

**2023 OR CURRENT PRODUCTION YEAR
3/4 TON REG CAB TRUCKS (BASE)
STATE OF NEBRASKA
ITB 6702 OF ATTACHMENT "A-2"**

BIDDER'S NAME: _____

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

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a Commodity contract, for the purpose of selecting qualified Vendor(s) to provide **2023 Or Current Production Year 3/4 Ton Reg Cab Trucks (Base)**.

NOTE: BECAUSE GENERAL MOTORS, STELANIS (FORMERLY FIAT CHRYSLER), AND FORD MOTOR COMPANY HAD NOT RELEASED THEIR COMPLETE LINE OF MINIMUM SPECIFICATIONS AT THE TIME THESE SPECIFICATIONS WERE DEFINED; THE MINIMUM SPECIFICATIONS ARE BASED OFF THE MANUFACTURER'S 2022 SPECIFICATIONS.

A more detailed description can be found in Sections I through III. Any resulting contract(s) may not be exclusive contract(s) 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(s) to supply and deliver **2023 Or Current Production Year 3/4 Ton Reg Cab Trucks (Base)** to the State of Nebraska as per the attached specifications for a one (1) year period from the date of award. The contract(s) may be renewed for one (1) additional one (1) year period when mutually agreeable to the Vendor and the State of Nebraska. The State reserves the right to extend the period of this contract(s) beyond the expiration, for half of the initial contract term, when mutually agreeable to the Parties.

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

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the awarded bidder's bid or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

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

When submitting proprietary information, the following steps must be followed:

1. **The bidder(s) must request that proprietary information be excluded from the posting;**
2. **The bidder must identify and mark the proprietary information with the words "PROPRIETARY INFORMATION" according to State law;**
3. **Any proprietary information must be submitted as a separate electronic file(s) titled "PROPRIETARY INFORMATION" or in a separate container or envelope marked conspicuously;**
 - a. **If file(s) are submitted electronically they must not be password protected.**
4. **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.**
 - a. **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).**
5. **The bidder may not assert that the entire bid is proprietary.**
6. **Bids will not be considered proprietary and are a public record in the State of Nebraska.**

The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would:

1. **Give advantage to business competitors; and,**
2. **Serve no public purpose.**

The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure. If the Agency determines it is required to release Proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of "**PROPRIETARY INFORMATION**", the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract or bid 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 to this solicitation, specifically waives any copyright or other protection the contractor bid 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 to this solicitation, and award of a contract. **Failure to agree to the reservation and waiver will result in the bid to the solicitation being found non-responsive and rejected.** Any entity awarded a contract or submitting a bid 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,

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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 proposals and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

Bid: An offer or quote submitted by a Vendor in a response to a written solicitation.

Bidder: A Vendor who submits 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: Monday through Friday, excluding Saturdays and Sundays and State/Federal recognized holidays.

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

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

Central Processing Unit: 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.

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

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

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

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

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

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

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

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

Contract Period: The duration of the contract.

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

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

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

Critical Program Error: Any Program Error, whether known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

Default: The omission or failure to perform a contractual duty.

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

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

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

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

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

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

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

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

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

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

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

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

Mandatory: Required, compulsory, or obligatory.

May: Discretionary, permitted, used to express possibility.

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

Must: See "Mandatory".

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

Open Market Purchase: Authorization may be given to an Agency to purchase items above direct purchase authority due to the

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unique nature, price, quantity, location of the using Agency, or time limitations by DAS SPB.

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

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

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

Payroll & Financial Center: Electronic procurement system of record.

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

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

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

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

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

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

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

Protest: "See "Grievance".

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

Quote: See "Bid".

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

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

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

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

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

Shall: See "Mandatory".

Should: Expected, suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

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

Vendor: Inclusive term for any Bidder or Contractor.

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

Will: See "Mandatory".

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ACRONYM LIST

ACH: Automated Clearing House
ARO: After Receipt of Order
BAFO: Best and Final Offer
CCA: Cold Cranking Amps
CVT: Continuously Variable Transmission
DAS: Department of Administrative Services
e-CFR: Electronic Code of Federal Regulations
EFT: Electronic Fund Transfer
EPA/MPG: Miles Per Gallon
FMVSS: Federal Motor Vehicle SAFETY Standards
FOB: Free on Board
GVWR: Gross Vehicle Weight Rating
ISO: International Organization for Standardization
ITB: Invitation to Bid
MA: Master Agreement
MSRP: Manufacturer's Suggested Retail Price
NDOT: Nebraska Department of Transportation
NIGP: National Institute for Governmental Purchasing
PCO: Procurement Contracts Officer(s)
PDI: Pre-Delivery Inspection
POC: Point of Contact
RFI: Request for Information
SAE: Society of Automotive Engineers
SPB: State Purchasing Bureau
TSB: Transportation Services Bureau
UHF: Ultrahigh Frequency
UNL: University of Nebraska Lincoln
VHF: Very High Frequency
VIN: Vehicle Identification Number

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NAME OF BIDDER: _____

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

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit bids from qualified Vendors who will be responsible for providing **2023 or Current Production Year 3/4 Ton Reg Cab Trucks (Base)** at a competitive and reasonable cost.

Bidders shall respond to each requirement in the format prescribed with emphasis on conformance to the Master Agreement Terms and Conditions and the ITB. Bids should be clear and complete. Bids may be found non-responsive if they do not conform to the prescribed format and/or if not presented clearly or are difficult to discern.

By signing the ITB, the Vendor guarantees compliance with the provisions stated in this ITB.

The State reserves the right to reject a Bidder's bid, withdraw an Intent to Award, and terminate a contract.

By signing the ITB, the Bidder guarantees compliance with the provisions stated in the 2023 or Current Production Year 3/4 Ton Reg Cab Trucks (Base) Bid(s) and Master Agreement Terms and Conditions.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with SPB. The POC(S) for this procurement are as follows:

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Name: Rob Taylor, PCO
Christie Kelly, PCO

Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Vendor is limited to the POC(S). After the Intent to Award is issued, the Vendor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. **No member of the State Government or employee of the State is empowered to make binding statements regarding this bid.** The POC(S) will issue any answers, clarifications, or Amendments regarding this bid in writing. Only the SPB can award a contract. Vendors shall not have any communication with, attempt to communicate with, or attempt to 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 the POC(S); 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 tentative procurement schedule shown below. It should be noted; however, dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1	Release ITB:	8/29/2022
2	Last Day to Submit Written Questions: Upload electronic Question submissions for 6702 OF Attachment "A-2" via ShareFile to: ***SUBMITTED DOCUMENTS MUST NOT BE PASSWORD PROTECTED*** https://nebraska.sharefile.com/r-r3f7ec33574db46d694548ceedd986e7d	9/5/2022

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	ACTIVITY	DATE/TIME
3	State Responds to Written Questions through an Addendum to be posted to the internet at: https://das.nebraska.gov/materiel/bidopps.html	9/8/2022
4	Electronic Bid Opening via Zoom Meeting: Bids are to be Electronically submitted via ShareFile link below: Upload electronic Bid submissions for 6702 OF Attachment "A-2" via ShareFile to: ***SUBMITTED DOCUMENTS MUST NOT BE PASSWORD PROTECTED*** https://nebraska.sharefile.com/r-r4f7e58771c5041928524699ace1c8c38 Zoom Meeting Information: https://us02web.zoom.us/j/89252193437?pwd=Q3VJZIR4cGNScVhybWo2UXQxMWNzQT09 Meeting ID: 892 5219 3437 Passcode: 166645 IT IS THE BIDDERS' RESPONSIBILITY TO ENSURE ALL BIDS SHALL BE SUBMITTED AND RECEIVED BY THE DATE AND TIME INDICATED IN THE SCHEDULE OF EVENTS FOR EACH BID SUBMITTED.	10/3/2022 2:00 p.m. Central Time

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to SPB and clearly titled "ITB Number **2023 or Current Production Year 3/4 Ton Reg Cab Trucks (Base)** Questions". The POC(S) is not obligated to respond to questions which are received late per the Schedule of Events.

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

Questions should be uploaded to ShareFile at:

<https://nebraska.sharefile.com/r-r3f7ec33574db46d694548ceedd986e7d>

(SUBMITTED DOCUMENTS MUST NOT BE PASSWORD PROTECTED) but may be emailed.

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

ITB Section Reference	ITB Page Number	Question

Per the Schedule of Events written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html>.

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E. ELECTRONIC SUBMISSION OF BIDS

All bids must be submitted to SPB in the manner set forth below and be manually signed in an indelible manner, or by DocuSign. It is the Bidder's responsibility to submit the Electronic Bid(s) along with any other required documents as stated in the ITB and be received by the date and time of the Bid Opening indicated in the Schedule of Events. The State is not responsible for bids that are late or lost, regardless of cause (e.g., hardware, software, or electronic failure) or fault. Late bids will not be accepted.

It is the responsibility of the Bidder to check the website often at <https://das.nebraska.gov/materiel/bidopps.html> for all information relevant to this ITB to include Addenda issued prior to the Opening Date and Time.

SPB will **ONLY** accept bids by mail, email, voice, or telephone for one-time purchases under \$50,000.00.

1. ELECTRONICALLY UPLOADING BID(S) TO SHAREFILE (SUBMITTED DOCUMENTS MUST NOT BE PASSWORD PROTECTED):

- a. Bidders should upload bid(s) via ShareFile to <https://nebraska.sharefile.com/r-r4f7e58771c5041928524699ace1c8c38>
- b. Each bid will have an individual ITB ShareFile link. **Bidders are to be sure to upload their Bid(s) to the correct ShareFile link listed in the bid.**
- c. Not all browsers are compatible with ShareFile. **Currently Chrome, Internet Explorer and Firefox are compatible, but Microsoft Edge is not.**
- d. **After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address so that the bidder will receive a confirmation email confirming the successful upload directly from ShareFile.**
- e. 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).
- f. The Bidder is solely responsible for any variance between the copies submitted.
- g. If multiple bids are submitted, the State will retain only the most recently submitted bid.
- h. **Any Proprietary information (if applicable) should be uploaded as separate and distinct files.**
- i. **Do not submit bid file(s) more than 30 days prior to the Bid Opening. Once uploaded the bid documents are only available for 30 days.**

2. ELECTRONIC ITB FILE NAMES

- a. The Bidder should clearly identify the uploaded Bid files.
- b. **DO NOT ADD any language to the naming conventions below.** Long titles can make the files difficult to work with. Consistency is key.
- c. If the bidder submits the bid/bid documents as **one (1) complete packet (preferred method excluding Proprietary documentation)**, please use the following naming convention:
 - **6702 OF "A-2" 2023 3/4 T. Reg Cab-Base <<NAME OF BIDDER>> Bid.**
- d. If the bidder submits the bid/bid documents as separate files, please use the following naming convention(s):
 - **6702 OF "A-2" 2023 3/4 T. Reg Cab-Base <<NAME OF BIDDER>> Bid.**
 - **6702 OF "A-2" 2023 3/4 T. Reg Cab-Base <<NAME OF BIDDER>> File 1, File 2, File 3, etc.**
- e. If multiple bids are submitted for the same ITB number and Attachment, follow the same naming convention as letter "e", for example:
 - **6702 OF "A-2" 2023 3/4 T. Reg Cab-Base <<NAME OF BIDDER>> Bid 2".**
 - **6702 OF "A-2" 2023 3/4 T. Reg Cab-Base <<NAME OF BIDDER>> Bid 2 File 1, Bid 2 File 2, Bid 2 File 3, etc.**

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II. NAME OF BIDDER: _____
MA TERMS AND CONDITIONS

*****THE MA TERMS AND CONDITIONS APPLY TO THIS INVITATION TO BID*****

- A. The MA Terms and Conditions have been read carefully and are fully understood. All exceptions to the MA Terms and Conditions must be written on or attached to the MA Terms and Conditions. **ANY NONCOMPLIANCE WITH ANY SINGLE SPECIFICATION CAN VOID YOUR BID.** The MA Terms and Conditions must be manually signed in an indelible manner, or by DocuSign, and submitted prior to/or with their first bid submitted for the **2023 Vehicle Season**

Once submitted for the **2023 Vehicle Season** the MA Terms and Conditions are valid for every bid submitted for any category of the Vehicle during this cycle.

The MA Terms and Conditions are located at: <https://das.nebraska.gov/forms/index.html#mat>.

*****SUBMITTED DOCUMENTS MUST NOT BE PASSWORD PROTECTED*****

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III. BIDDER INSTRUCTIONS

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

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

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

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

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

A. MANUFACTURER'S MINIMUM SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Because General Motors, Fiat Chrysler/Stellantis and Ford Motor Company had not released their complete line of Minimum Specifications at the time these specifications were defined, the Minimum Specifications are based off the Manufacturer's 2022 specifications. These Minimum Specifications are subject to change.
NOTES/COMMENTS:			

B. CODE OF FEDERAL REGULATIONS FMVSS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The Code of Federal Regulations mentioned in this Section are in addition to the specifications contained in this ITB.
			2. All vehicles bid must meet the guidelines established in the Code of Federal Regulations, Title 49, Subtitle B, Chapter V, Part 571 (Federal Motor Vehicle SAFETY Standards) found at the following link: eCFR :: 49 CFR Part 571 Subpart B -- Federal Motor Vehicle Safety Standards
NOTES/COMMENTS:			

C. MOTOR VEHICLE INDUSTRIES REGULATION ACT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. All Bidders must comply with the licensing requirements for Motor Vehicle Dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid.
			2. Bids will only be accepted from Bidders who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.

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NAME OF BIDDER:

NOTES/COMMENTS:

D. MODEL YEAR ORDER "CUT-OFF" DATES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Model Year Order "Cut-Off" dates, as defined by SPB, as the last day on which the Vendor will accept a purchase order for an awarded model due to manufacturer production scheduling.
			2. "Cut Off" dates that fall within the initial six (6) months of an awarded contract may be an award consideration.
			3. The bidder is to provide, with their bid, all known Model Year "Cut-off" date(s).
			4. Please list all known "Cut Off" dates in the "NOTES/COMMENTS" section below.
			5. After Award, the Vendor is responsible for providing "Cut Off" date(s) and the corresponding Contract Number(s) to SPB immediately via email at as.materielpurchasing@nebraska.gov .
			6. Failure to provide Model Year "Cut Off" date information, in the fashion requested, may result in a breach of contract
NOTES/COMMENTS:			

E. CAB AND BODY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Cab, Body, and interior trim colors will be selected from manufacturer's standard colors (Attach color charts).
			2. All paint will be base coat/clear coat acrylic, activator-hardened acrylic, or polyurethane type.
			3. Fully enclosed safety cab.
			4. Approved tinted safety glass shall be in all doors, windows, and windshields.
			5. Fully insulated full length headliner.
			6. Standard production heater.
			7. Standard production heat and sound insulation finished in the body and the interior of the vehicle to exclude excessive noise and weather.
			8. Seats:
			a. Must be 40-20-40 or 60-40 style seat with fold down center console.
			b. Manufacturer's heavy duty, maximum depth foam rubber filled, cloth covered front and rear seats.
			c. Head restraints or high backs for outboard seats.
			d. Rear seat area must have a minimum of 38.5" rear leg room.
			9. Arm Rests:
			a. On both the left-hand and right-hand sides of front seats.
			b. Door armrests acceptable as arm rests on outer side of the seats,
			10. Automatic Speed Control.
			11. Dual, padded Sun Visors.
			12. Rubber matting type Floor Coverings.
			13. Vehicles shall be delivered with rubberized factory floor mats or Equivalent if provided through the dealer parts room.
			14. Please refer to section 571.111 of the Federal Motor Vehicle Safety Standards for Rearview Mirror specifications.
			15. Manufacturer's dual front and rear installed air-conditioning, manually controlled, to include all items in the factory package.

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NAME OF BIDDER:

			16. Please refer to section 571.209 of the Federal Motor Vehicle Safety Standards for seat belt requirements.
			17. Manufacturer's electrically operated windshield wipers with multiple speeds and delay modes, manually controlled with electric windshield washer jets to each wiper blade and with intermittent or delay capability.
			18. Halogen high beam and low beam headlights, parking, dome, tail, backup, hazard and stop lights, front and rear directional turn signals, self-canceling control on the steering column and daytime running lights.
			19. Controls and Instruments:
			a. Key locking ignition switch;
			b. headlight, parking, and dome light switches;
			c. headlight beam control;
			d. speedometer;
			e. charge indicator;
			f. fuel gauge;
			g. oil pressure indicator;
			h. engine temperature indicator;
			i. high beam indicator light;
			j. traffic hazard switch;
			k. flashing turn indicator lights; and
			l. In cab hood release.
			20. Manufacturer's AM/FM stereo.
			21. Manufacturer's Power Locks.
			22. Two (2) fully functional keys to enter and operate vehicle. Specify if vehicle will only have keys in the "NOTES/COMMENTS" section below
			23. Manufacturer's electric power windows.
			24. Manufacturer's airbags throughout.
			25. Manufacturer's wireless Bluetooth technology and connectivity which allows for device connections for hands-free operation.
			26. Manufacturer's electronic compass/temperature display. Specify interior rearview mirror, dash display center or combination in the "NOTES/COMMENTS" section below.
NOTES/COMMENTS:			

F. BOX

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The standard truck box shall not be less than 75" long by 63" wide (inside dimensions) and be of double sidewall construction.
			2. Minimum 50" wide between wheel wells.
			3.
			4. Section modules rated as recommended by Manufacturer for Reg Cab Trucks.
			5. Manufacturer's standard front and rear fenders.
			6. Manufacturer's front bumper and step-type, rear bumper.
			7. Largest gallon fuel tank available from factory. Specify fuel tank gallons being bid in the "NOTES/COMMENTS" section below.
			8. Skid plates.
			9. Power Outlet.
			10. Trailer tow package:
			a. Complete with all hardware including Receiver Hitch;
			b. Hitch must meet maximum towing requirements for Vehicle being bid Specify hitch class in the "NOTES/COMMENTS" section below;

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NAME OF BIDDER:

			c. Dealer must provide a maximum trailer weight value for the vehicle being bid prior to contract award. Specify maximum trailer weight value in the "NOTES/COMMENTS" section below;
			d. Front tow hooks shall be installed.
			11. Manufacturer's trailer sway control system.
NOTES/COMMENTS:			

G. ENGINE AND DRIVE TRAIN

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The minimum Engine size is 5.0L V8.
			2. Transmission:
			a. Manufacturer's minimum six (6) speed automatic transmission;
			b. Auxiliary or heavy-duty oil cooler;
			c. A minimum two (2)-speed transfer case shall be installed;
			d. Skid plate(s) for the transfer case.
			3. Air Cleaner
			4. Oil Filter
			5. The radiator shall be tagged or marked to indicate the type, brand, and degree of protection.
			6. A thermostat shall be factory installed for permanent antifreeze to protect vehicle to 34 degrees below zero Fahrenheit and be equipped with a coolant recovery system. Manufacturer's optional increased cooling capacity system is acceptable.
NOTES/COMMENTS:			

H. SUSPENSION AND RUNNING GEAR

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. A minimum Wheelbase of 145"
			2. Power steering.
			3. Manufacturer's Tilt steering wheel.
			4. Front and rear Shock Absorbers.
			5. Axle and springs:
			a. Manufacturer's independent front suspension and single speed hypoid rear axle;
			b. Spring sizes and axle sizes recommended to meet Manufacturer GVWR
			c. Front and rear axle gear ratios shall be the same;
			d. Front stabilizer bar shall be installed.
			6. Brakes:
			a. Manufacturer's integrated brake controller system.
			b. Power service brakes;

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NAME OF BIDDER:

			c. disc/drum or disc/disc combination;
			i. disc shall have a minimum 11" rotor.
			ii. drum shall be minimum 11" X 2".
			d. Parking brakes on rear wheel or drive line;
			e. Brakes shall be anti-lock type.
			7. Wheels:
			a. Five (5), minimum 16" (single); or seven (7) minimum 16" (dual) wheel covers/hub caps per unit to match tires.
			b. spare carrier;
			8. Must be designed to handle passenger and cargo requirements.
			9. Tires:
			a. Five (5), minimum 16" (single); or seven (7) minimum 16" (dual) full-sized black wall, tubeless, all terrain steel-belted radial tires on rims, factory installed and of regular production, or as recommended by the manufacturer.
			b. Spare tire and wheel shall match tires and wheels;
			c. Spare rim may be steel;
			d. To comply with Manufacturer's GVWR;
			e. Should have a 50,000-mile rating;
			f. To be manufactured and labeled by a major manufacturer and installed by factory (i.e., Goodyear Wrangler MT/R or equivalent off-road tire).
			10. Differential to be limited slip, anti-spin, or electronic locking Specify axle ratio and type bid in the "NOTES/COMMENTS" section below.
NOTES/COMMENTS:			

I. ELECTRICAL SYSTEM

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Ignition System:
			a. 12-volt, solid state;
			b. Must be equipped with high tension, radio frequency shielded, ignition wiring;
			c. The vehicle shall be compatible with use of installed mobile radio.
			2. Heavy-Duty, maintenance free, highest cold cranking capacity amperage battery for the model being bid. Specify capacity in the "NOTES/COMMENTS" section below.
			3. Standard alternator. Specify amperage rating in the "NOTES/COMMENTS" section below.
			4. All components of the vehicle necessary to prevent interference with reception of low band two-way radio installed in the vehicle shall be adequately bonded and grounded.
NOTES/COMMENTS:			

J. RADIO FREQUENCY SHIELDING – Caution!!

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The chassis and/or installed components and equipment shall be compatible with use of NDOT mobile and/or two-way communication devices. Main communication radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply including low band, high band, UHF and VHF.
			2. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility.

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NAME OF BIDDER:

			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 Radio Frequency issue.
			4. Vendor and/or manufacturer will be responsible for all costs to replace and/or modify any parts found to cause radio frequency interference. If NDOT and vendor cannot resolve source of Radio Frequency Issue the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards compliance. Testing shall be done to SAE and/or ISO Standards which were current at date of bid. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.
			5. If after testing by NDOT and or accredited lab, the vendor is unable or unwilling to incur the cost and correct the Radio Frequency issue to the satisfaction of NDOT, ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELLED.
NOTES/COMMENTS:			

K. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Vendors may honor pricing and extend the contract to political subdivisions, cities, and counties. Political subdivisions, cities, and counties must adhere to the terms and conditions of the contract.
			2. The Vendor should provide a link to a price list and/or catalog for MSRP pricing with the corresponding discount from MSRP. If link is available, please enter it in the "NOTES/COMMENTS" section.
NOTES/COMMENTS:			

L. SUSTAINABILITY

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

M. DELIVERY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. All vehicles shall be delivered FOB Destination to the location on the purchase order in Lincoln, Nebraska in accordance with the Delivery Schedule shown on the purchase order.
			2. Purchase orders issued from the resulting contract(s) may specify prospective delivery dates due to agency operational needs and budget; upon acceptance of purchase order Contractor agrees to abide by any such prospective delivery date.

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NAME OF BIDDER:

			3.	All delivery times and dates must be scheduled with an Agency Representative, Monday through Friday, except Saturdays, Sundays, and all State and Federal holidays.
			4.	Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline.
			5.	Vehicles showing lack of proper dealer pre-delivery service shall be subject to rejection until the vehicle is properly serviced.
			6.	Factory pre-delivery service is not acceptable.
			7.	Dealer nameplates, decals, etc. shall not be affixed to the vehicle.
			8.	Manufacturer's OEM window sticker to be with truck when delivered.
			9.	A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
			10.	Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
			11.	Odometer mileage at the time the vehicle is officially accepted and signed for by the purchaser:
			a.	Within a 200-mile radius of Lincoln, Nebraska (less than 200 miles on odometer).
			b.	Outside the 200-mile radius of Lincoln, Nebraska (less than 450 miles on odometer).
			12.	After the vehicle has been fully serviced, the Vendor may deliver it by rail freight, truck transport or driven to the destination.
			13.	The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
			14.	Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
			15.	
			16.	Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply may result in the Vendor not being allowed to bid on future vehicle contracts.
			17.	All equipment should accompany the vehicle upon delivery. For example, if the vehicle was ordered with floor mats and two (2) keys it must be delivered with the specified floor mats and two (2) keys.
			18.	Vehicles shall be delivered with the Manufacturer's standard complement of tools with facilities for storage.
NOTES/COMMENTS:				

N. INVOICING/ORDERS

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

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NAME OF BIDDER:

			<p>5. Items not listed on the contract, but are required for the ordering Agency's business needs, may be added to the purchase order to complete the purchase of the vehicle. Please contact the awarded bidder for pricing.</p>
<p>NOTES/COMMENTS:</p>			

O. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The manufacturer's standard warranty shall apply to each vehicle:</p>
			<p>a. Minimum warranty of three (3) years, 36,000 miles or the manufacturer's standard warranty, whichever is greater.</p>
			<p>b. A minimum of five (5) years, 100,000 miles rust warranty.</p>
			<p>c. Mechanical or body repair under the manufacturer's warranty, prior to the use of the vehicle by the State, shall be the responsibility of the awarded bidder, including the transportation thereof.</p>
			<p>d. Warranty to be effective from the date of issuance of first assignment.</p>
			<p>e. The mileage warranty to be effective from the date of issuance of the first assignment with the mileage reading taken from the odometer.</p>
			<p>f. The awarded bidder will provide warranty activation cards, or delayed warranty forms with manufacturer mailing information to properly activate said warranty.</p>
			<p>2. Specify the standard manufacturer's warranties in the "NOTES/COMMENTS" section.</p>
<p>NOTES/COMMENTS:</p>			

P. SERVICE

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

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NAME OF BIDDER:

NOTES/COMMENTS:

Q. EXTENSION OPTION

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the Vendor and the State for 50% or less of the initial contract term, per Neb. Rev. § 81-1118.

NOTES/COMMENTS:

R. BID COMPLIANCE

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

NOTES/COMMENTS:
