

State of Nebraska - INVITATION TO BID CONTRACT

Date	7/17/23	Page	1 of 2
Solicitation Number	6802 OF		
Opening Date and Time	07/20/23	2:00 pm	
Buyer	JOSHUA RIEKENBERG (AS)		

DESTINATION OF GOODS

AS MATERIEL
1526 K ST STE 130
PO BOX 94847
LINCOLN NE 68509-4847

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 2024 Chrysler Pacifica to the State of Nebraska as per the attached specifications for a one (1) year period from date of award.

(RT, 7/17/2023)

INVITATION

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	2024 CHRYSLER PACIFICA TOURING MODEL CODE: RUCR53	20,000	EA	<u>NA</u>	<u>NA</u>
2	2024 CHRYSLER PACIFICA TOURING MODEL CODE: RUCH53	20,000	EA	<u>43,280</u>	<u>40,985</u> <i>Your price</i>

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % 15 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 180 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

Enter Contact Information Below

VENDOR# Dealer # 60939
VENDOR: Edwards Chrysler Jeep Dodge Ram
Address: 17950 BURT ST
OMAHA NE 68118

Contact Joe Menichetti
Telephone 402-706-5191
Email Jmenichetti@Edwards
Auto group.com

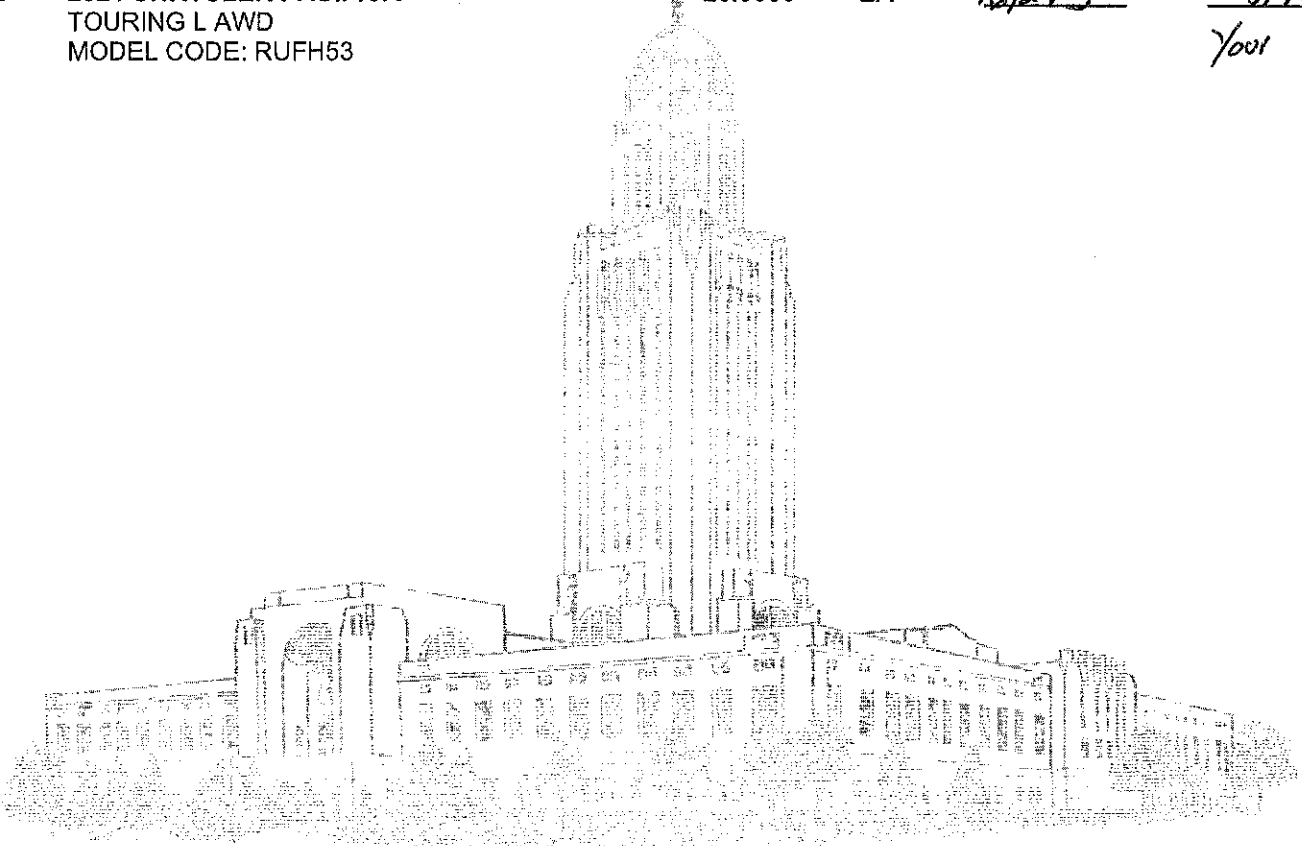
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INVITATION

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
3	2024 CHRYSLER PACIFICA TOURING L AWD MODEL CODE: RUFH53	20.0000	EA	<u>4,275</u>	<u>\$43,785</u> <i>Your Price</i>



VI. TECHNICAL SPECIFICATIONS

A. CONTRACTOR INSTRUCTIONS

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

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

"NO" response means the Contractor 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 Contractor'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 Contractor's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any non-compliance may void your bid. Non-compliance to any single specification can void your bid.
X			It is the responsibility of Contractors 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 Contractor.
X			No interpretation related to the meaning of solicitation specifications or other pre-bid documents will be made orally to any Contractor by the State. Any solicitation interpretation must be put in writing by the Contractor to: the State Purchasing Bureau; email 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. TECHNICAL SPECIFICATIONS: 2024 Chrysler Pacifica

YES	NO	NO & PROVIDE ALTERNATIVE	
	X	Touring L Touring L AWD	1. Vehicle manufacture base code: RUCR53 (Chrysler Pacifica Touring) RUCH53 (Chrysler Pacifica Touring L) RUFH53 (Chrysler Pacifica Touring L AWD)
NOTES/COMMENTS: Chrysler Pacifica Touring can not be produced only Chrysler Touring L Pacifica and Chrysler Touring L AWD can be produced			

D. ACCEPTABLE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE	
	X	Towing L Towing L AWD	1. Products proposed must be the brand AND model numbers as specified on each line of the Solicitation Document. The State will not be accepting alternatives to the brands specified 2024 Chrysler Pacifica.
X			2. Equipment proposed shall be the latest current models in production as of the date of the solicitation and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below.
X			3. Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL equipment proposed.
X			4. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. 2024 Chrysler Pacifica bid must meet or exceed the following requirements.
NOTES/COMMENTS:			

E. MOTOR VEHICLE INDUSTRIES REGULATION ACT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. All Contractors 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. Bids will only be accepted from Contractors who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.
NOTES/COMMENTS:			

F. PART 571-FEDERAL MOTOR VEHICLE SAFETY STANDARDS

YES	NO	NO & PROVIDE ALTERNATIVE	*The Federal Standards and Regulations in this section are in addition to the specifications below*
X			1. All vehicles bid must meet the Regulations and Safety Standards found in the Electronic Code of Federal Regulations (e-CFR) links below:
X			https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&tpl=/ecfrbrowse/Title4_9/49cfrv6_02.tpl#500
X			https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&node=pt49.6.571&rgn=div5
NOTES/COMMENTS:			

G. LIFE CYCLE COST

*NOTE: LIFE CYCLE COST WORKSHEET SHALL BE INCLUDED AS ATTACHMENT TO SOLICITATION RESPONSE

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Life-cycle cost information will be captured in a formula to allow a comparison between the price based on acquisition costs and the price based on life cycle costs.
✗			2. Contractor must provide a price based on acquisition costs according to specifications. Contractors will not be required to submit a price based on life-cycle costs. In order for a contractor's submission to be considered on the basis of life cycle costs, the Contractor must supply the information requested on the Life-Cycle Cost Analysis for Heavy Equipment / Contractor Submission form provided by SPB. Life-cycle cost information considered for purposes of a bid will include only the life-cycle cost information as submitted with the bid by the Contractor. SPB will not add any additional information or stipulate to the creditability of any information provided and /or not provided in the form. If a Contractor fails to complete any of the information requested for a bid price based on life-cycle costs, the bid will be disqualified from further consideration for a contract based on life-cycle costs. The Contractor's bid based on acquisition costs will be considered if the requirements of that bid are met independently of the bid based on life-cycle costs.
✗			3. Life-cycle cost comparisons will be based upon the Life-Cycle Cost per Hour, which will be calculated using information provided by the Contractors and the State as indicated in the Life Cycle Cost Analysis Form.
✗			4. The Contractor or authorized representative will be required to sign the Life-Cycle Cost Analysis – Heavy Equipment Contractor Submission form and certify that the information is true and accurate. Additionally, the Contractor is informed on the form that a Vendor Performance Report may be submitted by the purchasing agency and possible suspension may occur if the data provided proves to be inaccurate throughout the life of the equipment proposed.
✓			5. SPB may award multiple contracts meeting specification: one based on low acquisition cost and one based on life-cycle cost. If no life-cycle cost bid is submitted, the award will only be based on acquisition cost.
✗			6. The procuring agency may select either contract: low acquisition cost contract or the life-cycle cost contract.
NOTES/COMMENTS:			

H. 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. Contractor shall not impose minimum order requirements.
NOTES/COMMENTS:			

I. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The contractor shall, upon request, provide a usage report of this contract by state agencies and political subdivisions. Information will include agency name, item(s), and dollar amount and shall include the information of the time period requested. Information may be requested at any time by the SPB.
NOTES/COMMENTS:			

J. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
	X		1. Delivery desired within 180 days after receipt of order(s).
NOTES/COMMENTS: <i>Delivery 180 from production date 9/18/2023</i>			

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

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
X			2. Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline.
X			3. Vehicles showing lack of proper Vendor pre-delivery service shall be subject to rejection until the vehicle is properly serviced.
X			4. Factory pre-delivery service is not acceptable.
X			5. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
X			6. Dealer nameplates, decals, etc. shall not be affixed to the vehicle.
X			7. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
X			8. After the vehicle has been fully serviced, the Vendor may deliver it by rail freight, truck transport or driven to the destination.
X			9. Odometer mileage: <ul style="list-style-type: none"> a. Within a 200-mile radius of Lincoln (less than 200 miles on odometer) b. Outside the 200-mile radius of Lincoln (less than 450 miles on odometer).
X			10. Delivery hours are between 9:00 AM and 3:00 PM, Monday through Friday, except Saturdays, Sundays and all State and Federal holidays.
X			11. All deliveries must be scheduled with the Agency Representative.
X			12. Vehicles will not be accepted if all paper work is not with the vehicle at the time of delivery.

α			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.
α			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.
α			15. A signed copy of the PDI form shall be delivered with all other required documentation.
α			16. Invoices to describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
α			17. 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.
α			18. 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.
α			19. All equipment should accompany the vehicle upon delivery. For example, if the vehicle was ordered with floor mats and two (2) keys it must be delivered with the specified floor mats and two (2) keys.
NOTES/COMMENTS:			

L. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
α			1. Packages are to be clearly marked with size, weight, color, quantity, and the purchase order number.
α			2. Packaging must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
NOTES/COMMENTS:			

M. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
α			1. Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods).
α			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:			

N. INVOICING/ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Invoices shall describe the vehicle and include at least the VIN, key number and State of Nebraska purchase order number.
X			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.
X			3. Upon acceptance of the purchase order the awarded bidder agrees to abide by any such prospective delivery date.
X			4. Purchase orders issued from the resulting contract(s) may specify prospective delivery dates due to Agency operational needs and budget. Upon acceptance of the purchase order, the Vendor agrees to abide by any such prospective delivery date.
NOTES/COMMENTS:			

O. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
X			2. A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation.
X			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

P. AUTHORIZED DEALER & WARRANTY

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