

State of Nebraska - INVITATION TO BID CONTRACT

Date	1/10/24	Page	1 of 2
Solicitation Number	6852 OF		
Opening Date and Time	01/30/24	2:00 pm	
Buyer	JOSHUA RIEKENBERG (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 2024 or current Production Year Ford E-450 Bus (12 Passengers + 2 Wheelchairs) to the State of Nebraska as per the attached specifications for a two (2) year period from date of award. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(01/04/2024 JR)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	2024 SMALL E-450 BUS OR CURRENT MODEL YEAR	50.0000	EA	_____	_____
2	COMPRESSED NATURAL GAS CNG OPT	50.0000	EA	_____	_____
3	ADDITIONAL WHEELCHAIR POSITION W/SECURMENT	50.0000	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 _____

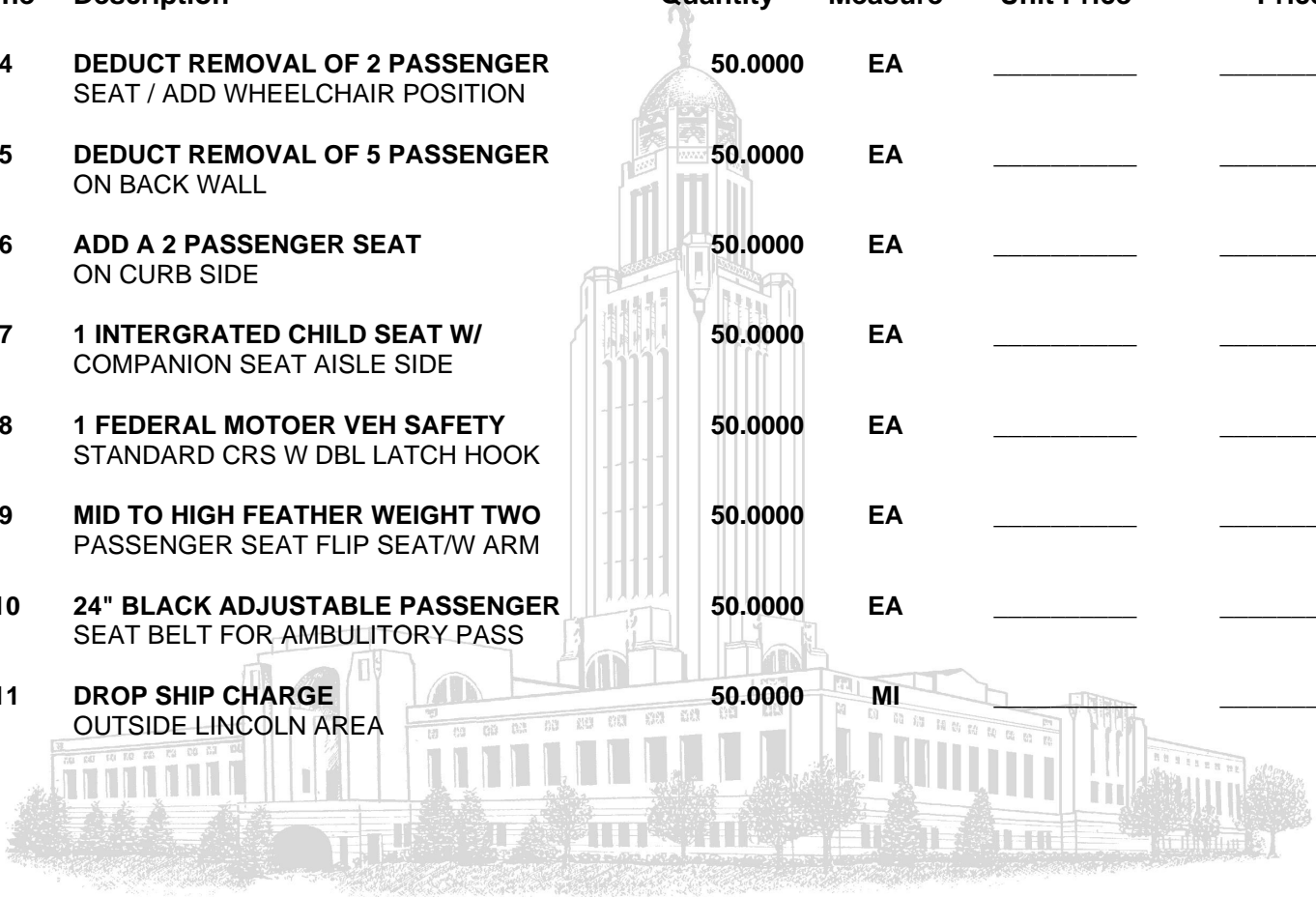
State of Nebraska - INVITATION TO BID CONTRACT

Date	1/10/24	Page	2 of 2
Solicitation Number	6852 OF		
Opening Date and Time	01/30/24	2:00 pm	
Buyer	JOSHUA RIEKENBERG (AS)		

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

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	DEDUCT REMOVAL OF 2 PASSENGER SEAT / ADD WHEELCHAIR POSITION	50.0000	EA	_____	_____
5	DEDUCT REMOVAL OF 5 PASSENGER ON BACK WALL	50.0000	EA	_____	_____
6	ADD A 2 PASSENGER SEAT ON CURB SIDE	50.0000	EA	_____	_____
7	1 INTERGRATED CHILD SEAT W/ COMPANION SEAT AISLE SIDE	50.0000	EA	_____	_____
8	1 FEDERAL MOTOER VEH SAFETY STANDARD CRS W DBL LATCH HOOK	50.0000	EA	_____	_____
9	MID TO HIGH FEATHER WEIGHT TWO PASSENGER SEAT FLIP SEAT/W ARM	50.0000	EA	_____	_____
10	24" BLACK ADJUSTABLE PASSENGER SEAT BELT FOR AMBULATORY PASS	50.0000	EA	_____	_____
11	DROP SHIP CHARGE OUTSIDE LINCOLN AREA	50.0000	MI	_____	_____



**State of Nebraska (State Purchasing Bureau)
INVITATION TO BID FOR COMMODITIES CONTRACT**

INVITATION TO BID NUMBER	RELEASE DATE
ITB 6852 OF	January 10, 2024
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 30,2024 2:00 p.m. Central Time	Joshua Riekenberg

**PLEASE READ CAREFULLY
SCOPE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for Commodity contract, ITB Number 6852 OF for the purpose of selecting a qualified Contractor to provide 2024 or current Production Year Ford E450 Bus (12 Passengers + 2 Wheelchairs). A more detailed description can be found in Section V. 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 two (2) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for three (3) 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.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited commodities, this ITB may be used to procure the solicited goods for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this ITB, 2) the bidder's bid was evaluated, and 3) the bidder will honor the bidder's original bid, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.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 successful Contractor's bid or response will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

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. Bidders 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 file named conspicuously as "PROPRIETARY INFORMATION." The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST 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 State determines it is required to release withheld 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 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 Invitation to Bid 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 Invitation to Bid, specifically waives any copyright or other protection the contract, bid, or response to the Invitation to Bid 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 Invitation to Bid, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the Invitation to Bid being found non-responsive and rejected.

Any entity awarded a contract or submitting a bid or response to the Invitation to Bid 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 Invitation to Bid, awards, and other documents.

TABLE OF CONTENTS

INVITATION TO BID FOR COMMODITIES CONTRACT.....	i
TABLE OF CONTENTS.....	iii
GLOSSARY OF TERMS.....	v
ACRONYM LIST.....	x
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.....	2
E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable).....	2
F. ETHICS IN PUBLIC CONTRACTING.....	2
G. DEVIATIONS FROM THE INVITATION TO BID.....	3
H. SUBMISSION OF BIDS.....	3
I. BID PREPARATION COSTS.....	4
J. FAILURE TO COMPLY WITH INVITATION TO BID.....	4
K. BID CORRECTIONS.....	4
L. LATE BIDS.....	4
M. BID OPENING.....	4
N. INVITATION TO BID REQUIREMENTS.....	4
O. EVALUATION OF BIDS.....	4
P. BEST AND FINAL OFFER.....	4
Q. REFERENCE AND CREDIT CHECKS.....	5
R. AWARD.....	5
S. SPECIFICATIONS.....	5
T. ALTERNATE/EQUIVALENT BIDS.....	5
U. LUMP SUM OR "ALL OR NONE" BIDS.....	5
V. ALTERNATIVE SUBMISSION METHODS PROHIBITED.....	5
W. BID TABULATIONS.....	6
X. REJECTION OF BIDS.....	6
Y. RESIDENT BIDDER.....	6
II. TERMS AND CONDITIONS.....	7
A. GENERAL.....	7
B. NOTIFICATION.....	7
C. NOTICE (POC).....	7
D. GOVERNING LAW (Nonnegotiable).....	7
E. AMENDMENT.....	8
F. CHANGE ORDERS OR SUBSTITUTIONS.....	8
G. RECORD OF VENDOR PERFORMANCE.....	8
H. NOTICE OF POTENTIAL CONTRACTOR BREACH.....	8
I. BREACH.....	8
J. NON-WAIVER OF BREACH.....	9
K. SEVERABILITY.....	9
L. INDEMNIFICATION.....	9
M. ATTORNEY'S FEES.....	9
N. ASSIGNMENT, SALE, OR MERGER.....	9
O. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE.....	10
P. FORCE MAJEURE.....	10
Q. CONFIDENTIALITY.....	10
R. EARLY TERMINATION.....	10
S. CONTRACT CLOSEOUT.....	11
III. CONTRACTOR DUTIES.....	12
A. INDEPENDENT CONTRACTOR / OBLIGATIONS.....	12
B. EMPLOYEE WORK ELIGIBILITY STATUS.....	12
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT/NONDISCRIMINATION (Statutory).....	13
D. COOPERATION WITH OTHER CONTRACTORS.....	13

E.	DISCOUNTS.....	13
F.	PRICES	13
G.	COST CLARIFICATION.....	13
H.	PERMITS, REGULATIONS, LAWS	13
I.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	14
J.	NOTICE OF POTENTIAL CONTRACTOR BREACH	14
K.	ANTITRUST.....	14
L.	CONFLICT OF INTEREST	14
M.	STATE PROPERTY.....	14
N.	SITE RULES AND REGULATIONS.....	14
O.	ADVERTISING	14
P.	DISASTER RECOVERY/BACK UP PLAN.....	14
Q.	DRUG POLICY	14
R.	WARRANTY	15
S.	TIME IS OF THE ESSENCE.....	15
IV.	PAYMENT	16
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable).....	16
B.	TAXES (Nonnegotiable).....	16
C.	INVOICES (Nonnegotiable)	16
D.	INSPECTION AND APPROVAL	16
E.	PAYMENT (Nonnegotiable).....	16
F.	LATE PAYMENT (Nonnegotiable).....	16
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable).....	16
H.	RIGHT TO AUDIT (First Paragraph is Nonnegotiable)	16
V.	SCOPE OF WORK	18
A.	SCOPE	18
VI.	TECHNICAL SPECIFICATIONS	19
A.	NON-COMPLIANCE STATEMENT	19
B.	GENERAL REQUIREMENTS.....	19
C.	GENERAL DIMENSIONS AND CAPACITIES	20
D.	CHASSIS AND RELATED SYSTEMS	20
E.	AUXILIARY SYSTEMS, MISCELLANEOUS PARTS, AND ACCESSORIES	22
F.	EMERGENCY EQUIPMENT	24
G.	BUS BODY	24
H.	TECHNICAL SPECIFICATION: WINDSHIELD AND WINDOWS	25
I.	DOORS.....	26
J.	SEATS AND AISLE	27
K.	FRONT WHEELCHAIR ACCOMMODATIONS.....	27
L.	STANCHIONS, MODESTY PANELS AND HANDRAILS.....	29
M.	FINISHES	31
N.	FEDERAL CHANGES.....	32
O.	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.....	32
P.	ACCEPTABLE BRANDS	32
Q.	MOTOR VEHICLE INDUSTRIES REGULATION ACT	33
R.	ANNUAL USAGE, ESTIMATED	33
S.	USAGE REPORT	33
T.	DELIVERY ARO	33
U.	DELIVERY LOCATIONS / INSTRUCTIONS.....	34
V.	ORDERS	34
W.	QUALITY	34
X.	PROHIBITED PRODUCTS.....	35
Y.	AUTHORIZED DEALER & WARRANTY	35
Z.	WARRANTY	35

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

After Receipt of Order (ARO): After Receipt of Order

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 (ACH): 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 (BAFO): In a competitive bid, the final offer submitted which contains contractor's most favorable terms for price

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

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

Bidder: A contractor 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 contractor 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 (CPU): 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 Contractor

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 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 Contractor

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 contractor'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 bids (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 (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) 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 Contractor" 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 (ITB): A written solicitation used 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 Contractor 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

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

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 that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back

Payroll & Financial Center (PFC): 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 Contractor 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 (POC): 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 that produces unintended results or actions or that 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: Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and serve 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 contractor 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 used by the State as recommended by the Contractor

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”

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

Responsive Contractor: A Contractor 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 contractor, or market conditions

Sole Source – Service: A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor 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

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

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor 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 that 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 contractor 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: Inclusive term for any Bidder or Contractor.

Will: See Mandatory/Must/Shall

Work Day: See Business Day

Curb Weight: The “as delivered” weight of the vehicle with all equipment required for operation, all equipment required by these specifications, and with maximum fuel, oil, and coolant, but without driver or passengers.

Heavy-Duty: Where used in these specifications, the term “heavy-duty” shall mean that the item to which it is applied is to exceed the usual quality or capacity of similar items normally supplied as standard equipment, and that the item shall be capable of withstanding unusual stress, temperature, wear, exposure, and/or use.

Crashworthiness: The body and roof structure of the vehicle shall withstand a static load equal to 150 percent of the curb weight, as defined in Item 1 above, evenly distributed on the roof with no more than a 6-inch reduction in any interior dimension. When the roof is fully loaded as specified above, each emergency exit of the vehicle provided in accordance with FMVSS No. 217 shall still be capable of opening as specified in that standard.

Gross Vehicle Weight Rating (GVWR): Gross vehicle weight rating shall be no less than the sum of curb weight as defined in Item 1 above plus 150 pounds for the driver and for each passenger seating position other than a folding jump seat plus 300 pounds for each wheelchair space provided.

Seating Capacity: The vehicle must be capable of accommodating a wheelchair lift, the driver, at least two standard wheelchairs with seated passengers, and no fewer than nine ambulatory passengers seated in regular passenger seats installed as specified in Section IV.J.2.

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

ICT – Information and Communication Technology

ITB – Invitation to Bid

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This Invitation to Bid is designed to solicit bids from qualified Contractors who will be responsible for providing 2024 or current Production Year Ford E-450 Bus (12 Passengers + 2 Wheelchairs) 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 Contractors 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 Number: 6852 OF
Name: Joshua Riekenberg, Procurement Contract Officer
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

- Contact made pursuant to pre-existing contracts or obligations;
- Contact required by the schedule of events or an event scheduled later by POC; and
- Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a contractor'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	January 10, 2024
2.	Last day to submit written questions. https://nebraskastategov.sharefile.com/r-r550081035c24424ba230eab324925050	January 17, 2024
3.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	January 24, 2024
4.	Bid Opening Join Zoom Meeting https://us02web.zoom.us/j/86235571988?pwd=WWVHd1Z4dlFGbk1STTdhMEQxWEpoUT09 Meeting ID: 862 3557 1988 Passcode: 167910 Upload electronic Bid submissions for 6852 OF via ShareFile to: https://nebraskastategov.sharefile.com/r-rbca1c9c7b95e4fdd97fe46093f60d081	January 30, 2024 2:00 PM Central Time

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 "ITB Number 6852 OF; 2024 or current Production Year Ford E-450 Bus (12 Passengers + 2) Wheelchairs) Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

Questions should be uploaded using the ShareFile link provided in the ITB Schedule of Events, Section I.C. It is recommended that Contractors submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

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

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

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Contractor 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: <http://das.nebraska.gov/materiel/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 Contractor 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. Using 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. Colluding 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 Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall report any violations of this clause throughout the bidding process and throughout the term of this contract for both the successful Contractor and its 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 solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder 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 solicitation, solicitation requirements, or applicable state or federal laws or statutes. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF BIDS

The State is only accepting electronic responses submitted in accordance with this ITB. The State will not accept bids by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State. Bids must be submitted via ShareFile by the date and time of the bid opening per the Schedule of Events. No late bids will be accepted.

Pages may be consecutively numbered for the entire bid or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

It is the responsibility of the bidder to check the website for all information relevant to this ITB to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>. 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-conforming.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

The ShareFile link for uploading ITB response(s) is provided in the ITB Schedule of Events, Section I.C.

*****UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD*****

1. The Bid and Proprietary information should be uploaded as separate and distinct files.
 - a. If duplicated bids are submitted, the State will retain only the most recently submitted response.
 - b. If it is the bidder's intent to submit multiple bids, the bidder must clearly identify the separate submissions.
 - c. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late bids will be accepted.
2. ELECTRONIC BID FILE NAMES The bidder should clearly identify the uploaded ITB bid files. To assist in identification the bidder should use the following naming convention:
 - a. xxxx OF, <<COMMODITY>>NAME OF BIDDER Bid
 - b. If multiple files are submitted for one bid, add number of files to file names, e.g.,
 - i. xxxx OF, <<COMMODITY>>NAME OF BIDDER Bid File 1 of 2;
 - ii. xxxx OF, <<COMMODITY>>NAME OF BIDDER Bid File 2 of 2, etc.

The "Invitation to Bid for Commodities Contract" form must be signed manually in ink or by DocuSign and returned by the bid opening date and time along with the bidder's 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.

By signing the "Invitation to Bid for Commodities Contract" form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid.

I. BID PREPARATION COSTS

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

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 Contractor's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative documentation regarding vendor performance;
5. Termination of the resulting contract;
6. Legal action; or,
7. Suspension of the Contractor 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 contractor 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 Contractor and at Contractor'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 bid 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 contractor, 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 contractor will be notified of the release and it shall be the obligation of the submitting contractor 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 as follows:

1. Original Commodity ITB form signed using an indelible method (electronic signatures approved by the Nebraska Secretary of State are acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. State's Bid Sheet.
5. Acknowledgement of Federal Clauses

O. EVALUATION OF BIDS

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

1. Neb. Rev. Stat. § 81-161 allows the State to consider a variety of factors, including, but not limited to, 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 Notice or any Vendor Improvement Request (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.

P. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the contractor, 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 contractor. However, a contractor should provide its best offer in its original bid. Contractors 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 solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor'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 using 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 solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
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 contractor bids that are not material, do not compromise the solicitation process or a contractor's bid, and do not improve a contractor'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 contractors; or,
9. Award one or more all-inclusive contracts.

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/bidopps.html>

Any protests must be filed by a contractor 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/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf

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 or his or her designee will be the sole judge of equivalency. The Contractor 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. ALTERNATE/EQUIVALENT BIDS

Contractor 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 SPB, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Contractor 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 Contractor shall be held liable therefore.

U. 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. Contractors 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 bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder 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.

"LUMP SUM" OR "ALL OR NONE" BIDS SHOULD BE CONSPICUOUSLY MARKED ON THE FIRST PAGE OF THE ITB AND BID SHEET (IF APPLICABLE)

V. ALTERNATIVE SUBMISSION METHODS PROHIBITED

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

W. BID TABULATIONS

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

X. 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.

Y. 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

By signing the solicitation, Contractor agrees to be legally bound by all the accepted terms and conditions as well as 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 Contractor 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 solicitation. The State reserves the right to reject bids that attempt to substitute the Contractor's commercial contracts and/or documents for this solicitation.

The Contractor should submit with their bid any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. Upon notice of Intent to Award, the Contractor 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 Contractor'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

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

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's bid response;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to the Contract
7. Federal Clauses

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 solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Bid.

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

B. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt. 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 Contractor 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 (Nonnegotiable)

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. 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 Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor 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 Contractor 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 Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor 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.

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

G. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Invitation to Bid specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract, the Contractor 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

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 email, read-receipt requested; 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 Contractor, 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 contractor. The State may recover from the Contractor 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 Contractor's breach. OR In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

J. NON-WAIVER OF BREACH

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

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

GENERAL

The Contractor 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 Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

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. If there is a presumed loss under the provisions of this contract, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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

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

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor 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 Contractor 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 SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor 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 Contractor 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

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 an unforeseeable 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

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

R. EARLY TERMINATION

The contract may be terminated as follows:

The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days' written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

The State may terminate the contract immediately for the following reasons:

- a. if directed to do so by statute;
- b. Contractor 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 Contractor or of any substantial part of the Contractor'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 Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the Contractor 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 Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

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

- Transfer all completed or partially completed deliverables to the State;
- Transfer ownership and title to all completed or partially completed deliverables to the State;
- Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor 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 Contractor's routine back up procedures;
- Cooperate with any successor contactor, person or entity in the assumption of any or all of the obligations of this contract;
- Cooperate with any successor contactor, person or entity with the transfer of information or data related to this contract;
- Return or vacate any state owned real or personal property; and,
- Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor 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 Contractor'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 Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
Damages incurred by Contractor's employees within the scope of their duties under the contract;
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;
Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to use any subcontractor, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor 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. If the Contractor subcontracts any of the work, the Contractor agrees to pay any and all subcontractors in accordance with the Contractor's agreement with the respective subcontractor(s).

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor 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

The Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html. The completed United States Attestation Form should be submitted with the solicitation response.

If the Contractor indicates on the attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor 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 Contractor 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 Contractors 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 Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for goods or services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor'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 contractor, 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 eighty Days) (180) of the contract. Any request for a price increase subsequent to the (Thirty Days) (30) of the contract shall not exceed Ten percent (10 %) of the price bid for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be effective or 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

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

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 Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The

Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract the Contractor 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.

K. ANTITRUST

The Contractor 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.

L. CONFLICT OF INTEREST

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 Invitation to 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.

M. STATE PROPERTY

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

N. SITE RULES AND REGULATIONS

The Contractor 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 Contractor 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 Contractor.

O. ADVERTISING

The Contractor 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.

P. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan to allow for continued delivery of goods or services under the specifications of the contract in the event of a disaster. The plan should include disaster contingency details related to equipment, personnel, facilities, and transportation. A copy of the disaster recovery and back-up plan should be provided upon request to the State.

Q. DRUG POLICY

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

R. WARRANTY

Despite any clause to the contrary, the Contractor 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 Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State for all fees paid to Contractor 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.

S. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this contract.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

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 (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor 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 Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES (Nonnegotiable)

Invoices for payments must be submitted by the Contractor to the agency requesting the goods or services with sufficient detail to support payment. **Invoices mailed to Nebraska Dept. of Transportation 1500 HWY 2 Lincoln Ne, 68509** The terms and conditions included in the Contractor'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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

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 Contractor 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 Contractor prior to the effective date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Nonnegotiable)

The Contractor 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.

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

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 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 Contractor 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 Contractor 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 Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall use 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. See Neb. Rev. Stat. § 84-304 et seq. The State may audit and the Contractor 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 Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor 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 Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor

be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

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 one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor 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 Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. SCOPE OF WORK

The Contractor must provide the following information in response to this solicitation

A. SCOPE

It is the intent of this solicitation to issue a purchase order for the item(s) requested.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation 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 2024 or current Production Year Ford E-450 Bus (12 Passengers + 2 Wheelchairs) whether or not they may be specifically mentioned below.

It is the intent of this bid invitation to establish a contract to supply 2024 or current Production Year Ford E-450 Bus (12 Passengers + 2 Wheelchairs) per the attached specifications from date of award for a period of two (2) years with the option to renew for an additional three (3), one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. 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 of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation To Bid 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 2024 or Current Production Year Ford E-450 Bus (12 Passengers + 2 Wheelchairs) whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive/ representative literature and photos 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 Contractor 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

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.

A. 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 with any single specification can void your bid.
			2. 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.
			3. 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:			

B. GENERAL REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The manufacturer of the bus body must be certified to be in compliance with Quality Standards of the ISO (International Organization for Standardization) 9001:2000 with regard to the sale, design and manufacture of the bus. Bidder must provide proof that bus manufacturer is certified by ISO and a copy of the manufacturer’s ISO Certification should accompany bid but must be submitted prior to bid award.</p> <p>The vehicle to be procured must provide suitable public transportation in light transit or paratransit service. It must serve the needs of the physically and mentally handicapped, including those who must travel in wheelchairs. It will be operated primarily in rural and small urban areas.</p> <p>At times, the vehicle may be operated at or near maximum legal speeds on highways or on rural roads. Consequently, crashworthiness and operating safety are of paramount importance. Passenger comfort and convenience are also highly important, and the vehicle must provide increased headroom,</p>

			<p>a low entrance step, and a high-quality interior trim and seating package. Seating must afford adequate hip-to-knee room and leg room for arthritic or rheumatic passengers of the physical dimensions given for a 95th percentile male by SAE Recommended Practice J833.</p> <p>The vehicle must operate reliably in ambient temperatures ranging from -25° to +115° F, and must be equipped with climate control and engine cooling systems that will cope with such extremes for extended periods. In addition, oils, greases, and fluids used in subsystems such as wheelchair lifts must be suitable for such temperatures.</p> <p>The vehicle may be operated by transportation providers who lack a backup vehicle. To preclude unnecessarily extended down times, complete warranty and after-sales service must be available in Nebraska for the completed vehicle and for all installed subsystems, including air conditioning systems, wheelchair lifts, and so on. Bidders should furnish with their bids the name and address of the agency that will be responsible for such service activities but must be submitted prior to bid award.</p>
NOTES/COMMENTS:			

C. GENERAL DIMENSIONS AND CAPACITIES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Interior Width Minimum 85 inches.
			2. Interior Headroom Minimum 73 inches.
			3. Overall Width: (excluding mirrors) Maximum 96 inches.
			4. Overall Height (including safety vent) Maximum 120 inches. A vehicle clearance sticker indicating the maximum height of the vehicle in feet and inches shall be provided and located in easy view of the driver, preferably above the windshield directly in front of the driver. Interior Headroom. Minimum 56 inches.
			5. Wheelbase: Minimum 158 inches. Overall Width (excluding mirrors). Maximum 73 inches..
NOTES/COMMENTS:			

D. CHASSIS AND RELATED SYSTEMS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Chassis. 2024 or Current Production Year Ford cutaway minimum GVWR of 14,500 pounds.
			2. Engine. Minimum 7.37L gasoline.

			<p>3. Cooling.</p> <p>Manufacturer's heavy duty, increased capacity. Permanent ethylene glycol-base antifreeze protection to 30 degrees below zero Fahrenheit required.</p>
			<p>4. Steering.</p> <p>Manufacturer's recommended power steering.</p>
			<p>5. Brakes.</p> <p>Manufacturer's power brakes designed for the GVWR of the vehicle.</p>
			<p>6. Transmission.</p> <p>Automatic.</p>
			<p>7. Differential.</p> <p>Manufacturer's recommended gear ratio.</p>
			<p>8. Shock Absorbers.</p> <p>Heavy-duty shock absorbers are required, both front and rear, if available by manufacturer.</p>
			<p>9. Wheels and Tires.</p> <p>Dual rear wheels shall be provided on vehicle. The inner dual will be equipped with a solid brass air valve extension or braided stainless steel "live stem" air valve extension hose (minimum rating of 120 psi) with securement clamps. Valve extensions should not extend beyond the outer edge of the rim of the outside dual. The vehicle shall be equipped with two front and four rear matching wheels and tires. Wheels and tires shall be adequate to comply with manufacturer's GVWR of vehicle. All wheels' color shall be compatible to the exterior color of the vehicle. Radial tires required.</p>
			<p>10. Fuel Tank.</p> <p>Minimum 30 gallons.</p>
			<p>11. Bumpers.</p> <p>Manufacturer's standard bumper is acceptable. Rear tow hooks required.</p>
			<p>12. Throttle.</p> <p>An auto-throttle system that senses when the electrical current draw exceeds alternator output and increases the engine idle RPM while the vehicle is stationary.</p>
			<p>13. Alternator.</p> <p>Minimum 130 amperes.</p>
			<p>14. Batteries.</p> <p>Manufacturer's heavy-duty dual batteries with at least one mounted on a slide-out battery tray, such as that produced by Kwikkee Products Co., Drain, Oregon or equivalent. The sliding tray shall be enclosed with entry through a key lock door and located under the body behind the entry door on the passenger side of the vehicle.</p>
			<p>15. Speed Control/Tilt Steering Wheel.</p> <p>Manufacturer's required.</p>
			<p>16. Back-up Alarm.</p> <p>Back-up alarm required.</p>

			<p>17. Back-up Camera.</p> <p>High-definition color camera able to process excellent images at all light conditions, even in complete darkness. The camera's field of vision shall be a minimum of 120 degrees for superb coverage behind the vehicle. The system shall be weatherproof with an IP67 rating, shock resistant with a minimum of a one year warranty and complies with the latest NHTSA 49 C.F.R. Parts 571 and 585. Backing camera shall be mounted at the top of the rear end cap of the vehicle. A 6"X16" internal rear-view mirror with a 7" monitor for the rear back up camera is to be provided and mounted firmly to the bulkhead with an adjustable bracket above the driver's sun visor, not to interfere with the opening of the electrical panel door. Mirror is to afford easy view for the driver of the passengers and roadway to the rear.</p>
			<p>18. Emergency Flashers.</p> <p>The wiring for emergency flashers shall utilize the turn signal bulbs in lieu of the brake light bulbs, so the emergency flash will work when the brake pedal is depressed.</p>
			<p>19. Mud Flaps.</p> <p>Mud flaps front and rear required.</p>
			<p>20. Exhaust.</p> <p>Vehicle shall have street side exhaust system (exits the left side of vehicle) behind rear axle and a minimum of 3" ahead of the rear bumper. Exhausts that run closer than 8" to the fuel tank must have metal heat shields or clamp on heat shield jacket between the exhaust and fuel tank.</p>
			<p>21. Rear Suspension.</p> <p>Rear suspension shall be equipped with MORryde rubber suspension or approved equivalent.</p>
NOTES/COMMENTS:			

E. AUXILIARY SYSTEMS, MISCELLANEOUS PARTS, AND ACCESSORIES

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Exterior Lighting.</p> <p>The exterior lighting system shall conform to the requirements of FMVSS No. 108 and 49 CFR Part 38 Subpart B 38.31.</p>
			<p>2. Interior Lighting.</p> <p>The interior lighting system shall provide bright floor surface illumination in the entryway and aisle, when required. A separate overhead lamp shall be provided for the driver's use. All lamps shall operate with or without the engine running, and the entrance steps shall be automatically illuminated whenever the entrance doors are open, day or night and conform to 49 CFR Part 38 Subpart B 38.31</p>
			<p>3. Heating and Defrosting System.</p> <p>The heating system shall have at least two unit type heaters, one located in the driver's area and one in the passenger area. The output of each heater shall be individually adjustable by means of controls easily reached by the seated driver. There shall also be a standard windshield defrosting and defogging system that meets or exceeds the performance requirements of SAE J382.</p>

			<p>4. Air-conditioning System.</p> <p>The system shall have two separate air conditioners (dual compressor) a factory installed dash-mounted unit (13,000 BTU min.) and an auxiliary unit for the passenger area. The auxiliary unit shall have its own compressor, a skirt mounted condenser with a free blowing evaporator and a minimum output of 52,000 BTU/hr. The output of each unit shall be individually adjustable by means of controls easily reached by the seated driver. A detailed description of the air-conditioning units should be submitted with each bid, but must be submitted prior to bid award.</p>
			<p>5. Windshield Wipers and Washers.</p> <p>Dual, electrically driven wipers (with intermittent wipe) and rear window wiper. Washers shall be furnished, and the washing fluid reservoir shall have a capacity of no less than one quart.</p>
			<p>6. Rearview Mirrors.</p> <p>The OEM rearview mirror mounted on the windshield will be provided. A 6"X16" internal rearview mirror with a 7" monitor for the backup camera is to be mounted firmly to the bulkhead with an adjustable bracket above the driver's sun visor. The mirror is to provide easy view for the driver of the passengers and roadway to the rear. External rearview vision mirrors on right and left side of vehicle shall be heated, power adjustable type with 15" Mirror Head Standard (2 in 1) Flat and Convex Glass.</p>
			<p>7. Sun Visor.</p> <p>A fully adjustable interior sun visor shall be provided for the driver. The sun visor shall not interfere with the driver's view of the rearview mirrors.</p>
			<p>8. Horn.</p> <p>The vehicle shall be equipped with an OEM horn.</p>
			<p>9. Controls and Instruments.</p> <p>All controls shall be within the driver's arm reach with seat belt fastened. Instrumentation shall include an oil pressure gauge, a coolant temperature gauge, a charge indicator with graduated charge-discharge scale, and an engine hour meter.</p>
			<p>10. AM-FM Radio.</p> <p>A good quality, 10-watt minimum power output, push-button AM-FM stereo clock radio with a minimum of four speakers shall be provided. The speakers shall be positioned to allow for balanced audio coverage within the vehicle. At least two speakers shall be mounted in the forward area and a minimum of two speakers shall be mounted at least halfway to the back of the vehicle. The speakers shall be enclosed so as to provide protection from damage and all wiring shall be concealed. A balance control for the front and rear speaker shall be provided and located within easy reach of the driver.</p>
NOTES/COMMENTS:			

F. EMERGENCY EQUIPMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. First Aid Kit. A 12-unit first aid kit provided with instruction for the use of its contents shall be securely mounted in a location readily accessible to the driver.
			2. Fire Extinguisher. A UL approved fire extinguisher shall be bracket mounted in a location readily accessible to the driver. Size shall be no less than five-pound with a total rating of not less than 2A, 10-B:C or UL approved equivalent.
			3. Warning Devices. A kit of three folding bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125 shall be provided.
			4. Safety Vent. A Dual-Purpose Safety Low Profile roof vent such as the Transpec Econovent roof hatch or equivalent shall be provided. Safety vent exterior height shall not exceed 2" above vehicle roof. This will be mounted according to the directions of the manufacturer near the middle of the passenger compartment. Installation of roof hatch shall include gasket to seal out moisture.
			5. Bloodborne Pathogens Kit. Will be provided with a minimum of the following items. Latex Gloves, CPR Mask, Goggles, Apron, Disinfectant Wipes, Absorbent and Scoop, and an I.D. tag and red plastic bag.

G. BUS BODY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Structure. The body structure shall be steel reinforced fiberglass or steel reinforced plastic that will withstand flexing or fatigue that would make the vehicle unfit for safe and weather-tight operation. The exterior body panels shall be constructed of gel-coated fiberglass reinforced plastic. The body structure shall form an integrated unit. All points, such as joints and corners, at which stress concentrations may occur shall be reinforced as needed to carry required loads and withstand road shock. All structural framing shall be designed and constructed so that each member carries its proportionate share of stresses. Framing members shall be of durable channel, box, hat, zee, or similar cross section. End posts shall be designed to resist shear, and vertical members shall be securely fastened to under frame components so that the entire structure shall act as one unit without any movement at the joints.
			2. Body Exterior. Fiberglass reinforced plastic shall be used for the construction of the bus body securely fastened to the interior structural members. The entire body shall be thoroughly tested by the final-stage manufacturer and made as nearly dust-proof and watertight as practicable.
			3. Roof. Roof construction may employ steel, aluminum, or fiberglass panels. The requirements must meet the definition of CRASHWORTHINESS.

			<p>4. Body Interior.</p> <p>Inner lining panels shall be gel-coated fiberglass reinforced plastic. Wood or fiber panels shall not be used. To minimize the need for vertical seams, all interior panels shall extend full-length longitudinally, where practical. Where seams are unavoidable, all exposed edges shall be beaded, hemmed, or flanged with the rearward components lapped over the forward components.</p>
			<p>5. Floor.</p> <p>A ¾ inch thick underlayment shall be applied over a lower metal floor structure. The ¾" underlayment shall be Thermo-Lite Board Model 2651a fiber-reinforced urethane composite material by Space Age Synthetics or plywood underlayment completely sealed to prevent moisture infiltration. All plywood edges are to be sealed prior to being attached. The underlayment floor shall be laid with no gaps or openings.</p>
			<p>6. Wheel Housings.</p> <p>The housings shall provide ample clearance for operating the fully loaded vehicle with tire chains and with unrestricted steering. Splash aprons and fenders shall be provided if tires extend beyond the sides of the vehicle.</p>
			<p>7. Access Hatches.</p> <p>Access panels or hatches shall be provided where needed to service transmission, engine, radiator, battery, air conditioning components, etc.</p>
			<p>8. Anti-corrosion Treatment.</p> <p>All metallic body components, including the surfaces of those interior body panels and posts that are to be covered by insulation or trim materials, shall be thoroughly protected against corrosion by means such as bonderizing or the application of multiple coats of anti-corrosive primer. All nuts, bolts, clips, washers, clamps, and like fasteners shall be plated or phosphate-coated to prevent corrosion.</p>
			<p>9. Insulation.</p> <p>The ceiling and all inside walls of the vehicle shall be moisture proof and contain thermal and acoustic insulating characteristics. The insulating material shall have a minimum of R-5 rating.</p>
			<p>10. Undercoating.</p> <p>The entire body/frame under-structure of the vehicle shall be fully undercoated with nonflammable resin-type material, poly-oleum, or the equivalent in accordance with vehicle chassis standards.</p>
NOTES/COMMENTS:			

H. TECHNICAL SPECIFICATION: WINDSHIELD AND WINDOWS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Safety Requirements.</p> <p>All glazing materials shall conform to the requirements of FMVSS No. 205. All windows shall conform to the requirements of FMVSS No. 217, and emergency egress shall be provided as specified in that standard.</p>
			<p>2. Side Windows.</p> <p>At least 3,700 square inches of window space shall be furnished in addition to windows installed in doors. Windows shall be T side panel type. All side windows shall be top vented (except for left rear window above tailpipe) to allow for ventilation and all side windows shall provide a clear view to the outside from each passenger seat position. All windows shall be tinted.</p>

			<p>3. Rear Windows.</p> <p>A rear window surface area of no less than 390 square inches shall be provided and must provide emergency egress from the vehicle.</p>
NOTES/COMMENTS:			

I. DOORS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Entrance Door and Stepwell.</p> <p>The vehicle shall be equipped with a two section, jackknife or split type main entrance door located opposite the driver. The door shall be at least 80 inches high and have a clear entrance width of 36 inches. The door control shall be manually operated with over center linkage of the self-locking type and shall be easily operated by the seated driver with seat belt fastened. Or an electric door with control switch that is easily accessible for the driver wearing a seatbelt. The stepwell shall be corrosion-resistant steel. Step treads shall be at least 9 inches deep. The entry step shall be 12 inches (plus or minus 1 inch) above ground level and subsequent step risers shall be no greater than 10 inches.</p>
			<p>2. Driver's Door and Running Board.</p> <p>A front-hinged, sedan type door with roll-down window and exterior key lock shall be provided at the left-hand side of the driver's seat. A driver's side running board that runs from the front wheel mud flap to a minimum of 4 inches past the back of the driver's door that will accommodate a driver weighing up to 325 pounds shall be provided. Running board at a minimum shall be 8 inches wide at the mid area of the driver door to allow adequate surface for safe entry and exit of vehicle. Running board shall be secured to the vehicle with steel braces that are rust resistant. Running board deflection shall not be greater than ¼ inch when used to enter and exit vehicle by driver.</p>
NOTES/COMMENTS:			

J. SEATS AND AISLE

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Driver's Seat.</p> <p>Multi-position cloth driver's seat, such as Evolution G2ELP series cutaway driver seat by Freedman Seating Company of Chicago, Illinois, with two-way, mechanically adjustable lumbar, 45 to 100 degree adjustable back, four-way adjustable headrest, fore/aft adjustments, and front adjustable flip-up right side armrest or approved equivalent shall be provided. The seatbelt assembly shall be a combination of pelvic and upper torso-restraint (Type 2) with retractors. The seatbelt assembly and seatbelt anchorages shall conform to the requirements of FMVSS Nos. 207, 208, 209, and 210.</p>
			<p>2. Passenger Seats.</p> <p>All cloth double passenger seats with flip up aisle US armrest, aisle side seat grab handles on top of mid-back or mid-hi seats with lumbar support mounted on track. Seat back height from the top of the seat cushion will be a minimum of 22 inches. Each passenger seating position shall be equipped with an under-seat retractor seat belt assembly and belt anchorages that conform to the requirements of FMVSS Nos. 209 and 210. Leg room, the horizontal distance forward from the front surface of a seat cushion to the rear of another seat or other obstruction shall be no less than 10 inches.</p>
			<p>3. Color and Fabric for Passenger Seats.</p> <p>Color of fabric shall be NPF by CMI #831 Pinwheel Mono Blue treated with Nanocide by Freedman Seating Company or approved equivalent.</p>
			<p>4. Aisle.</p> <p>Aisle width shall be no less than 14 inches.</p>
NOTES/COMMENTS:			

K. FRONT WHEELCHAIR ACCOMMODATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Lift Access Doors.</p> <p>Split type outward-opening lift access doors located on the right-hand side (curb side) of the vehicle to the rear of the right rear wheel well.. The lift access doors shall be constructed so as to be equivalent in strength and materials to other areas of the body and shall be fitted with weather seals at all edges so as to exclude dust and moisture. Minimum vertical opening of the doors shall be 68 inches. The minimum door clear opening width when doors are fully opened shall be 44 ½ inches. The doors shall be equipped with windows with bottoms approximately aligned with those of the main side windows and of the maximum width appropriate to the width of the doors. The windows shall conform to the requirements of Section H.1. above. Both doors shall be fitted with latching mechanisms to secure each door when closed. One door shall have a locking latch which allows both doors to be securely locked when closed. Gas shocks or spring resistant door restraints shall be provided to hold the doors in the fully open position while the lift is in operation. An interlock shall also be provided to disable all lift controls whenever the doors are closed.</p>
			<p>2. Wheelchair Lift.</p> <p>A front pump 12-volt, fully automatic, electrohydraulic or electromechanical, folding platform wheelchair lift with a design load of not less than 600 pounds</p>

			<p>shall be installed inside the lift access doors. Installation of the lift shall not diminish the vehicle's structural integrity.</p> <p>The platform lift shall be certified by the manufacturer to meet the requirements of DOT 49 CFR Part 38. The brand name and model number of the lift to be provided should be identified and manufacturer's literature should be included with the bid, but must be submitted prior to bid award.</p> <p>When in the stowed configuration, all parts of the lift shall be completely housed within the vehicle.</p> <p>The platform shall measure at least 34 inches wide by 51 inches long. The platform shall be equipped with a hydraulic powered automatic outboard roll stop. The barrier shall be erected automatically by means that prevent deactivation of the barrier while the platform is unfolded and is more than four inches above the ground or curb.</p> <p>The entire lift electrical system shall be protected by a master circuit breaker. Maximum operating current shall not exceed 180 amps. Lift control switches housed in a hand-held, weatherproof switch box shall be provided. The switch box shall permit remote control of all lift functions and shall be connected to the end of a flexible, cut-resistant electrical cable of sufficient length to allow safe, convenient lift operation by an attendant in the vehicle or standing on the ground beside the lift door. There shall be two mounting areas for securing the handheld control box when not in use. One shall be provided for access from within the vehicle and the other from outside the vehicle when lift doors are open. All lift controls shall be clearly labeled so as to be easily understood. Wheelchair lift and installation shall comply with Federal Motor Vehicle Safety Standards 403 and 404.</p>
			<p>3. Wheelchair Transport Space.</p> <p>At least two functional wheelchair transport spaces shall be provided. Each such space shall be at least 30 inches wide and 48 inches long.</p>
			<p>4. Wheelchair Securement</p> <p>Each wheelchair space shall be equipped with auto-tensioning, auto locking retractor style restraint system with knobs that allows for final tightening of the securement if necessary. Securement system must meet the requirements of DOT 49 CFR Part 38, SAE J2249, WC 18, along with all recognized government standards. This system shall be installed according to the manufacturer's instructions and specification. Securement system should consist of the following items produced by Sure-Lok or equivalent.</p> <ul style="list-style-type: none"> a. Kit No. AL812S-4C securement system. <p>Kit contains:</p> <ul style="list-style-type: none"> i. Four (4) - AL800855S - Auto-tensioning retractors with L track fitting, tightening knobs, stud fitting and J hook. ii. One (1) - AL700868 - 4 Occupant restraint buckle connector assembly with stud fitting. iii. One (1) - AL700727HA - Fixed-point mount occupant restraint retractor with height adjuster and stud fitting. <ul style="list-style-type: none"> b. 8705 Web Cutter; c. FE200750 Quick Strap - 4 per position; d. FE2001145 Mesh Storage Container; <p>Location of the mesh storage containers for the two rear wheelchair positions are to be anchored to the back wall, the bottom of the bags are to be a minimum of fifteen inches above the floor.</p>

			<p>e. SLCE03 Training Program CD (one per vehicle) or online training</p> <p>f. AL700842 Integrated Lap Belt Length 96 inches;</p> <p>g. Floor anchorages will be recessed L-Track FE753NA100-04-03 of a 6061-T6 compound (OMI), or approved equivalent.</p> <p>Track shall be provided for each wheelchair position. Two L-Track 65 inches in length are to be installed in the rear of the vehicle from the street side to the curb side a minimum of 52 inches apart (54 inches preferred if possible) as recommended by the supplier's installation instructions. Each rear wheelchair space shall have LTrack 12 inches to 14 inches long installed side to side on the back wall for the upper anchor of the occupant restraint, to accommodate adjusting for oversized wheelchairs.</p>
NOTES/COMMENTS:			

L. STANCHIONS, MODESTY PANELS AND HANDRAILS

	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Stanchions.</p> <p>Vertical, floor-to-ceiling pole stanchion securely anchored to the structure of the vehicle shall be installed on the right hand side of the aisle behind the stepwell. A two pole vertical floor-to-ceiling stanchion securely anchored to the vehicle structure behind the rearmost position of the driver's seat. Stanchion behind the driver seat must allow driver seat to recline to maximum extent possible with seat position slid back to the rear-most position. A clear or tinted Plexiglas or Lexan shield securely attached to each pole shall be located behind the driver above the lower panel of the stanchion separating the driver compartment from the passenger compartment. The shield shall provide handholds for support as passengers are walking up the aisle.</p>
			<p>2. Modesty Panels.</p> <p>A horizontal guardrail and sheet metal barrier panel or hardboard laminate panel shall be installed. The guardrails shall not be less than 30 inches above the floor, and the barrier panels shall extend from the guardrails to within 8 inches of the floor.</p> <p>All stanchions, handrails and guardrails shall be constructed of corrosion resistant steel tubing with a minimum outside diameter of 1.25 inches. Urethane foam padding with a minimum 3/8-inch wall thickness shall be applied to the tubing so that guardrails are fully padded and stanchions are padded from within 3 inches of the ceiling to within 3 inches of the floor.</p>
			<p>3. Handrails and Stanchions.</p> <p>Handrails and stanchions must be provided to meet the requirements of 49 CFR Part 38 Subpart B 38.29. All stanchions, handrails, and guardrails shall be securely anchored to frame members or to solid bracing. Any sharp edges or protruding fasteners or brackets that might harm passengers or clothing shall be eliminated or protected.</p> <p>There shall be handrails on each side of the passenger doorway. The handrails shall be 44 inches long securely anchored and shall run parallel to the steps on each side of the passenger door entry and be easily accessible to aide passengers when negotiating the entry steps.</p> <p>The bottom of the handrail on the left side of the entry steps will be anchored approximately 16 inches above the floor. The top of the left handrail shall be approximately 53 inches above the floor anchored to the stanchion pole.</p>

			<p>The bottom of the right handrail will be anchored to the vehicle approximately 15 inches above the floor. The top of the right handrail shall be anchored to the bulkhead above the windshield.</p> <p>There shall be a 24-inch grab handrail on the left side of the ambulatory passenger door entrance. The bottom of the grab handle will be 24 inches above the first entry step and be easily accessible to aide passengers when negotiating the entry steps.</p>
			<p>4. Priority Seating Sign. Shall be furnished as required by 49 CFR Par 38 Subpart B 38.27</p>
<p>NOTES/COMMENTS:</p>			

M. FINISHES

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Interior Finish</p> <p>All materials used in the passenger compartment, including upholstery, padding, floor covering, and insulation shall conform to the requirements of FMVSS No. 302, and materials that emit toxic gases as byproducts of combustion shall not be used.</p> <p>Floor covering shall be slip resistant exceeding the ADA minimum slip resistance standard rating of .06 static coefficient of friction, under dry or wet conditions. Floor covering shall be constructed with aluminum oxide, silicon carbide, quartz and optional PVC chip blended throughout a high-quality vinyl wear surface (top coating is not acceptable). Backing to be polyester cellulose material with fiberglass fiber reinforced center scrim for additional durability. Floor covering shall be Meta 2.2 mm or greater, color TFM22903 Storm by Altro Transflor or approved equivalent.</p> <p>The whole floor will be a uniform thickness throughout the vehicle, eliminating the need for ribbed surfaces. Seams are to be heat welded to provide a permanent waterproof seal against water penetration. All trim edges (if used) are to be sealed by heat welding or with mastic/caulk by the manufacturer's instructions before installation.</p> <p>Floor covering is to be installed on the passenger entrance steps and risers according to the manufacture's recommendations. Step edging shall be yellow vinyl step nosing installed according to the floor covering manufacture's recommendations.</p> <p>Those interior surfaces that are not padded or covered with a decorative vinyl surface shall be appropriately primed and finished with a top-quality Acrylic enamel. Color of paint and other interior finishing materials shall harmonize with the vehicle's exterior finish.</p>
			<p>2. Exterior Finish.</p> <p>The exterior color shall be white. All exterior surfaces shall be smooth and free of visible wrinkles and dents. To assure a proper bond between the basic surface and successive coats of paint, exterior surfaces to be painted shall be properly cleaned and primed, as appropriate for the paint used, prior to application of the paint. Exterior surfaces to be painted shall be finished with a top-quality Acrylic paint applied according to the recommendations of its manufacturer. The paint shall be applied smoothly and evenly with the finished surface free of dirt, runs, orange peel, and other imperfections.</p>
			<p>3. Optional Raised Floor for Wheelchair Positions.</p> <p>This option calls for a true raised floor, not a double floor, to provide a flat surface from behind the driver to the rear of the vehicle eliminating the protrusion of the wheel wells in the vehicle, for the purpose of additional wheelchair positions. The headroom provided in this area should be a minimum of 72 inches.</p>
<p>NOTES/COMMENTS:</p>			

N. FEDERAL CHANGES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
NOTES/COMMENTS:			

O. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F (current Circular) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.
NOTES/COMMENTS:			

P. ACCEPTABLE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			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 or Current Production Year Ford E-450).
			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.
			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.
			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 or Current Production Year Ford E-450) bid must meet or exceed the following requirements.
NOTES/COMMENTS:			

Q. MOTOR VEHICLE INDUSTRIES REGULATION ACT

YES	NO	NO & PROVIDE ALTERNATIVE	
			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:			

R. 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.
			2. Estimated Annual Usage: 50 units
NOTES/COMMENTS:			

S. 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:			

T. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
NOTES/COMMENTS:			

U. DELIVERY LOCATIONS / INSTRUCTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The bid item(s) shall be delivered to the Nebraska Department of Transportation at 5001 South 14th Street, Lincoln, Nebraska, in first class condition, complete and ready for operation, and the contractor shall assume all responsibility and liability incident to said delivery. Delivery shall be made between 8:00 a.m. and 3:00 p.m. local time on a day other than Saturday, Sunday or a holiday. The vehicle(s) shall have been serviced and shall be in road-ready condition with not less than a HALF tank of gasoline when delivered, and the odometer(s) shall not reflect more than 1,250 miles driven.</p> <p>Prior to delivery of any vehicles to the Nebraska Department of Transportation, the successful bidder must notify the appropriate individual(s) in the Local Assistance Division of the Nebraska Department of Transportation at least two working days before the delivery of vehicles. The contact person(s) will be established in the post award meeting with the successful bidder.</p> <p>Prior to delivery of any vehicles to the Nebraska Department of Transportation, the successful bidder must notify the appropriate individual(s) in the Local Assistance Division of the Nebraska Department of Transportation at least two working days before the delivery of vehicles. The contact person(s) will be established in the post award meeting with the successful bidder.</p> <p>No other vehicle will be allowed to be delivered until previous vehicles have passed inspection and all appropriate documents have satisfied the State's requirements in order that possession can be taken by the State.</p>
NOTES/COMMENTS:			

V. ORDERS

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

W. 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.
			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.
			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:

X. PROHIBITED PRODUCTS

YES	NO		
			1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.
			2. The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.
			3. The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.
NOTES/COMMENTS:			

Y. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			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.
			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:			

Z. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The Contractor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. 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.

NOTES/COMMENTS: