

State of Nebraska - INVITATION TO BID CONTRACT

Date	10/18/21	Page	1 of 1
Solicitation Number	6599 OF		
Opening Date and Time	11/10/21	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 Tandem Axle Truck Chassis 50,000 GVWR With Minimum 14 Yard Street Sweeper Body 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	14YD STREET SWEEPER 50000 LB GVWR	1.0000	EA	_____	_____
2	OPTIONAL STAINLESS STEEL BODY IF AVAILABLE	1.0000	EA	_____	_____
3	REAR JETTING HOSE REEL OPTION	1.0000	EA	_____	_____

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % _____ DAYS

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

Sign

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

Enter Contact Information Below

VENDOR# _____
VENDOR: _____
Address: _____

Contact _____
Telephone _____
Email _____

INVITATION TO BID

Number 6599 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a commodity contract, ITB Number 6599 OF for the purpose of selecting a qualified Vendor to provide **Tandem Axle Truck Chassis 50,000 GVWR With Minimum 14 Yard Street Sweeper Body**. A more detailed description can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

<https://das.nebraska.gov/materiel/sites/purchasing.html>

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

<https://statecontracts.nebraska.gov>

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

These postings will include the entire bid or response. Bidder 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 using an indelible method with the words "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 VENDOR MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will 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.

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, bid, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this solicitation, specifically waives any copyright or other protection the contract, bid, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the solicitation being found non-responsive and rejected.

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

TABLE OF CONTENTS

INVITATION TO BID..... i

TABLE OF CONTENTS..... ii

GLOSSARY OF TERMS..... v

I. PROCUREMENT PROCEDURE 1

- A. GENERAL INFORMATION..... 1
- B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS 1
- C. SCHEDULE OF EVENTS 2
- D. WRITTEN QUESTIONS AND ANSWERS..... 3
- E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)..... 3
- F. ETHICS IN PUBLIC CONTRACTING 3
- G. DEVIATIONS FROM THE INVITATION TO BID 3
- H. SUBMISSION OF BIDS 3
- I. BID PREPARATION COSTS 5
- J. FAILURE TO COMPLY WITH INVITATION TO BID 5
- K. BID CORRECTIONS 5
- L. LATE BIDS 5
- M. BID OPENING 5
- N. INVITATION TO BID REQUIREMENTS..... 6
- O. EVALUATION OF BIDS..... 6
- P. BEST AND FINAL OFFER..... 6
- Q. REFERENCE AND CREDIT CHECKS 7
- R. AWARD 7
- S. SPECIFICATIONS..... 7
- T. SAMPLES..... 7
- U. ALTERNATE/EQUIVALENT BIDS..... 8
- V. LUMP SUM OR "ALL OR NONE" BIDS..... 8
- W. EMAIL SUBMISSIONS 8
- X. BID TABULATIONS..... 8
- Y. REJECTION OF BIDS 8
- Z. RESIDENT BIDDER 8

II. TERMS AND CONDITIONS 9

- A. GENERAL..... 9
- B. NOTIFICATION 10
- C. NOTICE (POC) 10
- D. GOVERNING LAW (Statutory) 10
- E. AMENDMENT..... 10
- F. CHANGE ORDERS OR SUBSTITUTIONS 10
- G. VENDOR PERFORMANCE REPORT(S) 11
- H. NOTICE OF POTENTIAL VENDOR BREACH 11
- I. BREACH..... 11
- J. NON-WAIVER OF BREACH..... 12
- K. SEVERABILITY 12
- L. INDEMNIFICATION..... 12
- M. ATTORNEY'S FEES..... 13
- N. ASSIGNMENT, SALE, OR MERGER..... 13
- O. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE 13
- P. FORCE MAJEURE 13
- Q. CONFIDENTIALITY 14
- R. EARLY TERMINATION 14
- S. CONTRACT CLOSEOUT 15

III. VENDOR DUTIES..... 16

- A. INDEPENDENT VENDOR / OBLIGATIONS..... 16
- B. EMPLOYEE WORK ELIGIBILITY STATUS..... 17
- C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory) 17
- D. COOPERATION WITH OTHER VENDORS..... 17
- E. DISCOUNTS..... 17

F.	PRICES	18
G.	COST CLARIFICATION.....	18
H.	PERMITS, REGULATIONS, LAWS	18
G.	NOTICE OF POTENTIAL VENDOR BREACH	18
H.	ANTITRUST.....	19
I.	CONFLICT OF INTEREST	19
J.	STATE PROPERTY.....	19
K.	SITE RULES AND REGULATIONS.....	19
L.	DISASTER RECOVERY/BACK UP PLAN.....	20
M.	DRUG POLICY	20
N.	WARRANTY	20
O.	NOTICE OF POTENTIAL VENDOR BREACH	20
P.	ANTITRUST.....	21
Q.	CONFLICT OF INTEREST	21
R.	ADVERTISING	21
S.	DISASTER RECOVERY/BACK UP PLAN.....	21
T.	DRUG POLICY	22
U.	WARRANTY	22
IV.	PAYMENT	23
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory).....	23
B.	TAXES (Statutory)	23
C.	INVOICES.....	23
D.	PAYMENT (Statutory).....	23
E.	LATE PAYMENT (Statutory).....	23
F.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory).....	23
G.	RIGHT TO AUDIT (First Paragraph is Statutory).....	23
V.	SCOPE OF WORK:	25
A.	SCOPE	25
VI.	TECHNICAL SPECIFICATIONS	26
A.	VENDOR INSTRUCTIONS.....	26
B.	NON-COMPLIANCE STATEMENT	26
C.	ENGINE	26
D.	TRANSMISSION	27
E.	TIRES AND WHEELS.....	27
F.	BRAKES	28
G.	STEERING	28
H.	CHASSIS.....	28
I.	CAB	30
J.	INSTRUMENTS.....	30
K.	FUEL TANK/ DEF TANK	31
L.	ELECTRICAL.....	31
M.	COLOR.....	32
N.	RADIO FREQUENCY SHIELDING – CAUTION!!!.....	32
O.	MANUALS	33
P.	MISCELLANEOUS	33
Q.	WARRANTY	33
R.	TRAINING.....	34
S.	SPECIFICATION FORM(S).....	34
T.	STREET SWEEPER (General).....	34
U.	DEBRIS HOPPER	35
V.	SPRAY WATER SYSTEM.....	35
W.	HYDRAULICS.....	35
X.	SIDE BROOM/VACUUM NOZZLE	36
Y.	REAR VACUUM HOSE & ARTICULATED HOSE BOOM.....	36
Z.	(OPTIONAL) WIRELESS REMOTE CONTROL	36
AA.	WORK LIGHTS.....	37
BB.	MISCELLANEOUS	37
CC.	ANNUAL USAGE, ESTIMATED	37
DD.	USAGE REPORT	38

EE.	DELIVERY ARO	38
FF.	DELIVERY LOCATIONS / INSTRUCTIONS.....	38
GG.	ORDERS	38
HH.	QUALITY	38
II.	AUTHORIZED DEALER & WARRANTY	39

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 vendor's most favorable terms for price

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

Bidder: A vendor who submits an offer bid in response to a written solicitation

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

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

Business Day: Any weekday, except State-recognized holidays

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

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

Catalog/Non-Core: A printed or electronic list of products a vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

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 or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

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

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

Competition: The effort or action of two 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 or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

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

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

Contract Period: The duration of the contract

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

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

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

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

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

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

Default: The omission or failure to perform a contractual duty

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

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

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

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

Free on Board Destination: The delivery charges are included in the quoted price and prepaid by the vendor. 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.

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 offers for Services or Goods

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

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

Mandatory/Must: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

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

Must: See Mandatory/Must and Shall/Will/Must

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

Non-core: See Catalog.

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 AS Materiel Division, State Purchasing Bureau

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

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

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

Payroll & Financial Center: Electronic procurement system of record

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor fulfills any and all obligations under the contract

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

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

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

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

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

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

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

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

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

Protest/Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result

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

Quote: See Bid

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

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

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

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

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

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

Shall: See Must

Should: Expected; suggested, but not necessarily mandatory

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

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

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

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

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

Subcontractor: Individual or entity with whom the 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 sub-vendors 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 of service

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau 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 Vendor.

Will: See Mandatory/Must/Shall

Workday: See Business Day

ACRONYM LIST

ARO – After Receipt of Order

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

F.O.B. – Free on Board

ITB – Invitation to Bid

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

PFC – Payroll & Finance Center

RFI – Request for Information

RFP – Request for Bid

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit bids from qualified Vendors who will be responsible for providing **Tandem Axle Truck Chassis 50,000 GVWR With Minimum 14 Yard Street Sweeper Body**. at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Bid instructions, and Cost Bid Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

ITB#: 6599 OF
Name: Rob Taylor
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materiel purchasing@nebraska.gov

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

C. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release solicitation	October 18, 2021
	Last day to submit written questions	
	Upload electronic submissions via ShareFile to: https://nebraskastategov.sharefile.com/r-rb29cceeaa2584d8a8bb6c85a5daa6195	October 25, 2021
2.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: https://das.nebraska.gov/materiel/sites/purchasing.html	October 29, 2021
3.	Electronic Bid Opening Topic: 6599 OF - Tandem Axle Truck Chassis 50,000 GVWR With Minimum 14 Yard Street Sweeper Body Join Zoom Meeting: https://us02web.zoom.us/j/88283276612?pwd=NnNYZ0xIS0ZiQ0JRY0QvUTInU0FHZz09 Meeting ID: 882 8327 6612 Passcode: 485434 Upload electronic submissions via ShareFile to: https://nebraskastategov.sharefile.com/r-refa4d5bc62ec4886971a321e0869356b	November 10, 2021 2:00 PM Central Time
4.	Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/sites/purchasing.html	TBD
5.	Contract award	TBD

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked 6599 OF; **Tandem Axle Truck Chassis 50,000 GVWR With Minimum 14 Yard Street Sweeper Body Questions**". POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

Questions can be sent via e-mail to as.materiel purchasing@nebraska.gov. It is recommended however, that Vendors submit questions using the following format.

Questions should be uploaded using the following ShareFile link:

<https://nebraskastategov.sharefile.com/r-rb29cceeaa2584d8a8bb6c85a5daa6195>

ITB Section Reference	ITB Page Number	Question

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

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

All Bidder's must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <https://das.nebraska.gov/materiel/sites/purchasing.html>. This must be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

G. DEVIATIONS FROM THE INVITATION TO BID

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

H. SUBMISSION OF BIDS

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

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

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

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

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

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-responsive.

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

BIDDERS SUBMITTING ELECTRONIC RESPONSES:

1. ELECTRONICALLY UPLOADING BID(S) TO SHAREFILE

- a. Bidders should upload bid(s) via ShareFile Link to:
<https://nebraskastategov.sharefile.com/r-refa4d5bc62ec4886971a321e0869356b>
- b. Each bid will have an individual ITB Number and Attachment Letter (i.e. 1234 OF Attachment "?", etc.) in each bid. **Bidders are to be sure to upload their Bid(s) to the correct ShareFile link listed in the bid.**
- c. Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible, but Microsoft Edge is not.
- d. After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address so that the bidder will receive a confirmation email confirming the successful upload directly from ShareFile.

2. OTHER BID DOCUMENTS TO UPLOAD TO SHAREFILE

- a. Any "Proprietary information" (if applicable) should be uploaded as separate and distinct files.
- 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.**

3. ELECTRONIC ITB FILE NAMES

The bidder should clearly identify the uploaded ITB bid files. To assist in identification please use the following naming convention:

- a. For a single file being submitted
 - i. ITB OF ABC Company
- b. For multiple files being submitted, add number of files to file names:
 - i. ITB OF ABC Company File 1 of 2
- c. For Proprietary Information being submitted, make 1 file that has all the proprietary information in it. Then add number of files to file names and put proprietary to the end of the name:
 - i. ITB OF ABC Company File 1 of 2 Proprietary
- d. For multiple ITB bids being submitted from the same company, add a bid number to the file names:
 - i. ITB OF ABC Company Bid 1
or
ITB OF ABC Company Bid 1 File 1 of 2
or
ITB OF ABC Company Bid 1 File 1 of 2 Proprietary
- e. **Do not submit bid/bid documents more than 30 days prior to the Bid Opening.**
Once the bid/bid documents are uploaded they are only available for 30 days.

I. BID PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH INVITATION TO BID

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

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

K. BID CORRECTIONS

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

L. LATE BIDS

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

M. BID OPENING

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid for goods, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the opening has concluded, the bids will not be

available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting Bidder, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting Bidder will be notified of the release and it shall be the obligation of the submitting Bidder to take further action, if it believes the information should not be released.

N. INVITATION TO BID REQUIREMENTS

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

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

O. EVALUATION OF BIDS

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

1. Bid/Cost Bid

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

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

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

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

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

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

P. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the Vendor, they will be evaluated (using the stated BAFO criteria) and ranked by the Evaluation Committee. The State reserves the right to conduct more

than one BAFO. The award will then be granted to the lowest responsible vendor. However, a vendor should provide its best offer in its original bid. Vendors should not expect that the State will request a BAFO.

Q. REFERENCE AND CREDIT CHECKS

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

R. AWARD

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

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

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

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

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

<https://das.nebraska.gov/materiel/sites/purchasing.html>

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

<https://das.nebraska.gov/materiel/sites/purchasing.html>

S. SPECIFICATIONS

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

T. SAMPLES

When requested, samples should be furnished at the Vendor's expense prior to the opening of the bid, unless another time is specified. Each sample should be labeled clearly, and identify the Vendor's name, the ITB number, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the bid. The State reserves the right to request samples even though this may not have been set forth in the solicitation. Samples may be destroyed in testing. If a sample is not destroyed in testing and a vendor wishes to have the sample returned, it will be returned at the Vendor's expense upon request. The sample will not be returned until thirty (30) calendar days after any bid protest or, the execution of a contract. The Vendor shall have ten (10) calendar days to arrange for the return of the sample to the Vendor following any of the above dates. If no request from the Vendor is received within the above dates, the State reserves the right to use, donate, or surplus the samples in accordance with the State's policies.

U. ALTERNATE/EQUIVALENT BIDS

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

V. LUMP SUM OR "ALL OR NONE" BIDS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Vendors may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Vendor declines to accept award on individual items; a "lump sum" bid is one in which the Vendor offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

W. EMAIL SUBMISSIONS

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

X. BID TABULATIONS

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

Y. REJECTION OF BIDS

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

Z. RESIDENT BIDDER

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

II. TERMS AND CONDITIONS

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;
 If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
 If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

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

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Vendor'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 Vendor'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:

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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

C. NOTICE (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:

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:

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

H. NOTICE OF POTENTIAL VENDOR BREACH

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

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

I. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a 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:

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

K. SEVERABILITY

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

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

L. INDEMNIFICATION

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

1. GENERAL

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

2. SELF-INSURANCE (Statutory)

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

M. ATTORNEY'S FEES

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

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

N. ASSIGNMENT, SALE, OR MERGER

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

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

The 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:

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:

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

Q. CONFIDENTIALITY

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

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (j)(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:

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:

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 contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the 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 VENDOR / OBLIGATIONS

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

It is agreed that the Vendor is an independent vendor 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-vendor 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:

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/materiel/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:

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 vendors 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:

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

H. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The 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.

G. NOTICE OF POTENTIAL VENDOR BREACH

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

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

H. ANTITRUST

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

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.

I. CONFLICT OF INTEREST

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

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

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

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

J. STATE PROPERTY

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

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.

K. SITE RULES AND REGULATIONS

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

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.

L. DISASTER RECOVERY/BACK UP PLAN

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

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

M. DRUG POLICY

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

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

N. WARRANTY

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

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

O. NOTICE OF POTENTIAL VENDOR BREACH

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

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

P. ANTITRUST

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

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

Q. CONFLICT OF INTEREST

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

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

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

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

R. ADVERTISING

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

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

S. DISASTER RECOVERY/BACK UP PLAN

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

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

T. DRUG POLICY

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

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.

U. WARRANTY

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

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

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 a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the 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 vendor’s business operations, nor will vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to vendor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds 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 **Tandem Axle Truck Chassis 50,000 GVWR With Minimum 14 Yard Street Sweeper Body** per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four (4) one (1) year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

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 **Tandem Axle Truck Chassis 50,000 GVWR With Minimum 14 Yard Street Sweeper Body** 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

A. VENDOR INSTRUCTIONS

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

“YES” 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.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
			2. It is the responsibility of 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.
			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.materielpurchasing@nebraska.gov by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. ENGINE

YES	NO	NO & PROVIDE ALTERNATIVE	
			4. Diesel engine shall be a minimum of 9 Liters.
			5. Engine shall have a minimum 325 net horsepower developed at SAE N1349 or ISO 9249 under standard conditions with all accessories. With minimum 900 foot lbs. of torque
			6. 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_____
			7. Manufacturer’s recommended alternator, and starter.
			8. Full flow, throw away type oil filter(s) required.

YES	NO	NO & PROVIDE ALTERNATIVE	
			9. Air Cleaner -Replaceable dry Type
			10. Heavy-duty Capacity Radiator
			11. Temperature controlled fan, variable-speed governor, fuel/water separator and coolant conditioner filter required.
			12. Manufacturer's recommended type antifreeze protection to no less than 34 degrees below zero Fahrenheit required.
			13. 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.
			14. 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.
			15. Please state the following: i. Engine Brand: _____ ii. Engine Model: _____ iii. Flywheel Horsepower: _____ iv. Governed RPM: _____
NOTES/COMMENTS:			

D. TRANSMISSION

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

E. TIRES AND WHEELS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Ten, tubeless, steel belted radials, <u>minimum</u> 11R22.5 14 ply rating.
			2. Highway tread on front, traction tread on rears. All shall be the tire size normally furnished as original equipment by the truck manufacturer
			3. Tire must be Goodyear, Firestone, Bridgestone, Michelin, Continental or General and shall carry said company name. State brand_____
			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.

YES	NO	NO & PROVIDE ALTERNATIVE	
			5. Rear wheels and tires must be spaced to permit the use of tire chains.
			6. Shall include one spare steer tire and wheel
NOTES/COMMENTS:			

F. BRAKES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Service brakes shall be four wheel, ADB (Air Disc Brakes).
			2. Two Pads per wheel with dust shields.
			3. Service brakes shall be disc type.
			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.
			5. The compressor shall be a single or two-stage water-cooled type with a minimum capacity of 12 CFM.
			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:			

G. STEERING

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Manufacturer's recommended power steering.
			2. Dual Power steering gearboxes required.
			3. Dual Tilt steering wheels required.
			4. LH and RH steering required.
NOTES/COMMENTS:			

H. CHASSIS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Shall not be less than 50,000 pounds GVWR.
			2. Wheelbase shall be approximately 225 inches. Please state _____
			3. Cab to axle distance of approximately 156 inches. Please state _____
			4. After frame from center of axle approximately 100 inches. Please state _____

YES	NO	NO & PROVIDE ALTERNATIVE	
			5. Back of cab to end of frame approximately 256 inches. Please state _____
			6. Frame to be heavy duty single frame. With C-Channel inner frame reinforcement .
			7. Frame RBM (Resisting Bending Movement) to be minimum 2,500,000 inch pounds per side.
			8. Manufacturers recommended Front bumper.
			9. I-Beam Front axle, with minimum capacity of 16,000 pounds.
			10. Manufacturer's recommended front shock absorbers for GVWR.
			11. OIL FILLED FRONT WHEEL HUBS REQUIRED.
			12. Rear air ride suspension assembly shall be Hendrickson PRIMAAX with minimum 34,000 pounds rated capacity
			13. Hendrickson PRIMAAX heavy duty on/off road suspension required; Rear axles, wheels and tires shall provide minimum of 34,000 pounds capacity to meet bid specification for 50,000 GVWR
			14. Adequate gear ratios must be available to achieve road speed of 70 MPH at governed engine RPM.
			15. Manual dump valve for air suspension with indicator light.
			16. Rear axle spacing shall be 54-55 inches.
			17. Front springs <u>minimum</u> 16,000 pound capacity and rear springs minimum of 34,000 pound capacity; must comply with the manufacturer's GVWR.
			18. The longitudinal truck frame members are to be cut off and properly ground at the rear of the truck chassis
			19. A minimum 3/4-inch steel pintle plate shall be continuously welded across the width of the body's rear hinge and to the truck's frame. Minimum 3/8-inch steel plate gussets shall be continuously welded to the hitch plate at an angle toward the bottom of the hitch and to the truck's frame forwardly as far as practical or a minimum of 12 inches
			20. The pintle plate shall be recessed approximately 3/8-inch into frame rails to allow double welding of entire plate on both sides. The pintle plate shall be frame width at pintle eye height.
			21. Double welds shall be thick, heavy duty type or additional welds will be required.
			22. Pintle plate shall not extend lower than 3 inches below lower mounting bolt of pintle hook.
			23. A pintle hitch, Holland PH-300 rated at 36 tons, shall be centrally attached with Grade 8 bolts to the pintle plate. Proper adjustment of the hitch's air cushion plunger shall be done using Holland's adjustment gauge (part number TD-03147). All installation and adjustments shall follow manufacturer's guidelines where otherwise not noted. Eye height to be approximately 28 inches from grade with air suspension at operating height.
			24. Two safety chain brackets with load capacity of 30,000 pounds each, Premier Number 9 or equivalent for use as attachment of trailer safety chain hooks.
			25. Hooks are to be welded to the right and left of pintle hitch.
			26. Reference drawing and/or pictures will be provided to vendor after award to show Nebraska Department of Transportation (NDOT) preferred placement of chain hook, trailer airline/glad-hands, and trailer electrical plug.
NOTES/COMMENTS:			

I. CAB

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

J. INSTRUMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The following gauges or digital displays are required.
			2. Key locking ignition switch; head, parking and dome light switch; headlight beam control; speedometer.

YES	NO	NO & PROVIDE ALTERNATIVE	
			3. Oil pressure gauge; fuel gauge; engine temperature gauge; ammeter or voltmeter.
			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.
			5. High beam indicator light; flashing turn-indicator lights; traffic hazard switch.
			6. Self-canceling, turn signal switch on steering column.
			7. Dash-mounted, tachometer and hour meter required. Hour meter may be dealer installed.
			8. Locking hand throttle, air pressure gauge.
			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.
			10. Two sets of keys per truck.
NOTES/COMMENTS:			

K. FUEL TANK/ DEF TANK

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. <u>Minimum</u> 100 gallons. Please state capacity gallons_____.
			i. Fuel tank to be constructed from aluminum or Stainless Steel if available from OEM. Please state tank material to be provided._____
			2. DEF Tank to be recommended manufacture size for fuel tank capacity Supplied
NOTES/COMMENTS:			

L. ELECTRICAL

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Manufacturer's recommended batteries for diesel engine quoted, but, Minimum 1800 cold cranking amperes.
			2. Alternator shall have 130 ampere minimum.
			i. Positive and negative jump start studs required. Must be easily accessible at side of chassis. Use of frame or frame hardware is not acceptable for negative stud.
			ii. Trailer lighting harness and 7 pin ATA plug required at end of frame for trailer hookup.

YES	NO	NO & PROVIDE ALTERNATIVE	
			iii. Chassis shall have easily accessible battery disconnect switch near the battery box or other OEM mounting location that is easily accessible for operators. Please state location of switch. _____
NOTES/COMMENTS:			

M. COLOR

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

N. RADIO FREQUENCY SHIELDING – CAUTION!!!

YES	NO	NO & PROVIDE ALTERNATIVE	
			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.
			2. Installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to electromagnetic Compatibility.
			3. NDOT will conduct testing of radio/two-way when installed in chassis. NDOT will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment. Vendor shall be required to work with NDOT personnel to reduce interference level to a point acceptable to NDOT normal radio operating parameters. Vendor shall have 30 days to resolve RFI issue.
			4. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If NDOT and vendor cannot resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards compliance. Testing shall be done to SAE and/or ISO Standards which 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.
			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:			

O. MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Operator's manuals should accompany each unit when delivered.
			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.
			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.
			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.
			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.
			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:			

P. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The bidders should submit with their bid a list of any special tools they will furnish with each unit.
			2. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
			3. Dealer's pre-delivery service required.
			4. Color: Manufacturer's standard White color.
NOTES/COMMENTS:			

Q. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Manufacturer's usual warranty shall apply, and shall be in effect for at least one year from the date the equipment was placed in service by purchasing entity. Bidder should supply warranty information with bid.
			2. Vendor shall be responsible for all repairs to include parts, labor and unit transportation cost during the twelve (12) month usual warranty period.
			3. Written manufactures warranty coverage including, The engine, transmission & differential must accompany delivered units.
			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.

YES	NO	NO & PROVIDE ALTERNATIVE	
			ii. Provide any information on towing available and what is covered.
			iii. It is understood that the bidder accept the above warranty requirements when offering a bid.
NOTES/COMMENTS:			

R. 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:			

S. 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:			

T. STREET SWEEPER (General)

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Chassis engine shall provide all power using transmission with a transfer case driven hydraulic system powering all sweep functions.
			2. Sweeping speed shall be 0-11 mph with speed limiting control.
			3. Fully automatic with accelerator/brake pedal used to control speed and stopping. Engine speed is maintained by controller.
			4. Unit to shut off broom, water, fan & lifts and stores brooms and nozzles during non-sweeping operations.
			5. Brooms operate from under the sweeper to full extension.
			6. Measured sweeping path, Dual suction Nozzle & Dual broom width 96 to 154" In.
			7. Shall include Sweep gear: Passenger side, driver side or dual.
NOTES/COMMENTS:			

U. DEBRIS HOPPER

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Volumetric capacity shall be minimum 14 yds.
			2. Construction, shall be 11 Gauge ASTM A572 grade 50 steel.
			3. Dump angle 50 degrees, side flared to rear for clean-out.
			4. Shall have double acting hydraulic cylinder with load holding valves.
			5. Tailgate shall be hydraulic open/close, Lock/unlock.
			6. Full load indicator, weight activated with in cab warning light.
			7. Hopper screens to be stainless steel construction and quick release
			8. Shall include Body vibrator to be controlled by wire pendant and in cab controls.
			9. Shall have debris body and tailgate safety props
			10. Body dumping controls shall be wired pendant and in cab controls with up/down variable - speed and emergency stop.
			11. Fan drive shall be Closed loop Hydrostatic with speed 0-3000 RPM
			12. Fan Rating of minimum 33000 CFM with fan vacuum 0-50 in H2O
			13. Fan construction ASTM A572 Grade steel with Fan housing minimum of .25" 30 KSI steel
NOTES/COMMENTS:			

V. SPRAY WATER SYSTEM

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Water tank construction shall be Dual Polyethylene with water capacity of min. 420 gl.
			2. Pump type shall be hydraulically powered centrifugal pump.
			3. System flow shall be 0-140 GPM variable speed
			4. System pressure 0-130 PSI
			5. Pray wand with Ball type valve and 25' hose.
			6. Anti-siphon fill standard, 200 mesh cleanable filter and hydrant fill hose to be minimum 25' with coupling.
			7. Controls shall be wired pendant and in-cab controls with on/off variable speed.
NOTES/COMMENTS:			

W. HYDRAULICS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Hydraulic Tank capacity of min. 70 gl.
			2. Filter to be 6 micron spin on type with in-cab restriction indicator

YES	NO	NO & PROVIDE ALTERNATIVE	
			3. Hydraulic pumps to be direct gear driven and operate the following.
			i. implement pump Open loop piston and powers, brooms, water pump, debris tank, tailgate functions and optional boom.
			ii. Propel pump closed loop piston pump & propels truck while sweeping.
			iii. Fan pump closed loop piston pump Powers fan.
NOTES/COMMENTS:			

X. SIDE BROOM/VACUUM NOZZLE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Side broom Diameter 36" Variable speed hydraulic motor
			2. Shall be mounted on floating arm with Motion of inward/outward, up/down. Tilt adjustment inward/outward, forward /backward.
			3. broom type Segment set disposable material Oil tempers steel wire.
			4. Vacuum Nozzle width shall be 48" in. and pick up area of 446 square inch per nozzle.
			5. Shall be Steel construction with abrasion resistant steel liners.
			6. Hose connections shall be mechanical clamps and hose construction shall be flexible rubber, steel reinforced
			7. Hose shall be 12" in. inside diameter
NOTES/COMMENTS:			

Y. REAR VACUUM HOSE & ARTICULATED HOSE BOOM

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Rear Vacuum hose connections shall be swivel clamps and hose construction shall be flexible rubber, steel reinforced..
			2. Hose shall be 8" in. inside diameter standard, 100" in. long.
			3. Shall include min. 8: ft ridged 8" inside diameter hose extension.
			4. Articulated Hose boom shall have hydraulically powered boom functions with powered rotation and lift capacity of minimum 900 lbs.
			5. Boom controls Shall be wired pendant with in-cab controls with up/down variable speed .
NOTES/COMMENTS:			

Z. (OPTIONAL) WIRELESS REMOTE CONTROL

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Wireless remote pendant installed in addition to wired pendant remotes.
			2. Wireless remote to run all same functions as wired pendant as follows..

YES	NO	NO & PROVIDE ALTERNATIVE	
			3. Wireless remote functions: debris body raise /lower, Tailgate Lock/unlock, Tailgate raise/lower, fan on/off, Water pump on/off, Rear boom raise /lower and emergency stop.
NOTES/COMMENTS:			

AA. WORK LIGHTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Work Lights shall be installed, Driver side, Passenger side and rear boom area .
			2. Work lights to be LED, Round or Square/Rectangular .
			3. Shall be switched in cab with lighted switch or with indicator light.
NOTES/COMMENTS:			

BB. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Bidder will submit with their bid a list of any special tools they will furnish with each machine.
			2. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
			3. Dealer pre-delivery service required.
			4. Manufacturer's standard color. Please state if high visibility color is available. _____
			5. Bed and upper body, top of bed boxes to be painted to match cab of truck.
			6. Truck frame, underbody boxes to be painted black.
NOTES/COMMENTS:			

CC. ANNUAL USAGE, ESTIMATED

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

DD. USAGE REPORT

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

EE. DELIVERY ARO

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

FF. DELIVERY LOCATIONS / INSTRUCTIONS
(VENDOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

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

GG. ORDERS

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

HH. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.

YES	NO	NO & PROVIDE ALTERNATIVE	
			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.
			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:			

II. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. To the extent required by the manufacturer, the Vendor shall be an authorized dealer. Vendor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.
			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this ITB for the entire warranty period.
			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: <hr/> <hr/> <hr/>
			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: <hr/> <hr/> <hr/>
NOTES/COMMENTS:			