Calculation EN-12999,H1-B3 standards for articulating boom cranes.
			3. Hydraulic actuated articulating crane.
			4. Boom length shall be all hydraulic to minimum 48 foot, 7 inches.
			5. Electronic engine throttle module package required if equipped with gear or vane pump.
			6. Dual Air shift PTO's – Hour meter for crane.
			7. Crane to be rear mounted.
NOTES/COMMENTS:			

NN. SAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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:			

OO. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
		X	1. Delivery desired within (90-120) days after receipt of order(s).
NOTES/COMMENTS: AT THIS POINT UNITS COULD DELIVER IN THE PERIOD FROM MARCH TO DECEMBER OF 2022. FINAL DETERMINATION FROM DTNA ON BUILD SLOTS WILL BE RECEIVED BY NOVEMBER 15TH, 2021.			

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

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

QQ. ORDERS

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

RR. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
X			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 invitation.
	X		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: 3, NO RETURNS OR REPLACEMENTS - WARRANTY ONLY			

SS. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
X			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this ITB for the entire warranty period.
X			3. Vendor shall provide a list of approved OEM service, repair & parts locations in the State of Nebraska or within a 4 hour response time. Please list below or attach a list: _____ _____ _____
X			4. Vendor shall provide a list of approximate number and locations of OEM Trained and/or certified service technicians in the state of Nebraska or in a 4 hour response time. Please list below or attach a list: _____ _____ _____
NOTES/COMMENTS:			

Q. TRAINING

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

R. 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:			

S. SIGN/ CRANE EQUIPMENT & BED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Unit shall be a Palfinger PK 14002-EH or equivalent. State brand supplying Palfinger PK14002-EH Equivalent Brands and Models Must be approved by NDOT prior to bid opening (during Q&A period).
X			2. Unit shall comply with ASME/ANSI B30.22 & Strength Calculation EN-12999,H1-B3 standards for articulating boom cranes.
X			3. Hydraulic actuated articulating crane.
X			4. Boom length shall be all hydraulic to minimum 48 foot, 7 inches.
X			5. Electronic engine throttle module package required if equipped with gear or vane pump.
	X	One hot shift PTO Yes Hour Meter	6. Dual Air shift PTO's – Hour meter for crane.
X			7. Crane to be rear mounted.
NOTES/COMMENTS:			

T. PERFORMANCE

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Crane rating at 6 TON OR 12,670 lbs. MAX
X			2. Minimum capacities, rotation to hook point.
X			i. 6,300pounds at 13 foot 9 in.
X			ii. 3,900 pounds at 20 foot 4 inches.
X			iii. 2,750 pounds at 26 foot.
X			iv. 2,050 at 33 foot 10 inches
X			v. 1,640 pounds at 41 foot 0 inches.
X			vi. 1,380 pounds at 47 foot 11 inches.
X			3. Reach above ground approximately 52 foot.
X			4. Horizontal reach to minimum 48 foot 7 inches hydraulically.
X			5. 420 degree rotation.
X			6. 34 inch mounting space required.
X			7. Minimum 20 foot outrigger span.
X			8. Minimum crane weight, 2510 pounds.
NOTES/COMMENTS:			

U. CONSTRUCTION & ROTATION SYSTEM

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Crane shall be constructed of high strength, low alloy steel and electrically welded. Strength Calculation EN- 12999,H1-B3 standards.
X			2. Large diameter composite bearings with chrome plated pins at all pivot points.
X			3. Minimum Five section Hydraulic Extension to 48 foot 7 inch.
X			4. Rack and pinion rotation system.
X			5. 420 degrees non continuous rotation with 9400 Ft, lbs. rotation torque.
X			6. Port relief valves in main control valve to protect rotation drive system.
X			7. Rotation system to be protected from outside contaminates with a dust seal.
NOTES/COMMENTS:			

V. HYDRAULICS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Minimum 9 GPM gear type hydraulic pump or 10 GPM piston pump. Single load sensing, pressure compensating pump with minimum 20 GPM to operate crane, auger and tool circuit.
X			2. If vendor or crane manufacturer does not offer single pump then bidder must supply a two pump system with minimum 9 GPM pump for crane and minimum 21 GPM pump for auger/tool circuit. Please state what is being provided. SINGLE PISTON PUMP VARIABLE DISPLACEMENT
X			3. Transmission mounted SAE 6 bolt PTO for flange mounted hydraulic pump. Select PTO ratio for minimum 1000 RPM operation.
X			i. PTO control to be mounted with appropriate decals and indicator light.
X			ii. System operation pressure to be minimum 4,600 PSI.
X			iii. Minimum 35-gallon frame mounted hydraulic fluid reservoir with sight gauge and magnetic drain plug.
X			iv. 10 micron replaceable spin-on type hydraulic filter in the return line.
X			v. Hydraulic system must be designed to allow for simultaneous boom functions.
	X	Crane Fittings are JIC	vi. Hydraulic components shall be standard SAE type ports, hoses, and fittings in all pressure lines.
X			vii. All hydraulic components shall be installed in a neat professional manner conforming to current engineering and manufacturing practices.
X			4. Counterbalance valves to hold lift, folding, extend cylinders in place in the event of hose failure.
X			5. Overload relief valves to slowly lower the load in the event of an overload condition.
X			6. Single waist level controls with identical operation of crane and outrigger functions. Control system must facilitate multi-function capability.
NOTES/COMMENTS:			

W. OUTRIGGERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Outriggers shall have hydraulic extension to a Minimum spread of 20'.
X			2. Outrigger beam system shall have adjustable side guides in the crane base.
X			3. 9" stabilizer plates with 10 degree tilting capability in all directions shall remain fixed to leg for transport.
X			4. Leg cylinder hoses shall be routed on top of the beams for maximum protection
X			5. Outrigger legs shall be equipped with pilot operated check valves.
X			6. Outrigger controls shall be located so that the outrigger being operated is in clear view of the operator.
X			7. An electric diverter shall isolate crane and outrigger controls from simultaneous operation.

YES	NO	NO & PROVIDE ALTERNATIVE	
X			8. A bubble level equipped with visibility mirror shall be installed at each outrigger control station.
X			9. Outrigger legs shall have a wraparound L.E.D. warning light.
NOTES/COMMENTS:			

X. PERSONNEL BASKET

YES	NO	NO & PROVIDE ALTERNATIVE	
	X	Steel Construction	1. One-man, gravity leveled Fiberglass/Composite or Aluminum basket.
X			2. Designed to ASME B30-23 or European standards equivalent. Verification for personnel basket meeting standards shall be provided prior to bid award.
X			3. Quick Connect System frame with positive lock swing brake.
	X	27" x 32" 616 lbs	4. A one person basket approximately 36 inch by 36 inch, 350 lb. capacity required. Please state size of basket. 27" X 32", 616 LB CAPACITY
X			5. Full body safety harness with lanyard.
X			6. NON INSULATED
X			7. Storage holder on basket for remote control transmitter.
NOTES/COMMENTS:			
Only one personnel basket option is offered by Palfinger 27" x 32" steel basket with 616 lb capacity			

Y. REMOTE CONTROLS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Waist, neck or in bracket in basket Radio Remotes.
X			2. To be used on ground or in basket.
X			3. Shall consist of a modulator, transmitter, fixed mount receiver and decoder.
X			4. Scareco paddle type wireless or Equivalent five-function proportional with priority control valve to control oil flow and speed of crane.
X			5. Power on and off switch with indicator light located in cab.
X			6. Remote engine stop/start function in hand controller. Stop/start function requires the following truck modifications.
X			7. Neutral safety switches on transmission.
X			8. Electric engine shut off.
X			9. Remote engine accelerator to activate throttle remotely.
X			10. Effective operating range to be 400 feet.
NOTES/COMMENTS			

Z. HYDRAULIC AUGER

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. A High Performance auger system with 3600 ft/lbs of rotational torque is required and must be equipped with boom mounted hose reel.
X			2. Earth Auger shall utilize a boom tip insert to attach the auger. (attaching to the boom tip lug not acceptable)
X			3. A 300 mm & 500 mm auger with tungsten wear parts shall be provided.
X			4. A stowing system for auger and fighting must be installed onbed and designed for one man set up.
X			5. If single pump system is not used auger system shall require a separate air shift PTO pump to deliver minimum 21 GPM at 70 RPM.
X			6. Unit must be capable of running a 36 inch auger.
X			7. Operation of auger circuit from remote control is preferred.
NOTES/COMMENTS			
Z5 - Single Pump will be used			
Z6 - Requirement for 36" auger capability drives auger spec to BEG 80 model with 5,530 ft/lbs torque			

AA. AUXILIARY HYDRAULIC TOOL CIRCUIT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Unit shall have a detented control valve in main valve body or electrical activated solenoid valve to supply oil to auxiliary requirements.
X			2. Quick coupler to be mounted under control valve on curb side at rear.
X			3. Operating pressure to be 2000 PSI with an 8 to 10 GPM flow.
X			4. Hoses for tool circuit should be minimum ½ inch.
X			5. Shall be set for ground level operation of tools.
X			6. Need Auxiliary tool circuit to run off of boom and be able to run off of remote controls.
X			7. Need hand held hydraulic hand tamper and 45 pound hydraulic impact hammer with 1-1/8 inch shank.
NOTES/COMMENTS			

BB. CRANE MOUNTING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Unit shall be rear mounted behind sign body and bed. Frame reinforcement and/or crane sub-base is required to improve torsional rigidity of chassis frame.
X			2. Auxiliary rear engine throttle is required.
X			3. Mount both hydraulic pumps directly to PTO's and equip with hour meters.
	X	Crane Hour Meter is Built Into Crane Pedestal	4. PTO and Hour Meters to be installed on top of control/storage box which will be mounted on floor in cab. All electric control switches to be installed at same location in cab.
X			5. Furnish and install a pair of boom mounted work lights with control switch in cab on control box.
NOTES/COMMENTS			

CC. BED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Eight foot Six inches wide and Sixteen foot long.
X			2. Construction of steel of six inch frame rails, eight inch stringers and three inch cross channels, reinforced for signing equipment.
X			3. Diamond plate steel deck of 1/8-inch thickness.
X			4. Lights per Federal guidelines and utilizing OEM chassis tail and brake light.
NOTES/COMMENTS			

DD. STEEL COMPARTMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Modular sign storage and tool/storage boxes for top of bed.
X			i. Front (behind cab) (thru) compartment box (I.D.) Inside Dimensions to be approximately 24 inches wide x 48 inches tall x 96 inches long, with door on each end. With weather proof roll-up doors. Door openings to be I.D.) inside dimensions of 48 inches tall.
X			ii. Sign storage boxes two (2) one on each side(I.D.) Inside Dimensions approximately 48 inches wide x 48 inches deep x 48 inches tall with weather proof roll-up doors. Door openings to be I.D.) inside dimensions of 48 inches tall.
X			iii. Miscellaneous storage boxes (four) two each side approximately 36 inches deep x 48 inches tall x 24 inches wide with horizontal shelves, with weather proof roll-up door.
X			iv. All storage cabinets locks to be keyed the same.
X			v. Storage and securement system to be mounted on top of cabinets on both sides to carry wood and steel poles for sign installations with stops on both ends.
X			vi. Underbody pull out access ladders located under shelved boxes on each side.
X			2. Underbody storage boxes; Three approximately 36 inch x 25 inch x 24 inch to be frame mounted with down opening doors with stainless steel pin and bushing hinges and "T" handles.
X			3. Two underbody storage boxes on the curbside to be approximately 36 inch x 25 inch x 24 inch with down opening doors to contain electrical reel and air hose reel. One underbody storage box on the driver's side to be approximately 36 inch x 25 inch x 24 inch with down opening door and one shelf in the middle.
X			4. Heavy duty steel mud flaps to be mounted front and rear of tires.
X			5. No dealer nameplates or signs on the mud flaps.
X			6. Custom personal basket storage bracket top of bed. On right or left side Behind storage cabinets.
X			7. Custom auger drive and fighting storage brackets underneath truck at rear. Designed for one man installation and disconnect. Must be able to store 18" auger/fighting.
X			8. Fabricated top frame work shelf behind crane.
X			9. Rear ICC bumper.
X			10. All lights to be installed per Federal requirements and utilizing OEM truck supplied rear lights.

YES	NO	NO & PROVIDE ALTERNATIVE	
X			11. Winning vendor should supply drawing of compartments, basket storage location, welder location, auger drive storage to NDOT Fleet management for approval prior to construction.
NOTES/COMMENTS			

EE. MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Operator's manual must accompany each unit delivered.
X			2. Parts and service manual for platform and auger unit.
X			3. All manual(s) must be furnished prior to payment and delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.
NOTES/COMMENTS			

FF. AIR TOOL SUPPLY SYSTEM

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. A hose reel with 50 foot of 3/8 inch air hose mounted under bed in storage box on the curbside will be provided.
X			2. All necessary hose, fittings, safety shut off valves and plumb in to hose reel from trucks secondary air supply will be furnished.
NOTES/COMMENTS			

GG. POWER INVERTER

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. A modified sine wave power inverter shall be furnished that has a maximum continuous power rating of at least 3000 Watts. To be mounted in right hand front underbody compartment. Unit to shut off with engine key.
X			2. Unit to have 1 horsepower surge capability.
X			3. Unit to have over and under voltage protection.
X			4. Unit to run silent and have at least one AC receptacle.
X			5. ReelCraft model LG3040 with 40 foot 12-3 cord and style 9 outlet to be mounted in right hand front underbody compartment.
NOTES/COMMENTS			

HH. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Bidder will submit with their bid a list of any special tools they will furnish with each machine.
X			2. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are <u>acceptable</u> .
X			3. Dealer pre-delivery service required.
X			4. Crane Color – Manufacturer's standard color. Please state if high visibility color is available. <u>RAL Colors Available for Added Cost (Yellow)</u>
X			5. Bed and upper body, top of bed boxes to be painted to match cab of truck.
X			6. Truck frame, underbody boxes to be painted black.
NOTES/COMMENTS:			
HH4 - Custom crane color only applies to crane base, column, main boom and outer boom.			

II. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	For Crane, Bed and Steel Compartments
X			1. The manufacturer's usual warranty including parts and labor shall apply and be for at least one year after date of delivery.
	X	3 Years Total Included	2. All items on unit for lifting to carry an additional 3 year warranty.
X			3. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility of the manufacturer and/or the successful bidder to warrant to the State of Nebraska, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.
NOTES/COMMENTS:			
Extended Crane Warranty Included is 36 Months Full / 24 Months Structural Due to Auger Application (Max Allowable)			

JJ. TRAINING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Minimum of two hours per unit by factory trained individual in operation and maintenance.
X			2. Fleet Management will contact successful bidder on schedule which will be held in Lincoln , NE.
NOTES/COMMENTS			

KK. HYDRAULIC WINCH OPTION

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Winch shall be boom mounted on first or second section.
X			2. Capacity shall be 5,100 pounds line pull on a full drum.

YES	NO	NO & PROVIDE ALTERNATIVE	
	X	183'7" of 1/2" Rope	3. Drum shall have 200 foot of 3/8 inch wire rope.
	X	Will not store on boom	4. Winch shall be equipped with a Pin-On boom tip sheave that will store on second section when not required.
X			5. Winch system shall be equipped with Anti-2-block system.
X			6. Controls for winch shall be minimum on one side at main valve and also included in remote system.
NOTES/COMMENTS:			

LL. GENERATOR/WELDER OPTION

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. 23 HP Kohler engine with minimum 435 CCA Battery.
X			2. Minimum 10,500 watts peak AC generator.
X			3. Minimum 9,000 watts continuous AC generator.
X			4. Electric start.
X			5. 12 gallon fuel capacity.
X			6. Engine hour meter.
X			7. To be mounted on drivers side of truck.
X			8. Amp range 50-225 amps.
X			9. Minimum 2 120 volt AC receptacles.
X			10. Minimum 1 120/240 volt receptacle.
X			11. Circuit breakers.
X			12. Process: Stick
X			13. 35 foot #2/0 electrode cable with lug.
X			14. 30 foot #2/0 work cable with lugs.
X			15. Work clamp and electrode holder.
NOTES/COMMENTS:			

MM. ANNUAL USAGE, ESTIMATED

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

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
X			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 invitation.
	X	No returns/replacement Warranty only	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:			

SS. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
X			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this ITB for the entire warranty period.
X			3. Vendor shall provide a list of approved OEM service, repair & parts locations in the State of Nebraska or within a 4 hour response time. Please list below or attach a list: Aspen Equipment Omaha - 11475 S. 153rd Street, Omaha, NE 68138 _____ Includes field service capabilities _____ _____
X			4. Vendor shall provide a list of approximate number and locations of OEM Trained and/or certified service technicians in the state of Nebraska or in a 4 hour response time. Please list below or attach a list: _____ _____ _____
NOTES/COMMENTS:			

NN. SAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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:			

OO. DELIVERY ARO

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

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

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

QQ. ORDERS

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

RR. QUALITY