

**STATE OF NEBRASKA CONTRACT AMENDMENT**State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 02/17/22
BUSINESS UNIT 9000	BUYER BRENDA SENSIBAUGH (AS)
VENDOR NUMBER: 500804	
VENDOR ADDRESS:  DULTMEIER SALES LLC 13808 INDUSTRIAL RD OMAHA NE 68137-1104	

**CONTRACT NUMBER**  
**14666 OC**

THE CONTRACT PERIOD IS:

**OCTOBER 27, 2020 THROUGH OCTOBER 26, 2022**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to supply and deliver 2,400 Gallon Horizontal Leg Tank to the State of Nebraska as per the attached specifications for the contract period October 27, 2020 through October 26, 2022.

Vendor Contact: Tom Hansen  
Phone: 402-333-1444  
Fax: 402-333-5546  
E-Mail: thansen@dultmeier.com

This is the second renewal of this contract as amended. (10/22/20 ml)

Amendment Two (2) as attached. (MH 5/31/21)

Amendment Three (3) as attached. (MH 2/10/22)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2400 GALLON HORIZONTAL LEG TANK ORDERS OF 1-3 UNITS  MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400	10.0000	EA	6,296.7600
2	2400 GALLON HORIZONTAL LEG TANKS WHEN ORDERING 4 TANKS FOR SINGLE DELIVERY  MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400  OPTIONS:	10.0000	EA	6,196.7600

DS  
JD

2/18/2022

DocuSigned by:

*Brenda Sensibaugh*

2/18/2022

F8D079AE588F419...

BUYER

DocuSigned by:

*Amara Block*

2/28/2022

4CFF2711162A...

MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

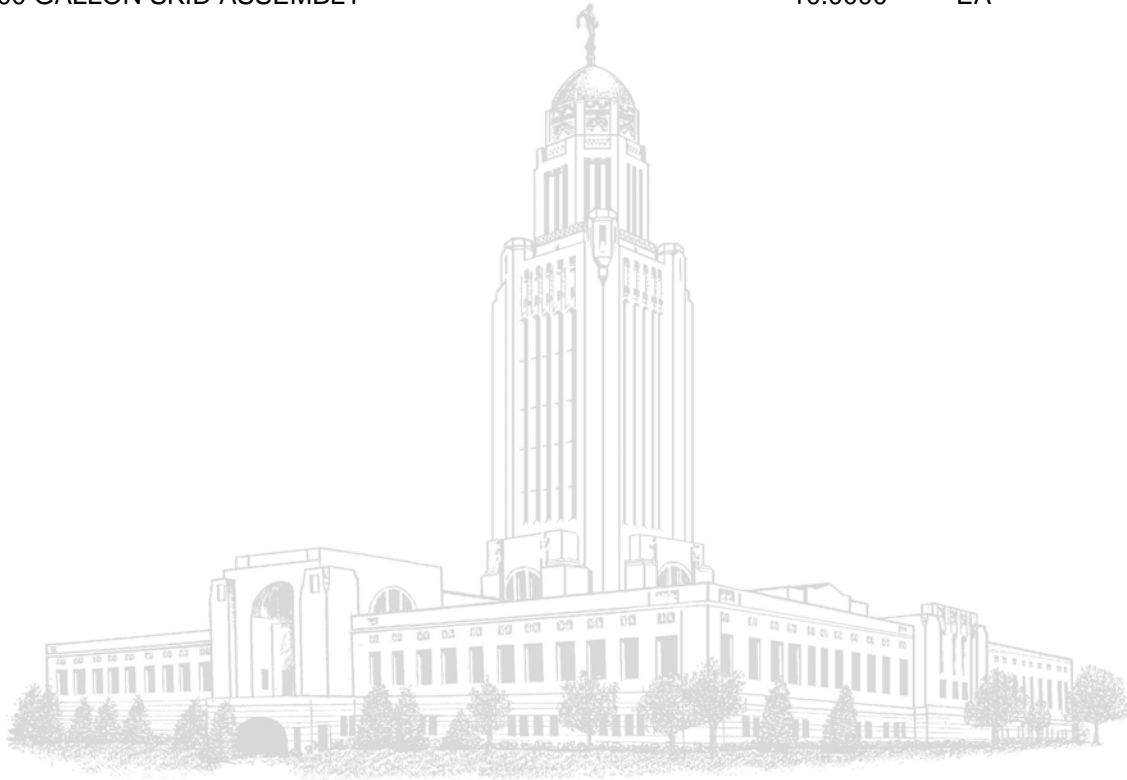
State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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PAGE 2 of 2		ORDER DATE 02/17/22	
BUSINESS UNIT 9000		BUYER BRENDA SENSIBAUGH (AS)	
VENDOR NUMBER: 500804			

**CONTRACT NUMBER**  
**14666 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	SPRAYER PLUMBING KIT	10.0000	EA	4,375.0000
4	2400 GALLON SKID ASSEMBLY	10.0000	EA	1,490.0000



DS  
*BS*

BUYER INITIALS

**AMENDMENT THREE**  
**2,400 Gallon Horizontal Leg Tank for the State of Nebraska**  
**Between**  
**The State of Nebraska and Dultmeier Sales, LLC**

This Amendment (the "Amendment") is made by the State of Nebraska and Dultmeier Sales, LLC. parties to Contract 14666 OC, and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract effective February 22, 2022 as follows:

Lines one (1) and two (2) are hereby removed and replaced with the following:

Line	Description	Unit of measure	Unit Price
1	2400 GALLON HORIZONTAL LEG TANK ORDERS OF 1-3 UNITS MAKE: ACE ROTO- MOLD(DENHARTOG INDUSRTIES) MODEL: RTFS2400	EA	6296.7600
2	2400 GALLON HORIZONTAL LEG TANKS WHEN ORDERING 4 TANKS FOR SINGLE DELIVERY MAKE: ACE ROTO- MOLD(DENHARTOG INDUSTRIES) MODEL: RTFS2400	EA	6196.7600

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

DocuSigned by:  
 By: Amara Block  
 4CFF2711162A4A2...

Contractor: Dultmeier Sales, LLC

DocuSigned by:  
 By: Tom Hansen  
 4992CA1C6D1F465...

Name: Amara Block

Name: Tom Hansen

Title: General Counsel, Acting

Title: Deice Division Manager

Chief Procurement Officer

Date: 2/28/2022

Date: 2/17/2022

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14666 OC**

PAGE 1 of 2	ORDER DATE 05/31/21
BUSINESS UNIT 9000	BUYER BRENDA SENSIBAUGH (AS)
VENDOR NUMBER: 500804	
VENDOR ADDRESS:  DULTMEIER SALES LLC 13808 INDUSTRIAL RD OMAHA NE 68137-1104	

THE CONTRACT PERIOD IS:

**OCTOBER 27, 2020 THROUGH OCTOBER 26, 2022**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to supply and deliver 2,400 Gallon Horizontal Leg Tank to the State of Nebraska as per the attached specifications for the contract period October 27, 2020 through October 26, 2022.

Vendor Contact: Tom Hansen  
Phone: 402-333-1444  
Fax: 402-333-5546  
E-Mail: thansen@dultmeier.com

This is the second renewal of this contract as amended. (10/22/20 ml)

Amendment Two (2) as attached. (MH 5/31/21)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2400 GALLON HORIZONTAL LEG TANK ORDERS OF 1-3 UNITS  MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400	10.0000	EA	4,979.2200
2	2400 GALLON HORIZONTAL LEG TANKS WHEN ORDERING 4 TANKS FOR SINGLE DELIVERY  MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400	27.0000	EA	4,679.2200
3	SPRAYER PLUMBING KIT	10.0000	EA	4,375.0000

DocuSigned by: *Brenda Sensibaugh* 6/7/2021  
 DocuSigned by: *Amara Block* BUYER 6/7/2021  
 4CFF271162A4A2  
 MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
 Fax: (402) 471-2089

PAGE 2 of 2		ORDER DATE 05/31/21	
BUSINESS UNIT 9000		BUYER BRENDA SENSIBAUGH (AS)	
VENDOR NUMBER: 500804			

**CONTRACT NUMBER**  
**14666 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	2400 GALLON SKID ASSEMBLY	10.0000	EA	1,490.0000



DS  
*BS*

BUYER INITIALS

**AMENDMENT TWO**  
**2400 Gallon Horizontal Leg Tank for the State of Nebraska**  
**Between**  
**The State of Nebraska and Dultmeier Sales LLC**

This Amendment (the "Amendment") is made by the State of Nebraska and Dultmeier, parties to Contract 14666 OC, and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the Contract June 4, 2021 as follows:

Line	Description	Unit of Measure	Unit Price
1	2400 Gallon Horizontal Leg Tank Orders of 1-3 Units	EA	\$4979.2200
2	2400 Gallon Horizontal Leg Tanks when ordering 4 tanks for single Delivery	EA	\$4679.2200

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska  
DocuSigned by:

By: Amara Block  
4CFF2741462A4A2...

Name: Amara Block

Title: General Counsel Acting

Chief Procurement Officer

Date: 6/7/2021

Contractor: Dultmeier  
DocuSigned by:

By: Tom Hansen  
DD00D7503F0349B...

Name: Tom Hansen

Title: Deice Division Manager

Date: 5/27/2021

**STATE OF NEBRASKA CONTRACT AWARD**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14666 OC**

PAGE 1 of 1	ORDER DATE 10/22/20
BUSINESS UNIT 9000	BUYER BRENDA SENSIBAUGH (AS)
VENDOR NUMBER: 500804	
VENDOR ADDRESS:  DULTMEIER SALES LLC 13808 INDUSTRIAL RD OMAHA NE 68137-1104	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**OCTOBER 27, 2020 THROUGH OCTOBER 26, 2022**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to supply and deliver 2,400 Gallon Horizontal Leg Tank to the State of Nebraska as per the attached specifications for the contract period October 27, 2020 through October 26, 2022.

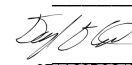
Vendor Contact: Tom Hansen  
Phone: 402-333-1444  
Fax: 402-333-5546  
E-Mail: thansen@dultmeier.com

This is the second renewal of this contract as amended. (10/22/20 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2400 GALLON HORIZONTAL LEG TANK ORDERS OF 1-3 UNITS  MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400	10.0000	EA	4,590.0000
2	2400 GALLON HORIZONTAL LEG TANKS WHEN ORDERING 4 TANKS FOR SINGLE DELIVERY  MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400  OPTIONS:	27.0000	EA	4,290.0000
3	SPRAYER PLUMBING KIT	10.0000	EA	4,375.0000
4	2400 GALLON SKID ASSEMBLY	10.0000	EA	1,490.0000



Signed by: *Brenda Sensibaugh* 10-22-20



BUYER

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MATERIEL ADMINISTRATOR



# NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES



Pete Ricketts, Governor

## CONTRACT RENEWAL

April 17, 2020

Tom Hansen  
Dultmeier Sales LLC.  
1308 Industrial Road  
Omaha, NE 68137-1104

RE: Contract Number 14666 OC, 2400 Gallon Horizontal Leg Tank

Dear Mr. Tom Hansen:

The above named contract for providing 2,400 gallon Horizontal Leg Tank to the State of Nebraska, Nebraska Department of Transportation, expires October 26, 2020..

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) additional two (2) year period, i.e. October 27, 2020 through October 26, 2022.

If this is agreeable with Dultmeier Sales, LLC, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Dultmeier does not intend to renew contract number 14666(OC) and thus may begin the formal solicitation process to obtain 2,400 gallon Horizontal Leg Tank.

Sincerely,

*Brenda Sensibaugh*

Brenda Sensibaugh, Buyer  
State Purchasing Bureau

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130  
Lincoln, Nebraska 68508

OFFICE 402-471-6500  
FAX 402-471-2089

[das.nebraska.org](http://das.nebraska.org)

Mr. Tom Hansen  
April 17, 2020  
Page 2

DATE: 4-18-20

Dultmeier Sales LLC is agreeable to the renewal of 14666(OC) for 2,400 Gallon Horizontal Leg Tank October 27, 2020 through October 26, 2022.

SIGNATURE: Tom Hansen  
TITLE: Deice Division Mgr  
DATE: 4-18-20

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14666 OC**

PAGE 1 of 2	ORDER DATE 11/05/18
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500804	
VENDOR ADDRESS:  DULTMEIER SALES LLC 13808 INDUSTRIAL RD OMAHA NE 68137-1104	

THE CONTRACT PERIOD IS:

**OCTOBER 27, 2018 THROUGH OCTOBER 26, 2020**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5416 OF

Contract to supply and deliver 2,400 Gallon Horizontal Leg Tank to the State of Nebraska as per the attached specifications for the contract period October 27, 2018 through October 26, 2020. The contract may be renewed for one (1) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tom Hansen  
Phone: 402-333-1444  
Fax: 402-333-5546  
E-Mail: [thansen@dultmeier.com](mailto:thansen@dultmeier.com)

This is the first renewal of this contract as amended. (vc 9/19/18)

Amendment One as attached. (vc 11/5/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2400 GALLON HORIZONTAL LEG TANK ORDERS OF 1-3 UNITS  MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400	10.0000	EA	4,590.0000
2	2400 GALLON HORIZONTAL LEG TANKS WHEN ORDERING 4 TANKS FOR SINGLE DELIVERY  MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400	27.0000	EA	4,290.0000

OPTIONS:

11/8/18 Rene A. Botts 11/5/2018  
BUYER  
MATERIEL ADMINISTRATOR  
11/9/18  
R43500JNISM0001JNISM0001 20150901

# STATE OF NEBRASKA CONTRACT AMENDMENT

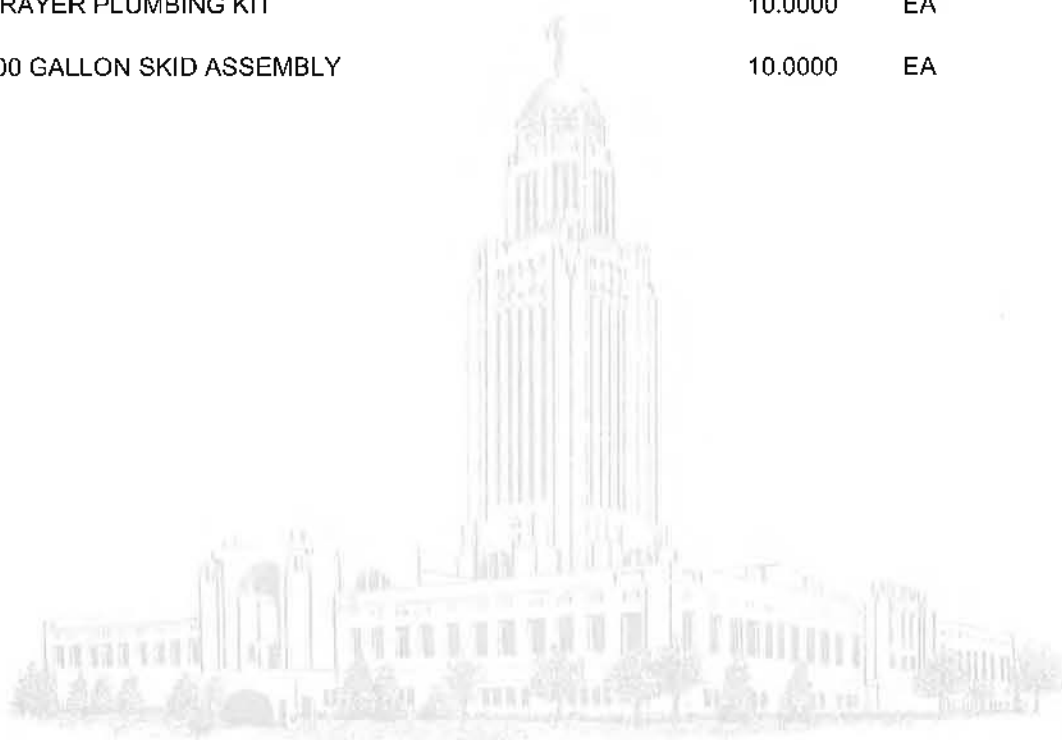
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14666 OC**

PAGE 2 of 2	ORDER DATE 11/05/18
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500804	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	SPRAYER PLUMBING KIT	10.0000	EA	4,375.0000
4	2400 GALLON SKID ASSEMBLY	10.0000	EA	1,490.0000



*RAB*

BUYER INITIALS

AMENDMENT ONE  
 14666 OC  
 2,400 Gallon Horizontal Leg Tank for the State of Nebraska  
 Between  
 The State of Nebraska and Dultmeier Sales LLC


This Amendment (the "Amendment") is made by the State of Nebraska and Dultmeier Sales LLC, parties to Contract 14666 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

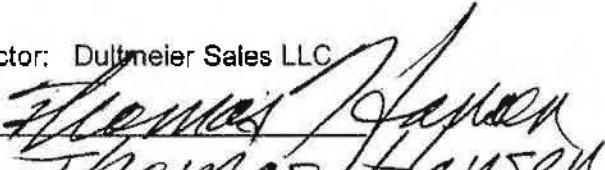
Delete and replace Line 2 of the contract as below, effective upon signature:

Line	Description	Unit of Measure	Unit Price
2	2400 GALLON HORIZONTAL LEG TANKS WHEN ORDERING 4 TANKS FOR SINGLE DELIVERY MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400	EA	\$4,290.0000

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska  
 By:   
 Name: David Zwart  
 Title: Material Administrator  
 Date: 11/9/18

Contractor: Dultmeier Sales LLC  
 By:   
 Name: THOMAS HANSEN  
 Title: Device Div. Mgr.  
 Date: 10-30-18

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14666 OC**

PAGE 1 of 1	ORDER DATE 0918/18
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500804	
VENDOR ADDRESS:  DULTMEIER SALES LLC 13808 INDUSTRIAL RD OMAHA NE 68137-1104	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**OCTOBER 27, 2018 THROUGH OCTOBER 26, 2020**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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Original/Bid Document 5416 OF

Contract to supply and deliver 2,400 Gallon Horizontal Leg Tank to the State of Nebraska as per the attached specifications for the contract period October 27, 2018 through October 26, 2020. The contract may be renewed for one (1) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tom Hansen  
Phone: 402-333-1444  
Fax: 402-333-5546  
E-Mail: [thansen@dultmeier.com](mailto:thansen@dultmeier.com)

This is the first renewal of this contract as amended. (vc 9/19/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2400 GALLON HORIZONTAL LEG TANK ORDERS OF 1-3 UNITS MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400	10.0000	EA	4,590.0000
2	2400 GALLON SKID ASSEMBLY TANK WHEN ORDERING 4 TANKS FOR SINGLE DELIVERY MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400 OPTIONS:	27.0000	EA	4,290.0000
3	SPRAYER PLUMBING KIT	10.0000	EA	4,375.0000
4	2400 GALLON SKID ASSEMBLY	10.0000	EA	1,490.0000

9-19-18  
  
 BUYER  
  
 MATERIEL ADMINISTRATOR

# NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

## CONTRACT RENEWAL

May 30, 2018

Mr. Tom Hansen  
Dultmeier Sales LLC  
13808 Industrial Rd  
Omaha, NE 68137-1104

RE: Contract Number 14666 OC, 2,400 Gallon Horizontal Leg Tank

Dear Mr. Hansen:

The above named contract for providing 2,400 Gallon Horizontal Leg Tank to the State of Nebraska, NDOT expires October 26, 2018.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional two (2) year period, i.e. October 27, 2018 through October 26, 2020.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

David Zwart, Chief Operations Officer

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130  
Lincoln, Nebraska 68508

OFFICE 402-471-0972  
FAX 402-471-2089

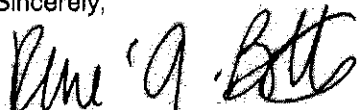
[das.nebraska.org](http://das.nebraska.org)

Mr. Hansen  
May 30, 2018  
Page 2

If this is agreeable with Dultmeier Sales LLC, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Dultmeier Sales LLC does not intend to renew contract number 14666 OC and thus may begin the formal solicitation process to obtain 2,400 Gallon Horizontal Leg Tank.


Sincerely,



Rene A. Botts, Buyer  
State Purchasing Bureau

Dultmeier Sales LLC is agreeable to the renewal of 14666 OC for 2,400 Gallon Horizontal Leg Tank October 27, 2018 through October 26, 2020.

Signature



Title

Deice Division Leader

6-7-18



# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14666 OC**

PAGE 1 of 1	ORDER DATE 10/24/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500804	
VENDOR ADDRESS: DULTMEIER SALES LLC 13808 INDUSTRIAL RD OMAHA NE 68137-1104	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**OCTOBER 27, 2016 THROUGH OCTOBER 26, 2018**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

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Original/Bid Document 5416 OF

Contract to supply and deliver 2,400 Gallon Horizontal Leg Tank to the State of Nebraska as per the attached specifications for the contract period October 27, 2016 through October 26, 2018. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tom Hansen  
Phone: 402-333-1444  
Fax: 402-333-5546  
E-Mail: thansen@dultmeier.com

(ka 10/24/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2400 GALLON HORIZONTAL LEG TANK ORDERS OF 1-3 UNITS MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400	10.0000	EA	4,590.0000
2	2400 GALLON SKID ASSEMBLY TANK WHEN ORDERING 4 TANKS FOR SINGLE DELIVERY MAKE: ACE ROTO-MOLD (DENHARTOG INDUSTRIES) MODEL: RTFS2400 OPTIONS:	10.0000	EA	4,290.0000
3	SPRAYER PLUMBING KIT	10.0000	EA	4,375.0000
4	2400 GALLON SKID ASSEMBLY	10.0000	EA	1,490.0000

*Rene A. Botts* 10/25/2016  
10/25/16 BUYER  
10/26/16  
MATERIEL ADMINISTRATOR

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	8/18/16	Page	1 of 1
Solicitation Number	5416 OF		
Opening Date and Time	09/20/16	2:00 pm	
Buyer	RENE BOTTS (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

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 AFFADAVIT: 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 2,400 Gallon Horizontal Leg Tank 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 two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

ka 8/16/16

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	2400 GALLON HORIZONTAL LEG TANK MAKE: <u>ACE ROTO-MOLD (DEN HARTOG INDUSTRIES)</u> MODEL: <u>RTFS2400</u> OPTIONS:	10.0000	EA	<u>\$590.00</u>	<u>\$5,900.00</u>
2	SPRAYER PLUMBING KIT	10.0000	EA	<u>\$375.00</u>	<u>\$3,750.00</u>
3	2400 GALLON SKID ASSEMBLY	10.0000	EA	<u>\$190.00</u>	<u>\$1,900.00</u>

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 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 (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 60 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Tom Hansen  
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# \_\_\_\_\_  
VENDOR: DV Hmeier Sales LLC  
Address: 13808 Industrial Rd  
Omaha, NE 68137

Contact Tom Hansen  
Telephone 402-333-1444  
Facsimile 402-333-5546  
Email thansen@dvhmeier.com

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services 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:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**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.

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the Invitation to Bid. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Bid/Proposal:** The offer submitted by a vendor in a response to 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 vendor will not withdraw the bid.

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

**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 purchase order without expectation of conducting or performing it at a later time.

**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:** Any individual or entity having a contract or awarded purchase order to furnish commodities or services.

**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.

**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 services 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.

**EPDM:** rubber (ethylene propylene diene monomer (M-class) rubber).

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

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (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 vendor. Vendor 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 RFP, ITB (written solicitation) or contract are completed.

**Late Bid/Proposal:** 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 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.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

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

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

**Payroll & Financial Center (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.

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

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

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

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, 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 services to be provided under the contract.

**Proposal:** See Bid/Proposal.

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

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

**Public Proposal/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.

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

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

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

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

**Responsive Bidder:** A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.



**I. SCOPE OF THE INVITATION TO BID (ITB)**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), is issuing this Invitation To Bid, Number 5416 OF for the purpose of selecting a qualified Contractor to provide 2,400 Gallon Horizontal Leg Tank .

A contract resulting from this Invitation To Bid will be issued approximately for a period of two (2) years effective the date of award. The contract has the option to be renewed for an additional two (2) two-year as mutually agreed upon by all parties.

**ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>

**A. SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Invitation To Bid	August 18, 2016
2.	Last day to submit written questions	August 30, 2016
3.	State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	September 1, 2016
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 20, 2016 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	TBA
6.	Review period	TBA
7.	Post "Letter of Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBA
8.	Contract finalization period	TBA
9.	Contract award	TBA
10.	Contract start date	TBA

## II. PROCUREMENT PROCEDURES

### A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Invitation To Bid reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: René A. Botts  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

### B. GENERAL INFORMATION

The Invitation To Bid (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing 2,400 Gallon Horizontal Leg Tank and Sprayer Plumbing Kit at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation To Bid will not be considered.

Bids shall conform to all instructions, conditions, and requirements included in the Invitation To Bid. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation To Bid, and respond to each requirement in the format prescribed.

In addition to the provisions of this Invitation To Bid and the awarded bid, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

A fixed-price contract will be awarded as a result of this Invitation to Bid.

### C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bid is issued until a determination is announced regarding the contract award, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Invitation To Bid. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this ITB.

Once a Contractor is preliminarily selected, as documented in the intent to award, that Contractor is restricted from communicating with State staff until a contract is signed. The following exceptions to these restrictions are permitted:

- a) Written communication with the person(s) designated as the point(s) of contact for this Invitation To Bid or procurement;
- b) Contacts made pursuant to any pre-existing contracts or obligations; and
- c) State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a Bidder's bid and/or selection irrespective of any other condition. No individual member of the State or employee of the State is empowered to make binding statements regarding this Invitation To Bid. The Buyer will issue any clarifications or opinions regarding this Invitation To Bid in writing.

### D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a Bidder regarding the meaning or interpretation of any Invitation To Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5416 OF; 2,400 Gallon Horizontal Leg Tank Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) Questions may also be sent by facsimile to 402-471-2089, and must include a cover sheet clearly indicating that the transmission is to the attention of René A. Botts showing the total number of pages transmitted, and clearly marked "ITB Number 5416 OF 2,400 Gallon Horizontal Leg Tank Questions".

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bid reference and page number.

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

Question Number	ITB Section References	ITB Page Number	Question

**E. SUBMISSION OF BIDS**

The following describes the requirements related to bid submission, bid handling, and review by the State.

To facilitate the evaluation process, one (1) original of the entire bid should be submitted. Bids must be submitted by the bid due date and time. **A separate sheet must be provided that clearly states which sections, if applicable, have been submitted as proprietary or have copyrighted materials.** All proprietary information the Bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Invitation To Bid number must be included in all correspondence.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law WILL BE POSTED FOR PUBLIC VIEWING.

**F. IMPORTANT NOTICE LANGUAGE**

Bid responses should include the completed Form A and Bidder Contact Sheet. Bids must reference the Invitation To Bid number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the page of the calendar or bidder's bid response packet. Rejected late bids will return to the bidder unopened.

**G. 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.

**H. PRICE ADJUSTMENTS DURING CONTRACT TERM**

Any request for a price adjustment, after the first year period, must be submitted in writing to the State Purchasing Bureau, a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause with supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

**I. PAYMENT**

Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

**J. BID EXECUTION**

Bids must be signed in ink by the Bidder on the State of Nebraska's Invitation To Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation To Bid form. Erasures and alternations must be initialed by the Bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

**K. BID OPENING**

The sealed bids will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Bids will be available for viewing by those present at the bid opening. Vendors may also contact the State to schedule an appointment for viewing bids after the Intent to Award has been posted to the website.

**L. ELECTRONIC DOCUMENTS/FACSMILIE SUBMISSIONS**

The State Purchasing Bureau will not accept electronic responses to an Invitation To Bid for a commodity contract at any dollar amount. However, an exception applies to one-time purchase bids under \$25,000. These one-time purchase bids may be submitted by electronic means, but cannot exceed ten (10) pages.

Sealed responses to an Invitation To Bid that contain a two party bid, may include electronic pages transmitted between the two parties, but these documents cannot be submitted to the State Purchasing Bureau by electronic means. No direct electronic solicitation responses will be accepted for a commodity contract of any estimated value.

**M. VALID BID TIME**

Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation To Bid.

**N. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the Invitation To Bid. The State reserves the right to consider and accept such bids if, in the judgment of the State Procurement Manager, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation To Bid 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 Bidder shall be held liable therefore.

**O. LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Rejected late bids will be returned to the Bidder unopened. The State is not responsible for bids that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

**P. NO BID**

If not submitting a bid, respond by returning the Invitation To Bid form explaining the reason in the space provided. NOTE: To qualify as a respondent, Bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

**Q. 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. Bidders 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.

**R. REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The State reserves the right to reject any or all bids and re-advertise for bids; and further reserves the right to waive any informality or irregularity.

**S. EVALUATION OF BIDS**

All responses to this Invitation To Bid which fulfill all mandatory requirements will be evaluated for conformance to requested specifications. Elements that may also be considered include but are not limited to:

- a) The ability, capacity, and skill of the Bidder to deliver and implement the system or project, or provide the requested goods, that meet the requirements of the Invitation to Bid;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c) Whether the Bidder can perform the contract within the specified time frame;
- d) The quality of Bidder performance on prior contracts; and
- e) Such other information that may be secured and that has a bearing on the decision to award the contract.

**T. BID TABULATIONS**

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined, after the evaluation period is over, during normal business hours by appointment.

**U. MANDATORY REQUIREMENTS**

The bids will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Bids not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

- a) Invitation To Bid for Commodity Contract form, signed in ink;

- b) The completed Invitation To Bid document, with
- c) Drawing of polypropylene tank,
- d) List of special tools bidder will furnish with each tank,
- e) List of special tools bidder will furnish with sprayer plumbing kit,
- f) Warranty for polypropylene tank, and
- g) Literature or signed statement attesting to minimum stress design of 15 pounds of material per gallon on polypropylene tank.

**V. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that may be identified by the company in the bid, those indicated through the explicitly specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects. The State may use a third party to conduct reference checks.

**W. RECYCLING**

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**X. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All Bidders should be authorized to transact business in the State of Nebraska. All Bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the Bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certification of registration. Further, all Bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

**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 Nonresident 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.

**Z. EVALUATION CRITERIA AND AWARD**

The State of Nebraska reserves the right to evaluate bids in a manner, and utilizing methods, selected in the State of Nebraska's best interest and discretion. The State of Nebraska may waive informalities or irregularities in bids if the waiver is in the best interest of the State of Nebraska and such waiver does not prejudice other bidders in the State of Nebraska's discretion. After evaluation of the bids, the State of Nebraska may take, in the State's discretion, one or more of the following actions:

- Accept or reject a portion of or all of a bid;
- Accept or reject all bids;
- Withdraw the Invitation to Bid;
- Elect to rebid the Invitation to Bid;
- Award single lines or multiple lines to one or more bidders; or,
- Award one or more complete contracts.

The State of Nebraska reserves the right to make awards that are in the best interest of the State of Nebraska. The State of Nebraska may consider, but is not limited to, one or more of the following award criteria:

- Price;
- Location;
- Quality;
- Delivery time; and,

State contract management requirements or costs.  
[Additional criteria may be added]

By submitting a bid in response to this Invitation to Bid, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once an Intent to Award decision has been determined, it will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html/>

**AA. POLITICAL SUB-DIVISIONS**

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**BB. VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Invitation To Bid 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:

- a) Rejection of a bidder's proposal;
- b) Withdrawal of the Intent to Award
- c) Termination of the resulting contract.
- d) Legal action.
- e) Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**III. INVITATION TO BID - TERMS AND CONDITIONS**

By signing the "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 Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by one (1) clearly identifying the term or condition by subsection, and two (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. Bidders must include completed Section III with their ITB response.

The State of Nebraska is soliciting bids in response to the ITB. The State of Nebraska will not consider bids that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this ITB must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the ITB or resulting contract the Bidder's clause shall be subordinate to the ITB or resulting contract.

**A. GENERAL**

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

The contract resulting from this Invitation To Bid shall incorporate the following documents:

- a) Amendment to Contract Award with the most recent dated amendment having the highest priority;
- b) Contract Award and any attached Addenda;
- c) The Invitation To Bid form and the Contractor's Bid Response signed in ink
- d) Amendments to ITB and any Questions and Answers; and
- e) The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation To Bid form and the Contractor's Bid Response 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once bids are opened they become the property of the State of Nebraska and will not be returned.

**B. DEBARMENT**

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

The contractor, by signature to the Invitation To Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all

subcontracts into which it enters. The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notices if contractor becomes debarred during the term of this contract.

**C. SPECIFICATIONS**

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

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 State Procurement Manager will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the Invitation to Bid 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.

**D. DRUG POLICY**

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

Bidder certifies that it maintains a drug free workplace 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.

**E. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

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

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 of Nebraska, 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 t 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 services to be covered by any contract resulting from this Invitation To Bid.

**F. PERMITS, REGULATIONS, LAWS**

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



The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**G. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JA</i>			

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.

- a) The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
- b) The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
- c) The State reserves the right to award multiple contracts or to award line by line contract.

**H. CONTRACTOR RESPONSIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JA</i>			

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

**I. CONTRACT CONFLICTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JA</i>			

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.


**J. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JA</i>			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location of any related equipment. All obligations of the State to make payments after the termination

date will cease and all interest of the State in any related equipment will terminate. In no event shall the Contractor be paid for a loss of anticipated profit.

**K. RIGHT TO AUDIT**


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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

**L. CONFLICT OF INTEREST**

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

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

**M. BID PREPARATION COSTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JH</i>			

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

**N. ERRORS AND OMISSIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JH</i>			

The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting contract. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. ASSIGNMENT BY THE STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JH</i>			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**P. ASSIGNMENT BY THE CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JH</i>			

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**Q. GOVERNING LAW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JH</i>			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**R. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**S. ADVERTISING**

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

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**T. NOTIFICATION**

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

During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in its bid and the buyer noted in Section II Part A., Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this ITB, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Bidder should provide in its bid the name, title, and complete address of its designee to receive notices.

- a) Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
- b) Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**U. EARLY TERMINATION**

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

The contract may be terminated as follows:

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

The State, in 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 obligations incurred under the terms of the contract. In the event of cancellation the Contractor shall be entitled to payment, for those products received and accepted by the State

- b) 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 or provision of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
  - j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this contract.

**V. BREACH BY CONTRACTOR**

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

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**W. ASSURANCES BEFORE BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Intent To Bid/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**X. ACCEPTANCE AND PAYMENT OF GOODS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

**Y. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**Z. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**AA. PAYMENT**

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). 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 provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such claims.

**BB. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. 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.

**CC. TAXES**

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


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

**DD. SEVERABILITY**

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

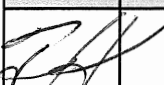
If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract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

**EE. PROPRIETARY INFORMATION**

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


Data contained in the bid and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the bid. If the Bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the Bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Invitation To Bid as proprietary.** Pricing submitted in Bidder's ITB may not be marked as proprietary information. Failure of the Bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other Bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**FF. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

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

By submission of this bid, the bidder certifies, that it is the party making the foregoing bid and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**GG. PRICES**

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Invitation to Bid is cancelled.

Prices quoted on the Invitation to Bid shall remain fixed for the first year of the contract period. Any request for a price increase subsequent to the first year must be submitted in writing to the State Purchasing Bureau a minimum

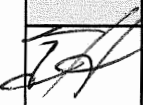


of 30 days prior to the increase. Further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any price decrease during the term of the contract. Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**HH. ETHICS IN PUBLIC CONTRACTING**


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

No Bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No Bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the contract be completed without external influence. It is not the intent of this section to prohibit Bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Invitation To Bid or the format or content of their bid.

If the Bidder is found to be in non-compliance with this section of the Invitation To Bid, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**II. INDEMNIFICATION**

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

- a) **GENERAL**  
The Contractor agrees to defend, indemnify, hold, and save 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, 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, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

b) **INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

c) **SELF-INSURANCE**

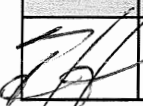
The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev.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

**JJ. ANTITRUST**

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

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.

**KK. EMPLOYEE WORK ELIGIBILITY STATUS**

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. 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:

- a) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Invitation To Bid response.

- b) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US 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.
- c) 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.

**IV. SCOPE OF WORK**

The Bidder must provide the following information in response to this Invitation To Bid.

**A. SCOPE**

It is the intent of this bid invitation to establish a contract to supply 2,400 Gallon Horizontal Tank per the attached specifications from date of award for a period of two (2) years with the option to renew for an additional two (2) two-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 2,400 Gallon Horizontal Tank and Sprayer Plumbing Kit and Sprayer Plumbing Kit whether or not they may be specifically mentioned below.

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 items proposed. 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. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the Bidder will 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.

**B. AMENDMENT**

This Contract may be amended at any time in writing upon the agreement of both parties.

**C. REVISIONS**

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

**V. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

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

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

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

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how 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 of Nebraska shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.
✓			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.
✓			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any Invitation To bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

**C. POLYPROPOLYENE TANK**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Horizontal leg tank for transport and spreading of calcium chloride and/or salt brine.
✓			2. Minimum 2,400 gallon actual capacity. State actual capacity of unit bid <u>2,400 Gallons</u>
✓		<i>enclosed</i>	3. Drawing enclosed, to be used as reference for approximate sizes, openings and tie lugs required.

✓			a) Unit will not be more than 80 inches wide.
✓			b) Unit will be maximum 125 inches long.
✓		See Bid Clarif. # 2	c) Unit will include baffles and a top manway with vented lid assembly.
✓			4. Hoop assembly to be furnished with tank.
✓			a) Hoop assemblies shall also include two steel horizontal "stiffeners" (one each side of tank) to provide necessary lateral support for the tank.
✓		see Bid Clarif. # 3	5. Material to be polypropylene with a minimum stress design of 15 pounds of material per gallon.
✓		enclosed	a) Vendor to send literature or signed statement attesting to minimum stress design of 15 pounds of material per gallon.
✓			b) Tank shall have a minimum of UV-8 protective inhibitors.  State UV protective inhibitor of unit bid <u>UV-12</u>
✓			6. Tank shall include molded in gallon markers on at least one end or side.
✓		see Bid Clarif. # 1	7. One end of tank to include one (1) 3" stainless steel double flanged bolted fitting with EDPM (ethylene propylene diene monomer [M-class] rubber) gaskets, 4" stainless steel bolts and siphon tube.
NOTES/COMMENTS:			

**D. TANK WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Manufacturer's usual warranty shall apply, and shall be in effect for at least three years from the date the equipment was placed in service.
✓			2. Bidder shall supply a copy of warranty with proposal.
NOTES/COMMENTS:			

**E. SPECIFICATION FORM**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Successful bidder will be required to complete specification form to the fullest extent possible for each unit and must accompany each unit when delivered.
✓			2. Specification forms will be supplied by Department of Roads to successful bidder after purchase order is awarded.

✓			3. If vendor does not properly complete specification form for each unit, a sum of \$250.00 per unit will be deducted from purchase order amount.
<b>NOTES/COMMENTS:</b>			

**F. SPRAYER PLUMBING KITS GENERAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. This system is all the components to plumb an already existing tank that is mounted in the rear dump box of a truck that has a Liquid Spreader Control system.
✓			2. All plumbing components used shall consist of corrosion resistant materials including reinforced polypropylene and stainless steel. Hoses shall be EPDM suction/discharge hose with thermal plastic helix and internal braiding and 100% EPDM tube.
✓			3. Maximum use of polypropylene "flanged" fittings shall be utilized to allow for quick and easy maintenance of the plumbing system. A 3" polypropylene Drain-Fill valve shall be located at the rear of the unit for easy access and shall include a 3" male adaptor and cap for quick hose hook-up. A 2" turbine flow <b>meter</b> shall be included in plumbing to connect to existing control systems (Example: Raven RFM 100).
✓			4. Pump shall be a minimum 2" x 1 1/2" cast iron centrifugal pump with integral hydraulic drive motor. Pump shall provide a maximum flow rate of 200 GPM or more and will also provide 120 GPM at 40PSI (at 10 GPM hydraulic oil flow rate at 1800 PSI) (Example ACE FMC-200-HYD-304 with Valox impeller and Viton carbon/ceramic seal).
✓			5. Twelve Volt Valve Assembly shall be of the "stackable" style and include three (3) 1" Full Port Valves constructed of polypropylene with stainless balls, stems & hardware. Valve Assembly inlet shall be 2 inch minimum. Each valve shall include a high torque motor with auto reset circuit breaker and DPDT (double pole double throw) relay inside a waterproof polypropylene NEMA (National Electrical Manufacturers Association) 4X or 6P rated housing with valve position indicator. Stainless 316 ball shall be a trunnion design, supported on the top and bottom by bearings to accurately position the ball and assure long valve life. Valve assembly shall be rated to 150 PSI working pressure. Valve Assembly mounting bracket shall be provided. (Example Tee Jet/Spraying Systems 493BEC-C)
✓			6. Boom shall be minimum 1-1/4 inch stainless steel 3 lane type. Center inlet shall be a machine coped coupling welded to the boom. Center section shall be welded closed at each end. Left and right sides of the boom will be machined stainless cross to slip over right and left ends of boom. Threaded fittings for the body of the boom are not acceptable. Nozzle connections on the center section to be a minimum of 19 stainless steel half-couplings welded to the bottom of the boom. Boom will be built in a jig set with proper pre-blend to prevent warping after welding.

✓	<i>see Bid Clarif. # 5</i>	<p>7. Boom system shall include 1-1/4 inch stainless steel boom securely mounted to the rear of the spray system with two stainless steel clamp. Boom shall be adjustable from 1 foot 2 inch to 2 foot 6 inch above the pavement. The center-lane section of the boom shall include a 3-way manual valve to allow the operator to direct liquid flow to either two stainless steel flooding nozzles (Example Spraying systems SS QCKSS150) for anti-icing, or to 19 stainless steel solid stream nozzles for de-icing. Left and right lane nozzles shall include two stainless steel "offset" nozzles (SSOCS300) with brass bodies and caps for effective coverage of the entire left and right lanes (two nozzles each end of the boom). Couplings Kit allows for side to side adjustment of flooding nozzles. Each boom lane section (left, right, center) will be supplied through an adjustable check valve (5-15 psi) to avoid liquid in the hose from "dribbling out" when application is not desired. All nozzles will be "balanced" to ensure the anti-icing/de-icing liquid is distributed equally to all lanes being sprayed. (Other similar nozzle combinations are to be available and will be changed out to meet user's need with no re-stock fee).</p>
✓		<p>8. Vendor shall demonstrate one complete system if requested at NDOR location. Installation manual shall include AutoCAD plumbing schematics, digital photos of completed plumbing system, parts listing &amp; other instructions.</p>
<p>NOTES/COMMENTS:</p>		

**G. SPRAYER PLUMBING KITS PARTS LIST**

YES	NO	NO & PROVIDE ALTERNATIVE																																																	
			<p>1. The system shall include the following components at a minimum:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Qty</th> <th style="width: 90%;">Description</th> </tr> </thead> <tbody> <tr><td>1</td><td>2" Hydraulic Centrifugal pump – as specified</td></tr> <tr><td>1</td><td>12 Volt 3 – valve manifold – as specified</td></tr> <tr><td>1</td><td>2" Turbine Polypropylene Flow Meter – Example Raven RFM 100</td></tr> <tr><td>1</td><td>2" Full port flanged Polypropylene Strainer w/50 mesh screen</td></tr> <tr><td>1</td><td>1 1/4" Stainless Steel Boom – as specified</td></tr> <tr><td>19</td><td>Stainless Steel Solid Stream Nozzles</td></tr> <tr><td>4</td><td>Stainless Steel offset nozzles (Boom-less type, SSOCS300 w/ brass bodies, and caps</td></tr> <tr><td>2</td><td>Stainless Steel floodjet nozzles</td></tr> <tr><td>3</td><td>1 1/4" PVC Adjustable Pressure Check Valves</td></tr> <tr><td>24 ft</td><td>1 1/4" EPDM Suction / Discharge Hose</td></tr> <tr><td>8 ft</td><td>2" EPDM Suction / Discharge Hose</td></tr> <tr><td>1</td><td>1 1/2" Stainless Street Elbow</td></tr> <tr><td>4</td><td>1/4" Stainless Street Elbow</td></tr> <tr><td>2</td><td>1/4" Stainless Tee</td></tr> <tr><td>1</td><td>2" Full Port Flange x Flange Ball Valve</td></tr> <tr><td>1</td><td>3" Full Port Flange x Flange Ball Valve</td></tr> <tr><td>1</td><td>1 1/4" three Way Bottom Load Ball Valve</td></tr> <tr><td>1</td><td>2" Flanged Polypropylene Plug</td></tr> <tr><td>1</td><td>2" by 2" Full Port Flanged Coupling</td></tr> <tr><td>1</td><td>2" Full Port Flanged Coupling</td></tr> <tr><td>1</td><td>3" Flanged Elbow</td></tr> <tr><td>1</td><td>3" Flanged Tee</td></tr> <tr><td>1</td><td>3" by 2" Full Port Flanged Reducer</td></tr> </tbody> </table>	Qty	Description	1	2" Hydraulic Centrifugal pump – as specified	1	12 Volt 3 – valve manifold – as specified	1	2" Turbine Polypropylene Flow Meter – Example Raven RFM 100	1	2" Full port flanged Polypropylene Strainer w/50 mesh screen	1	1 1/4" Stainless Steel Boom – as specified	19	Stainless Steel Solid Stream Nozzles	4	Stainless Steel offset nozzles (Boom-less type, SSOCS300 w/ brass bodies, and caps	2	Stainless Steel floodjet nozzles	3	1 1/4" PVC Adjustable Pressure Check Valves	24 ft	1 1/4" EPDM Suction / Discharge Hose	8 ft	2" EPDM Suction / Discharge Hose	1	1 1/2" Stainless Street Elbow	4	1/4" Stainless Street Elbow	2	1/4" Stainless Tee	1	2" Full Port Flange x Flange Ball Valve	1	3" Full Port Flange x Flange Ball Valve	1	1 1/4" three Way Bottom Load Ball Valve	1	2" Flanged Polypropylene Plug	1	2" by 2" Full Port Flanged Coupling	1	2" Full Port Flanged Coupling	1	3" Flanged Elbow	1	3" Flanged Tee	1	3" by 2" Full Port Flanged Reducer
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✓			<table border="1"> <tr><td>1</td><td>2" Flange x 2" Hose Barb</td></tr> <tr><td>2</td><td>2" Full Port Flange x 2" hose barb</td></tr> <tr><td>3</td><td>1" Flange x 1 1/4" Hose barb Elbow</td></tr> <tr><td>1</td><td>2: Full Port Flange x 2" Hose Barb Elbow</td></tr> <tr><td>2</td><td>2" Flange x 1 1/2" MPT Adaptor</td></tr> <tr><td>1</td><td>2" Full Port Flange x 1 1/2" MPT Adaptor</td></tr> <tr><td>1</td><td>2" Full Port Flange x 2" MPT Adaptor</td></tr> <tr><td>1</td><td>3" Flange x 3" MPT Adaptor</td></tr> <tr><td>1</td><td>3" Flange x Male Cam-Lock Adaptor</td></tr> <tr><td>2</td><td>1" MPT x 1 1/4" Polypropylene Hose Barb</td></tr> <tr><td>2</td><td>1 1/4" MPT x 1 1/4" Hose Barb</td></tr> <tr><td>2</td><td>3/4" Polypropylene Cam-Lock Coupler</td></tr> <tr><td>3</td><td>1 1/4" Hose Barb x Female Cam-Lock Coupler</td></tr> <tr><td>3</td><td>1 1/4" MPT x Male Cam-Lock Adaptor</td></tr> <tr><td>1</td><td>3" Cam-Lock Dust Cap</td></tr> <tr><td>3</td><td>1 1/4" x close polypropylene nipple</td></tr> <tr><td>4</td><td>1 1/4" x 3/4" polypropylene bushing</td></tr> <tr><td>2</td><td>1" x 3/4" polypropylene bushing</td></tr> <tr><td>1</td><td>1 1/4" polypropylene Tee</td></tr> <tr><td>3</td><td>1/4" polypropylene street elbow</td></tr> <tr><td>4</td><td>3/4" polypropylene street elbow</td></tr> <tr><td>2</td><td>1 1/4" 316 stainless steel u-bolt cushion clamp</td></tr> </table>	1	2" Flange x 2" Hose Barb	2	2" Full Port Flange x 2" hose barb	3	1" Flange x 1 1/4" Hose barb Elbow	1	2: Full Port Flange x 2" Hose Barb Elbow	2	2" Flange x 1 1/2" MPT Adaptor	1	2" Full Port Flange x 1 1/2" MPT Adaptor	1	2" Full Port Flange x 2" MPT Adaptor	1	3" Flange x 3" MPT Adaptor	1	3" Flange x Male Cam-Lock Adaptor	2	1" MPT x 1 1/4" Polypropylene Hose Barb	2	1 1/4" MPT x 1 1/4" Hose Barb	2	3/4" Polypropylene Cam-Lock Coupler	3	1 1/4" Hose Barb x Female Cam-Lock Coupler	3	1 1/4" MPT x Male Cam-Lock Adaptor	1	3" Cam-Lock Dust Cap	3	1 1/4" x close polypropylene nipple	4	1 1/4" x 3/4" polypropylene bushing	2	1" x 3/4" polypropylene bushing	1	1 1/4" polypropylene Tee	3	1/4" polypropylene street elbow	4	3/4" polypropylene street elbow	2	1 1/4" 316 stainless steel u-bolt cushion clamp
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✓		<i>complete listing enclosed</i>	<p>2. List any other parts included in the kit referenced in the bid response. Or attach a full list of parts to the bid response.</p> <table border="1"> <thead> <tr> <th></th> <th>Qty</th> <th>Description</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> <tr><td>6.</td><td></td><td></td></tr> <tr><td>7.</td><td></td><td></td></tr> <tr><td>8.</td><td></td><td></td></tr> </tbody> </table>		Qty	Description	1.			2.			3.			4.			5.			6.			7.			8.																			
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NOTES/COMMENTS:																																															

**H. SPRAYER PLUMBING KIT MANUALS**

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

I. SPRAYER PLUMBING KIT MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The bidders shall submit a list of any special tools they shall furnish with each sprayer plumbing kit with their proposal.
✓			2. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
✓			3. Color – Manufacturer's Standard Color. State color of unit bid <u>Tank is offwhite</u> <u>Hoops are black</u>
NOTES/COMMENTS:			<u>pump is green (Ace pump)</u> <u>Fittings &amp; Valves are black</u> <u>(Benjo)</u>

J. SPRAYER PLUMBING KIT COMPONENTS WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Manufacturer's usual warranty shall apply, and shall be in effect for at least one year from the date the equipment was placed in service.
✓			2. Vendor shall be responsible for all repairs to include parts and labor during the 12 month usual warranty period.
✓			3. All transportation cost to and from the nearest authorized repair facility will be the responsibility of Nebraska Department of Roads.
NOTES/COMMENTS:			

K. SPECIFICATION FORM for SPRAYER PLUMBING KIT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Successful bidder shall be required to complete a form to the fullest extent possible for each unit and must accompany each unit when delivered.
✓			2. Forms shall be supplied by Department of Roads to successful bidder after purchase order is awarded.
NOTES/COMMENTS:			

L. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
✓			2. Estimated annual usage for is five (5) polypropylene tanks and two (2) sprayer plumbing kits.
NOTES/COMMENTS:			

M. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The vendor shall, upon request by the State of Nebraska, provide an annual usage report of this contract by state agencies. Information will include agency name, item, and dollar amount. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.
NOTES/COMMENTS:			

N. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Delivery desired within ninety (90) days after receipt of order(s).
✓			2. At the time of delivery, a designated State of Nebraska 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:			

**O. DELIVERY LOCATIONS/INSTRUCTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. 5001 S 14 <sup>th</sup> Street Lincoln, NE
NOTES/COMMENTS:			

**P. ORDERS**

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

**Q. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. 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. 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:			

**R. PRICES**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Price quoted shall be unit price and shall be firm for one (1) year from date of an award and are to be net, including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any requests for increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as

✓			<p>manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**S. AUTHORIZED DEALER & WARRANTY**

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

**T. SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**U. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	<p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p>
<del>   </del> JH	✓		<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p>

			<p>a) The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b) If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US 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.</p> <p>c) The Bidder 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.</p>
			2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			3. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State <b>is provided</b> within bid submission documents.
✓			4. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State <b>will be provided</b> in a timely manner upon request prior to award.
<p>NOTES/COMMENTS: <i>Duttmeier Sales is an Limited Liability Corp (LLC)</i></p>			

**Form A  
Bidder Contact Sheet  
Invitation To Bid Number 5416OF**

Form A should be completed and submitted with each response to this Invitation to Bid. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	DU Hmeier Saks LLC
Bidder Address:	13808 Industrial Rd OMaha, NE 68137
Contact Person & Title:	Tom Hansen, Deice Division Mgr
E-mail Address:	thansen@duHmeier.com
Telephone Number (Office):	402-333-444, X 5536
Telephone Number (Cellular):	402-630-8756
Fax Number:	402-333-5546

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	DU Hmeier Saks LLC
Bidder Address:	13808 Industrial Rd OMaha, NE 68137
Contact Person & Title:	Tom Hansen, Deice Division Mgr
E-mail Address:	thansen@duHmeier.com
Telephone Number (Office):	402-333-444, X 5536
Telephone Number (Cellular):	402-630-8756
Fax Number:	402-333-5546

### Bid Clarifications for ITB # 5416 OF

1. Unit Price bid is based on delivery of ONE tank at a time. If 4 Tanks are delivered at time, Unit Price would be reduced to \$4,290 Each.
2. Baffles are “depressions” that are molded into each side of tank; they are not a separate internal baffle that runs across the tank. Please see enclosed tank drawing.
3. Tank material is high density polyethylene and is rated for 15 lbs/gallon liquids.
4. 3” stainless fitting is double thread (FNPT inside and outside); bolted onto tank with stainless flange weldment with ½ “ stainless bolts and washers. Gasket is XLPE Foam (cross linked polyethylene) which is fully compatible with salt brine, calcium chloride, mag chloride, etc. Siphon tube will be installed inside tank fitting. Please see enclosed fitting drawing (siphon tube not shown on drawing).
5. Stainless Boom System includes all items specified and is designed to spray at heights from 1’2” to 2’6” above pavement, but does not include mounting brackets to attach the boom system to the tank skid. Sprayer Plumbing Kit ships unassembled (Stainless Boom is pre-welded in our shop). Maintenance personnel at each shop would assemble the various included pipe fittings, valves and nozzles to the boom (and tank) and then secure the boom to the tank skid with their own adjustable brackets. Please see enclosed drawing of stainless boom with nozzles & pipe fittings on it.





**Den Hartog**  
INDUSTRIES, INC.

"Always at Your Service"

---

Dultmeier Sales  
13808 Industrial Road  
Omaha, NE 68137  
ATTN: Thomas Hansen

September 10, 2016

**RE: DU2400H (2400 Gallon Tanks)**

Dear Thomas,

The tank referenced is rated for 15 gal/fluids when properly installed with hoops.  
We cannot render an opinion on what the tank is mounted to.

We use UV-12 for all of our tanks.

If you have questions or require any additional information, please feel free to contact us at  
1-800-342-3408.

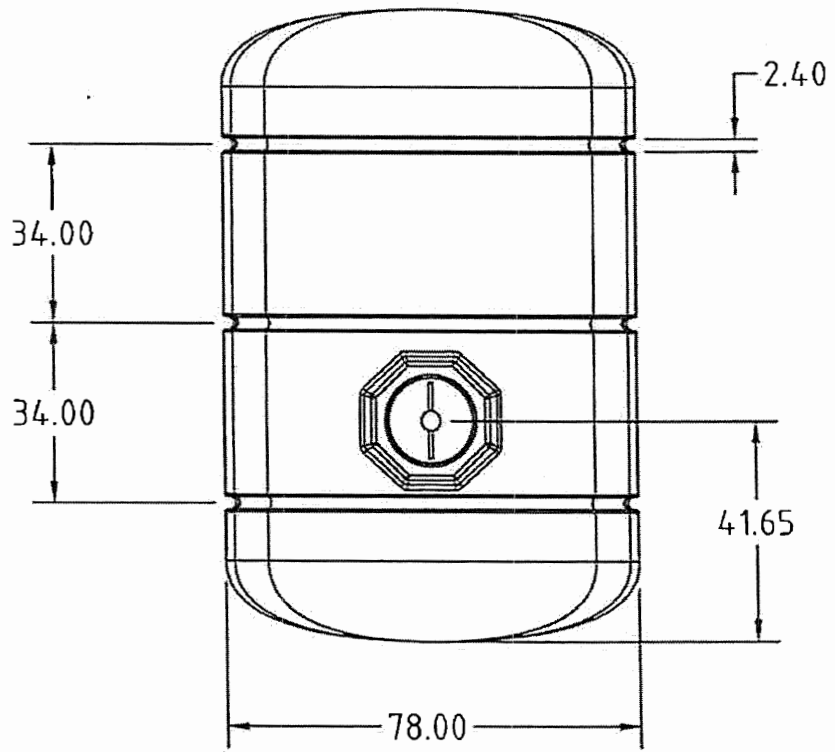
Thank you Thomas,

Ryan Haack  
Sales & Customer Service Manager  
[ryanh@denhartogindustries.com](mailto:ryanh@denhartogindustries.com)

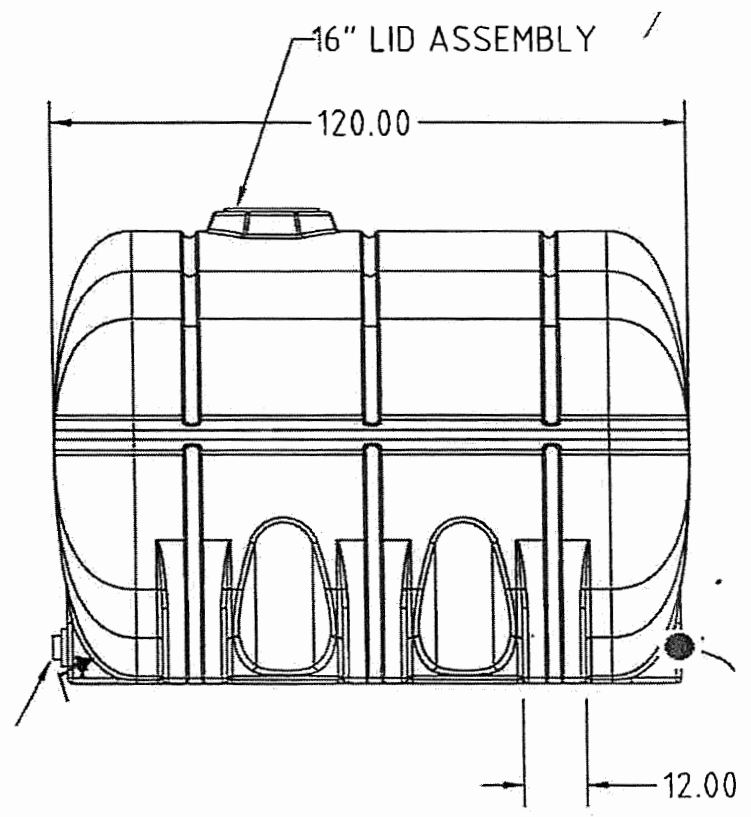
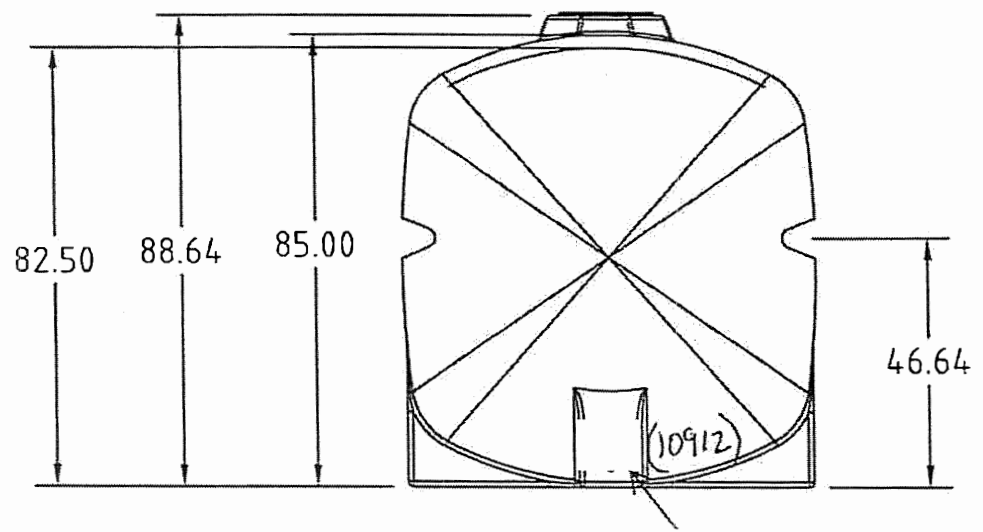
CC: CSR- Todd Merley

Rotational Molding- Injection Molding – Blow Molding – Sowjoy  
4010 Hospers Drive South.P.O. Box 425  
Hospers, IA 51238-0425  
Ph: 712-752-8432 Fax: 712-752-8222  
1-800-342-3408  
[www.denhartogindustries.com](http://www.denhartogindustries.com)

Rev -



*Hoops are not shown  
but included with  
Tank*

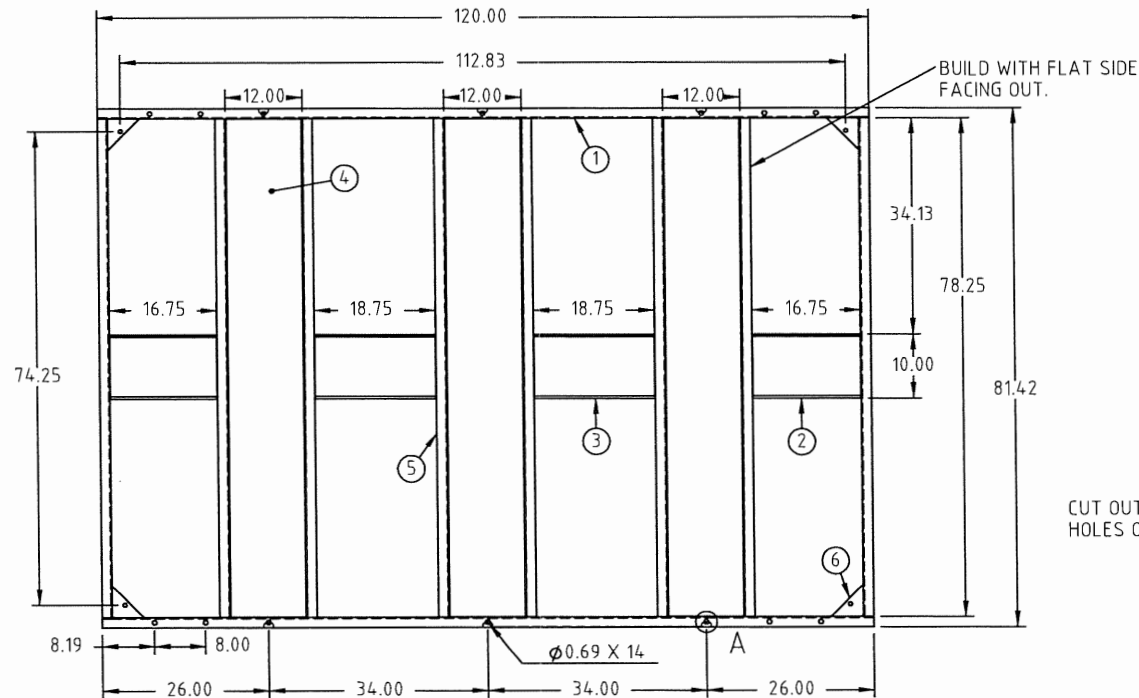


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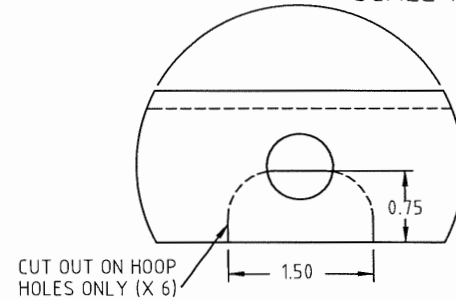
KEY	PART NUMBER	DESCRIPTION	QTY.
1	DU2400H-SK-1	SIDE CHANNEL	2
2	DU2400H-SK-2	FORMED SUPPORT-SHORT	2
3	DU2400H-SK-3	FORMED SUPPORT-LONG	2
4	DU2400H-SK-4	LEG SUPPORT	3
5	DU2400H-SK-5	SUPPORT CHANNEL	8
6	12411	5" X 5" GUSSET	4

DU2400H-SK

A



DETAIL A  
SCALE 1 : 2



				DRAWN / DATE DHJ 10/20/04	MATERIAL
A	Print redrawn to show correct materials and dimensions. Drawing template updated	ADH 4/30/10	2025	APPRD. / DATE ADH 4/30/10	
REV	DESCRIPTION	BY / DATE	CCN		
ALL DIMENSIONS ARE IN DECIMAL INCHES TOLERANCES UNLESS OTHERWISE SPECIFIED		THIRD ANGLE PROJECTION ANSI 14.5M		SHOT WEIGHT:	NOTES:
POLYETHYLENE ±1% @ 68° F		METAL DECIMAL ± .125" FRACTION ± 1/4" ANGLE ± 1°		SHIPPING WEIGHT: 673.00 LBS	
		FINISH: POWDER COATING, BLACK TILE, 40012			

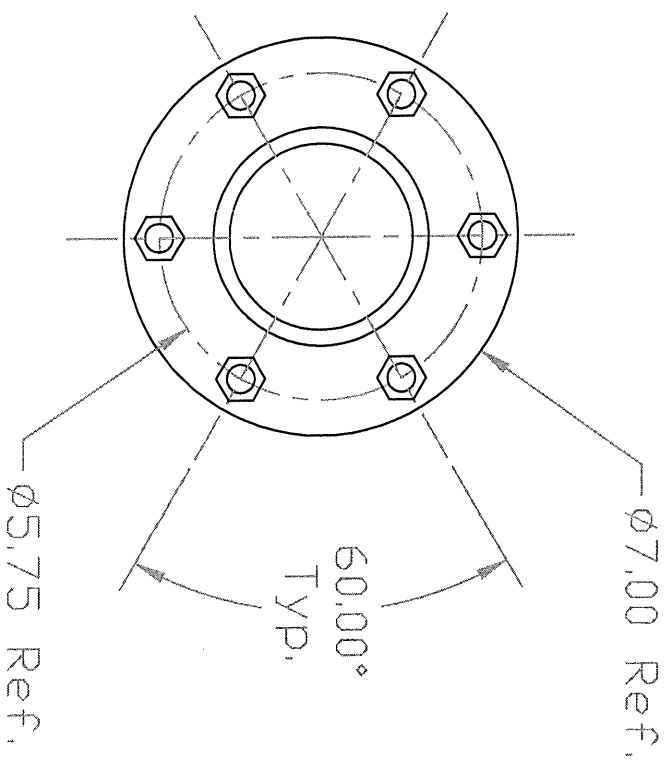
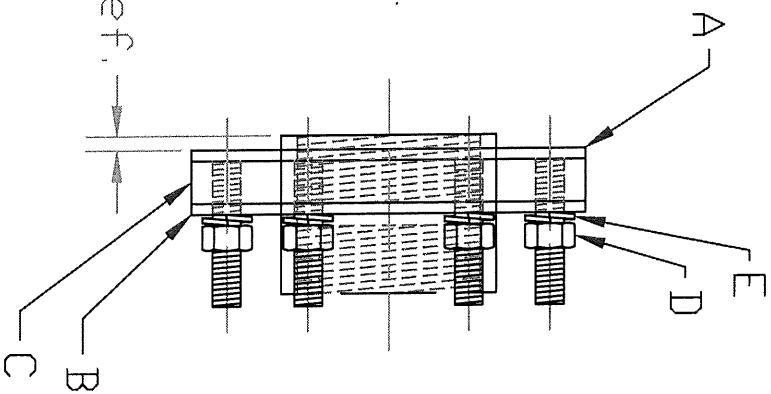


**Den Hartog**  
INDUSTRIES, INC.

Acryl-Mod Injection Molding Blow Molding Sawtooth

4010 HOSPERS DRIVE S. BOX 425, HOSPERS, IOWA 51238-0425

DESCRIPTION DULTMEIER 2400 GALLON TANK SKID	
SCALE N.S.	PART NO. DU2400H-SK



## 3" FULL COUPLING (FNPT x FNPT) Type 316SS

QTY	DESCRIPTION
1	Flange Weldment P/N 0630-040S4
1	Backing Plate P/N 0630-040S3
1	XLPE Foam Gasket P/N 0630-040S5
6	1/2"-13 UNC Nut
6	1/2" - Lock Washer

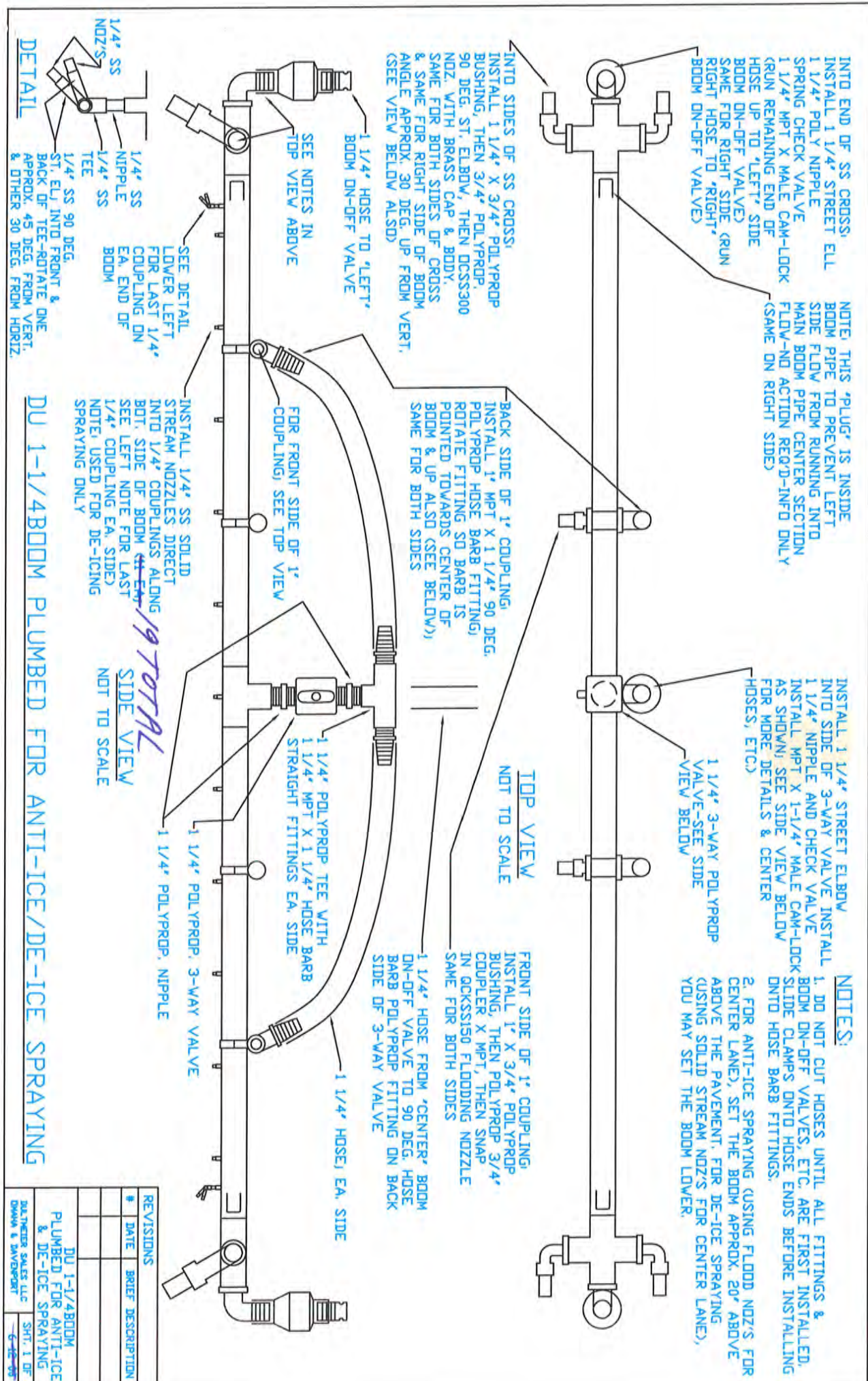
APPROVED BY:		Rhino Tank F 200 American Windsor, CA (877) 655-7
DRAWN BY:	KYLE SMITH	
DATE:	09/04/02	TITLE: 3' FULL COUPLING (FNPT
TOLERANCES UNLESS OTHERWISE SPECIFIED ± .005		DWG # 0630-040
DO NOT SCALE DRAWING		SHEET: 1 of 5

Parts Listing for Sprayer Plumbing Kit (DU1A048N)

Component ID	Description	Qty Needed	Edited	Qty Per Assembly	UOM
TKFC200	2 IN Flange Clamp	0	<input type="checkbox"/>	4	EA
SSOCSS300	3/4 Stainless Teejet	0	<input type="checkbox"/>	4	EA
TKM100G	1 IN Epdm Flange Gasket w/Rib	0	<input type="checkbox"/>	4	EA
CT7SE14	1/4 304SS 90 Street El, 150Lb	0	<input type="checkbox"/>	4	EA
ACFMC200FHVD304	Ace Hydraulic Pump/300X220 Flange	0	<input type="checkbox"/>	1	EA
TKM702J	90 Elbow 3 IN Flange X 2 IN Hb	0	<input type="checkbox"/>	1	EA
KA390SD-1-1/4	Epdm Suct/Discharge Hose - Black	0	<input type="checkbox"/>	24	FT
SSH1/4USS0040	Ss Veejet Nozzle, Solid	0	<input type="checkbox"/>	19	EA
TK901-1-1/4X3/4	1-1/4X3/4 Polypro Bushng	0	<input type="checkbox"/>	4	EA
TKM700F	3 IN Flange X 3 IN Mpt Adaptor	0	<input type="checkbox"/>	1	EA
FC300G	3 IN Epdm Gasket	0	<input type="checkbox"/>	6	EA
DU1A062K	Coupler Kit For 1-1/4Boom 1-Pair	0	<input type="checkbox"/>	1	PR
RVRFM100	2Inch Poly Flow Meter-2 IN FP Flange	0	<input type="checkbox"/>	1	EA
TKM702C	90 Elbo 1 IN Flng X 1-1-4Hb	0	<input type="checkbox"/>	3	EA
TKPHB125	1-1/4Mptx1-1/4Hb Poly Fitting	0	<input type="checkbox"/>	2	EA
TKMLS222-50	2 IN Fullprt Flngd Y Stmr/50M	0	<input type="checkbox"/>	1	EA
TKFC100	1 IN Flange Clamp	0	<input type="checkbox"/>	4	EA
TKFC220	2 IN Fp Flange Clamp	0	<input type="checkbox"/>	16	EA
CT7TT14	1/4 304SS Tee, 150Lb	0	<input type="checkbox"/>	2	EA
TKM300A	3 IN Male Adaptor X Fp Flange	0	<input type="checkbox"/>	1	EA
TKM701G	Hose Barb 2 Flange X 2 Hb	0	<input type="checkbox"/>	1	EA
TKM700C	2 IN Flange X 1-1/2Mpt Adptr	0	<input type="checkbox"/>	1	EA
TK908-3/4	3/4 90 Polypro St El	0	<input type="checkbox"/>	4	EA
TKM220CPG	2 IN Full Port Flange Cplg	0	<input type="checkbox"/>	1	EA
TKM300TEE	3 IN Flanged Tee	0	<input type="checkbox"/>	1	EA

*Also see next page*

Component ID	Description	Qty Needed	Edited	Qty Per Assembly	UOM
TKFC220	2 IN Fp Flange Clamp	0	<input type="checkbox"/>	16	EA
CT7TT14	1/4 304SS Tee, 150Lb	0	<input type="checkbox"/>	2	EA
TKM300A	3 IN Male Adaptor X Fp Flange	0	<input type="checkbox"/>	1	EA
TKM701G	Hose Barb 2 Fnge X 2 Hb	0	<input type="checkbox"/>	1	EA
TKM700C	2 IN Finge X 1-1/2Mpt Adptr	0	<input type="checkbox"/>	1	EA
TK908-3/4	3/4 90 Polypro St El	0	<input type="checkbox"/>	4	EA
TKM220CPG	2 IN Full Port Flange Cplg	0	<input type="checkbox"/>	1	EA
TKM300TEE	3 IN Flanged Tee	0	<input type="checkbox"/>	1	EA
TKM701I	2 IN Fp Flange X 2 IN Hb	0	<input type="checkbox"/>	2	EA
DU1-1/4BOOM	1-1/4 SSBूम, Anti-Ice/L Noz FTS/L	0	<input type="checkbox"/>	1	EA
TKP075B	3/4 Poly Coupler W/Guide Lck	0	<input type="checkbox"/>	2	EA
TKPEL10114	1Mptx1-1/4Hb Poly Elbow	0	<input type="checkbox"/>	2	EA
TKTC162	1-1/4 T Bolt Clamp, 1.63 To 1.88 IN	0	<input type="checkbox"/>	10	EA
TKMV220CF	2 IN Fp Valve/Fngd X Fngd	0	<input type="checkbox"/>	1	EA
TKM200PLG	2 IN Flange Plug	0	<input type="checkbox"/>	1	EA
TKM221G	2 IN Epdm Flange Gasket/2"FP w/Rib	0	<input type="checkbox"/>	16	EA
TKM300220CPG	3 IN X 2 IN Fp Flanged Reducer	0	<input type="checkbox"/>	1	EA
JK1205-125	1-1/4 IN Pvc Adj Checkvalve	0	<input type="checkbox"/>	3	EA
TKP300CAP	3 IN Dust Cap	0	<input type="checkbox"/>	1	EA
TKM702I	90 Elbow 2 IN Fp Fng X 2 IN Hb	0	<input type="checkbox"/>	2	EA
TKMV300	3 IN Polyprop Valve, Flange X Flange	0	<input type="checkbox"/>	1	EA
TK906-1-1/4	1-1/4 Polypro Tee	0	<input type="checkbox"/>	1	EA
CT304-1/4XCL	1/4Xclose 304Ss Nipple, Sch40	0	<input type="checkbox"/>	2	EA
SS493BEC-C	12V Three Valve Manifold/2 IN Sp Fl	0	<input type="checkbox"/>	1	EA
TKM220200CPG	Flanged Reducer 2 IN Fpx2 IN	0	<input type="checkbox"/>	1	EA
TKP125C	1 IN Poly Coupler X 1-1/4 Hb	0	<input type="checkbox"/>	3	EA
GDN645-2	Epdm Suct/Discharge Hose	0	<input type="checkbox"/>	8	FT
TKP125F	1 IN Poly Adaptor X 1-1/4Mpt	0	<input type="checkbox"/>	3	EA
TKV125BL	1-1/4 IN 3Way Valve/Bottom	0	<input type="checkbox"/>	1	EA
TKM300CPG90	3X3 Flange 90 Elbow	0	<input type="checkbox"/>	1	EA
TKM301G	3 IN Flange Gasket/Epdm w/Rib	0	<input type="checkbox"/>	4	EA
TK901-1X3/4	1X3/4 Polypro Bushing	0	<input type="checkbox"/>	2	EA
SSCP3819	3/4 Brass Cap	0	<input type="checkbox"/>	4	EA
TK908-1-1/4	1-1/4 90 Polypro St El	0	<input type="checkbox"/>	3	EA
TKFC300	3 IN Flange Clamp	0	<input type="checkbox"/>	6	EA
SSCP3818	3/4Tt Brass Body/Mpt	0	<input type="checkbox"/>	4	EA
SSQCKSS150	Brown Floodjet Nozzle	0	<input type="checkbox"/>	2	EA
TK900-1-1/4XCL	1-1/4Xcl Polypro Nipple	0	<input type="checkbox"/>	3	EA
ZSUB1-1/4PA6	1-1/4 IN 316Ss U-Bolt Clamp W/Cus	0	<input type="checkbox"/>	2	EA



INTD END OF SS CROSS,  
 INSTALL 1 1/4" STREET ELL  
 1 1/4" PLY NIPPLE  
 SPRING CHECK VALVE  
 1 1/4" MPT X MALE CAM-LOCK  
 CRUN REMAINING END OF  
 HOSE UP TO 'LEFT' SIDE  
 BOOM DN-OFF VALVE)  
 SAME FOR RIGHT SIDE (RUN  
 RIGHT HOSE TO 'RIGHT'  
 BOOM DN-OFF VALVE)

NOTE: THIS 'PLUG' IS INSIDE  
 BOOM PIPE TO PREVENT LEFT  
 SIDE FLOW FROM RUNNING INTO  
 MAIN BOOM PIPE CENTER SECTION  
 FLOW-NO ACTION REQ'D-INTD ONLY  
 (SAME ON RIGHT SIDE)

INTD SIDES OF SS CROSS!  
 INSTALL 1 1/4" X 3/4" POLYPROP  
 BUSHING, THEN 3/4" POLYPROP  
 90 DEG. ST. ELBOW, THEN DCSS300  
 NOZ. WITH BRASS CAP & BODY.  
 SAME FOR BOTH SIDES OF CROSS  
 & SAME FOR RIGHT SIDE OF BOOM  
 ANGLE APPROX. 30 DEG. UP FROM VERT.  
 (SEE VIEW BELOW ALSO)

BACK SIDE OF 1" COUPLING,  
 INSTALL 1" MPT X 1 1/4" 90 DEG.  
 POLYPROP HOSE BARB FITTING,  
 ROTATE FITTING SO BARB IS  
 POINTED TOWARDS CENTER OF  
 BOOM & UP ALSO (SEE BELOW)  
 SAME FOR BOTH SIDES

INSTALL 1 1/4" STREET ELBOW  
 INTO SIDE OF 3-WAY VALVE  
 1 1/4" NIPPLE AND CHECK VALVE  
 INSTALL MPT X 1-1/4" MALE CAM-LOCK  
 AS SHOWN; SEE SIDE VIEW BELOW  
 FOR MORE DETAILS & CENTER  
 HOSES, ETC)

NOTES:  
 1. DO NOT CUT HOSES UNTIL ALL FITTINGS &  
 BOOM DN-OFF VALVES, ETC. ARE FIRST INSTALLED.  
 SLIDE CLAMPS ONTO HOSE ENDS BEFORE INSTALLING  
 ONTO HOSE BARB FITTINGS.  
 2. FOR ANTI-ICE SPRAYING (USING FLODD NOZ'S FOR  
 CENTER LANE), SET THE BOOM APPROX. 20" ABOVE  
 ABOVE THE PAVEMENT. FOR DE-ICE SPRAYING  
 (USING SOLID STREAM NOZ'S FOR CENTER LANE),  
 YOU MAY SET THE BOOM LOWER.

TOP VIEW  
 NOT TO SCALE

FRONT SIDE OF 1" COUPLING,  
 INSTALL 1" X 3/4" POLYPROP  
 BUSHING, THEN POLYPROP 3/4"  
 COUPLER X MPT, THEN SNAP  
 IN QCKSISO FLOODING NOZZLE  
 SAME FOR BOTH SIDES  
 1 1/4" HOSE FROM 'CENTER' BOOM  
 DN-OFF VALVE TO 90 DEG. HOSE  
 BARB POLYPROP FITTING ON BACK  
 SIDE OF 3-WAY VALVE

1 1/4" HOSE TO 'LEFT'  
 BOOM DN-OFF VALVE  
 SEE NOTES IN  
 TOP VIEW ABOVE  
 SEE DETAIL  
 LOWER LEFT  
 FOR LAST 1/4"  
 COUPLING ON  
 EA. END OF  
 BOOM  
 1 1/4" SS 90 DEG.  
 ST. EL. INTD FRONT &  
 BACK OF TEE-ROTATE ONE  
 APPROX. 45 DEG. FROM VERT.  
 & OTHER 30 DEG. FROM HORIZ.

INSTALL 1/4" SS SOLID  
 STREAM NOZZLES DIRECT  
 INTO 1/4" COUPLINGS ALONG  
 BOT. SIDE OF BOOM  
 SEE LEFT NOTE FOR LAST  
 1/4" COUPLING EA. SIDE  
 NOTE: USED FOR DE-ICING  
 SPRAYING ONLY

DU 1-1/4 BOOM PLUMBED FOR ANTI-ICE/DE-ICE SPRAYING

REVISIONS	
#	BRIEF DESCRIPTION

DU 1-1/4 BOOM  
 PLUMBED FOR ANTI-ICE  
 & DE-ICE SPRAYING

BALTHAZAR SALES LLC  
 DWAN & SAUNDERS  
 SHT. 1 OF 1  
 6-16-08

9-15-16



**Den Hartog**  
INDUSTRIES, INC

"Always at Your Service"

## **LIMITED WARRANTY CUSTOM MOLDED PRODUCTS**

### **1. Extent and Duration of this Warranty:**

Your Den Hartog Custom Molded Product is warranted to be free from defects in materials and workmanship under normal use and service for one year after date of purchase by the original owner when properly installed, used and maintained.

Any Den Hartog Custom Molded Product found to be defective in materials or workmanship will be dealt with under the repair and replacement procedure described in this policy.

THIS WARRANTY DOES NOT APPLY TO ANY COMPONENT PARTS OR ACCESSORIES USED WITH THE PRODUCT THAT ARE NOT MANUFACTURED BY DEN HARTOG INDUSTRIES, INC.

### **2. Manufacturer and Warrantor:**

Den Hartog Industries, Inc.  
4010 Hospers Drive South  
P.O. Box 425  
Hospers, IA 51238-0425  
(712) 752-8432

### **3. Repair or Replacement Procedure:**

If your Den Hartog Custom Molded Product develops a defect during the warranty period, promptly notify our customer service department. Until such notice is received, warrantor will not be responsible for any repair, replacement, or partial refund. Notice received more than sixty (60) days after the warranty period will not be valid and the warranty will not apply.

Upon receipt of timely notice from you, and proof of defect, warrantor will have a choice of options at its sole discretion:

- a) Warrantor may require you at your own expense to deliver or ship the product to its factory or authorized dealer. Any defective, warranted product will be repaired or replaced and returned to you or your authorized dealer free of charge. Any part returned to warrantor, and found not to be defective, will be returned to you freight collect with explanation.
- b) Warrantor may ship a new product to its dealer to be exchanged free of charge for the defective product returned by you.
- c) Warrantor may ship or deliver a replacement product to you at your address.
- d) Warrantor may refund the product's pro-rated value based on normal life span upon return of the product to it or its authorized dealer.
- e) Warrantor may choose another, reasonable procedure to compensate the purchaser.

Rotational Molding- Injection Molding – Blow Molding – Sowjoy  
4010 Hospers Drive South.P.O. Box 425  
Hospers, IA 51238-0425  
Ph: 712-752-8432 Fax: 712-752-8222  
1-800-342-3408  
[www.denhartogindustries.com](http://www.denhartogindustries.com)



#### **4. Limitations on Warranty Coverage:**

Coverage under this warranty will be effective only when a copy of the original invoice, showing date and location of purchase, accompanies any claim for warranty.

Warrantor has no liability whatsoever and this warranty is null and void if any Den Hartog product has been misassembled or subjected to neglect, negligence, misuse, accident or used in any way contrary to use and maintenance instructions.

This warranty does not cover any product that has been altered or modified so as to affect the product's use of the product.

In addition, the warranty does not extend to repairs made necessary by abnormal use, damage, unreasonable use including failure to provide reasonable and necessary maintenance, or by use of parts, accessories or other equipment, which are incompatible with Den Hartog products or affect the product's operation, performance or durability.

Warrantor has a policy of continuous product improvement. We reserve the right to change or improve design of any Den Hartog product, including but not limited to state of the art changes, without assuming any obligation to modify any product previously manufactured.

#### **5. Implied Warranties Excluded:**

All implied warranties are expressly excluded.

#### **6. Limitation of Consequential Damages:**

Warrantor's responsibility under this warranty extends solely to repair or replacement of your Den Hartog custom molded product and its component parts. Warrantor does not assume responsibility for, nor shall it be liable for, any special, incidental or consequential damages. Specifically, warrantor assumes no responsibility to the owner for loss of use of the product, loss of time, inconvenience, or other damage consequential or otherwise, including, but not limited to loss of revenue or earnings; expense of transporting the product; travel time; telephone, fax, overnight delivery, or postage charges; road service/towing charges; rental during the time warranty repairs are being performed; travel or lodging cost; loss or damage to person property or any other losses.

Some states do not allow exclusion or limitation of incidental or consequential damages, so above exclusion or limitation may not apply to you.

#### **7. Purchaser's Rights:**

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

#### **8. Exclusive Warranty:**

This is the only warranty made by the warrantor on the product and no agent, employee, or other person is allowed to change or add to this warranty. This warranty extends solely to repair or replacement of your Den Hartog Custom Molded Product. Warrantor does not assume any liability or responsibility not expressly covered by this limited warranty. This warranty supersedes all other warranties, written or implied.

No other express warranty has been made or will be made on behalf of warrantor with respect to this Den Hartog custom molded product or its construction, use, repair or replacement.

Pete Ricketts, Governor

**ADDENDUM ONE  
QUESTIONS and ANSWERS**

Date: September 1, 2016  
To: All Bidders  
From: René Botts, Buyer  
AS Materiel State Purchasing Bureau  
RE: Addendum for Invitation to Bid Number 5416 OF  
to be opened September 20, 2016 at 2:00 p.m. Central Time

**Questions and Answers**

No questions were received for ITB 5416 OF.

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.

*Acknowledged*

*Tom Hansen*

---

Pete Ricketts, Governor

**ADDENDUM ONE**  
**QUESTIONS and ANSWERS**

Date: September 1, 2016  
To: All Bidders  
From: René Botts, Buyer  
AS Materiel State Purchasing Bureau  
RE: Addendum for Invitation to Bid Number 5416 OF  
to be opened September 20, 2016 at 2:00 p.m. Central Time

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**Questions and Answers**

No questions were received for ITB 5416 OF.

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.

Pete Ricketts, Governor

August 18, 2016

Dear Prospective Bidder:

The State of Nebraska Purchasing Bureau is issuing the following Invitation to Bid (ITB):

ITB Number:	5416 OF
Commodity:	2,400 Gallon Horizontal Leg Tank
Opening Date:	September 20, 2016; 2:00 p.m. Central Time
Buyer:	René Botts

Copies of 5416 OF and all information relevant to this ITB to include addenda and/or amendments may be obtained from the State Purchasing Bureau web site at:

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

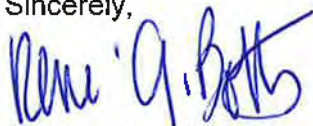
**It is the responsibility of the bidder to check this site for other pertinent information and any mandatory requirements. All information relevant to this ITB, to include addenda and/or amendments that may be issued prior to the opening date, will be posted to the website.**

ITB responses must be in a sealed envelope that indicates the ITB Number and Opening Date. Sealed responses must be received in the State Purchasing Bureau on or before September 20, 2016; 2:00 p.m. Central Time, at which time responses will be publicly opened. ITB response must be sent to:

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

Any problems accessing the website regarding the above ITB should be e-mailed or faxed to the State Purchasing Bureau at [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) or 402-471-2089.

Sincerely,



René Botts, Buyer  
State Purchasing Bureau

# State of Nebraska - INVITATION TO BID CONTRACT

**Return to:**  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

<b>Date</b>	8/18/16	<b>Page</b>	1 of 1
<b>Solicitation Number</b>	5416 OF		
<b>Opening Date and Time</b>	09/20/16	2:00 pm	
<b>Buyer</b>	RENE BOTTS (AS)		

**DESTINATION OF GOODS**  
**MULTIPLE DELIVERY LOCATIONS**  
**PLEASE REFER TO DOCUMENTATION**  
**FOR DELIVERY ADDRESSES.**

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 2,400 Gallon Horizontal Leg Tank 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 two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

ka 8/16/16

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	<b>2400 GALLON HORIZONTAL LEG TANK</b> MAKE: _____  MODEL: _____  OPTIONS: _____	10.0000	EA	_____	_____
2	<b>SPRAYER PLUMBING KIT</b>	10.0000	EA	_____	_____
3	<b>2400 GALLON SKID ASSEMBLY</b>	10.0000	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 (see Section III) 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 - MUST BE SIGNED IN INK)

Enter Contact Information Below

**VENDOR#** \_\_\_\_\_  
**VENDOR:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Contact** \_\_\_\_\_  
**Telephone** \_\_\_\_\_  
**Facsimile** \_\_\_\_\_  
**Email** \_\_\_\_\_  
 \_\_\_\_\_

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services 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:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**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.

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the Invitation to Bid. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Bid/Proposal:** The offer submitted by a vendor in a response to 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 vendor will not withdraw the bid.

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

**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 purchase order without expectation of conducting or performing it at a later time.

**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:** Any individual or entity having a contract or awarded purchase order to furnish commodities or services.

**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.

**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 services 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.

**EPDM:** rubber (ethylene propylene diene monomer (M-class) rubber).

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

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (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 vendor. Vendor 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 RFP, ITB (written solicitation) or contract are completed.

**Late Bid/Proposal:** 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 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.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

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

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

**Payroll & Financial Center (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.

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

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

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

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, 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 services to be provided under the contract.

**Proposal:** See Bid/Proposal.

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

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

**Public Proposal/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.

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

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

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

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

**Responsive Bidder:** A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. SCOPE OF THE INVITATION TO BID (ITB)**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), is issuing this Invitation To Bid, Number 5416 OF for the purpose of selecting a qualified Contractor to provide 2,400 Gallon Horizontal Leg Tank .

A contract resulting from this Invitation To Bid will be issued approximately for a period of two (2) years effective the date of award. The contract has the option to be renewed for an additional two (2) two-year as mutually agreed upon by all parties.

**ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>

**A. SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Invitation To Bid	August 18, 2016
2.	Last day to submit written questions	August 30, 2016
3.	State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	September 1, 2016
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 20, 2016 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	TBA
6.	Review period	TBA
7.	Post "Letter of Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBA
8.	Contract finalization period	TBA
9.	Contract award	TBA
10.	Contract start date	TBA

## **II. PROCUREMENT PROCEDURES**

### **A. PROCURING OFFICE AND CONTACT PERSON**

Procurement responsibilities related to this Invitation To Bid reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: René A. Botts  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

### **B. GENERAL INFORMATION**

The Invitation To Bid (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing 2,400 Gallon Horizontal Leg Tank and Sprayer Plumbing Kit at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation To Bid will not be considered.

Bids shall conform to all instructions, conditions, and requirements included in the Invitation To Bid. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation To Bid, and respond to each requirement in the format prescribed.

In addition to the provisions of this Invitation To Bid and the awarded bid, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

A fixed-price contract will be awarded as a result of this Invitation to Bid.

### **C. COMMUNICATION WITH STATE STAFF AND EVALUATORS**

From the date the Invitation To Bid is issued until a determination is announced regarding the contract award, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Invitation To Bid. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this ITB.

Once a Contractor is preliminarily selected, as documented in the intent to award, that Contractor is restricted from communicating with State staff until a contract is signed. The following exceptions to these restrictions are permitted:

- a) Written communication with the person(s) designated as the point(s) of contact for this Invitation To Bid or procurement;
- b) Contacts made pursuant to any pre-existing contracts or obligations; and
- c) State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a Bidder's bid and/or selection irrespective of any other condition. No individual member of the State or employee of the State is empowered to make binding statements regarding this Invitation To Bid. The Buyer will issue any clarifications or opinions regarding this Invitation To Bid in writing.

### **D. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a Bidder regarding the meaning or interpretation of any Invitation To Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5416 OF; 2,400 Gallon Horizontal Leg Tank Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) Questions may also be sent by facsimile to 402-471-2089, and must include a cover sheet clearly indicating that the transmission is to the attention of René A. Botts showing the total number of pages transmitted, and clearly marked "ITB Number 5416 OF 2,400 Gallon Horizontal Leg Tank Questions".

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bid reference and page number.

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

<u>Question Number</u>	<u>ITB Section References</u>	<u>ITB Page Number</u>	<u>Question</u>

**E. SUBMISSION OF BIDS**

The following describes the requirements related to bid submission, bid handling, and review by the State.

To facilitate the evaluation process, one (1) original of the entire bid should be submitted. Bids must be submitted by the bid due date and time. **A separate sheet must be provided that clearly states which sections, if applicable, have been submitted as proprietary or have copyrighted materials.** All proprietary information the Bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Invitation To Bid number must be included in all correspondence.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law WILL BE POSTED FOR PUBLIC VIEWING.

**F. IMPORTANT NOTICE LANGUAGE**

Bid responses should include the completed Form A and Bidder Contact Sheet. Bids must reference the Invitation To Bid number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the page of the calendar or bidder's bid response packet. Rejected late bids will return to the bidder unopened.

**G. 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.

**H. PRICE ADJUSTMENTS DURING CONTRACT TERM**

Any request for a price adjustment, after the first year period, must be submitted in writing to the State Purchasing Bureau, a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause with supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

**I. PAYMENT**

Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

**J. BID EXECUTION**

Bids must be signed in ink by the Bidder on the State of Nebraska's Invitation To Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation To Bid form. Erasures and alternations must be initialed by the Bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

**K. BID OPENING**

The sealed bids will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Bids will be available for viewing by those present at the bid opening. Vendors may also contact the State to schedule an appointment for viewing bids after the Intent to Award has been posted to the website.

**L. ELECTRONIC DOCUMENTS/FACSMILIE SUBMISSIONS**

The State Purchasing Bureau will not accept electronic responses to an Invitation To Bid for a commodity contract at any dollar amount. However, an exception applies to one-time purchase bids under \$25,000. These one-time purchase bids may be submitted by electronic means, but cannot exceed ten (10) pages.

Sealed responses to an Invitation To Bid that contain a two party bid, may include electronic pages transmitted between the two parties, but these documents cannot be submitted to the State Purchasing Bureau by electronic means. No direct electronic solicitation responses will be accepted for a commodity contract of any estimated value.

**M. VALID BID TIME**

Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation To Bid.

**N. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the Invitation To Bid. The State reserves the right to consider and accept such bids if, in the judgment of the State Procurement Manager, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation To Bid 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 Bidder shall be held liable therefore.

**O. LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Rejected late bids will be returned to the Bidder unopened. The State is not responsible for bids that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

**P. NO BID**

If not submitting a bid, respond by returning the Invitation To Bid form explaining the reason in the space provided. NOTE: To qualify as a respondent, Bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

**Q. 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. Bidders 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.

**R. REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The State reserves the right to reject any or all bids and re-advertise for bids; and further reserves the right to waive any informality or irregularity.

**S. EVALUATION OF BIDS**

All responses to this Invitation To Bid which fulfill all mandatory requirements will be evaluated for conformance to requested specifications. Elements that may also be considered include but are not limited to:

- a) The ability, capacity, and skill of the Bidder to deliver and implement the system or project, or provide the requested goods, that meet the requirements of the Invitation to Bid;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c) Whether the Bidder can perform the contract within the specified time frame;
- d) The quality of Bidder performance on prior contracts; and
- e) Such other information that may be secured and that has a bearing on the decision to award the contract.

**T. BID TABULATIONS**

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined, after the evaluation period is over, during normal business hours by appointment.

**U. MANDATORY REQUIREMENTS**

The bids will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Bids not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

- a) Invitation To Bid for Commodity Contract form, signed in ink;

- b) The completed Invitation To Bid document, with
- c) Drawing of polypropylene tank,
- d) List of special tools bidder will furnish with each tank,
- e) List of special tools bidder will furnish with sprayer plumbing kit,
- f) Warranty for polypropylene tank, and
- g) Literature or signed statement attesting to minimum stress design of 15 pounds of material per gallon on polypropylene tank.

**V. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that may be identified by the company in the bid, those indicated through the explicitly specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects. The State may use a third party to conduct reference checks.

**W. RECYCLING**

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**X. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All Bidders should be authorized to transact business in the State of Nebraska. All Bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the Bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certification of registration. Further, all Bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

**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 Nonresident 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.

**Z. EVALUATION CRITERIA AND AWARD**

The State of Nebraska reserves the right to evaluate bids in a manner, and utilizing methods, selected in the State of Nebraska's best interest and discretion. The State of Nebraska may waive informalities or irregularities in bids if the waiver is in the best interest of the State of Nebraska and such waiver does not prejudice other bidders in the State of Nebraska's discretion. After evaluation of the bids, the State of Nebraska may take, in the State's discretion, one or more of the following actions:

- Accept or reject a portion of or all of a bid;
- Accept or reject all bids;
- Withdraw the Invitation to Bid;
- Elect to rebid the Invitation to Bid;
- Award single lines or multiple lines to one or more bidders; or,
- Award one or more complete contracts.

The State of Nebraska reserves the right to make awards that are in the best interest of the State of Nebraska. The State of Nebraska may consider, but is not limited to, one or more of the following award criteria:

- Price;
- Location;
- Quality;
- Delivery time; and,



State contract management requirements or costs.  
[Additional criteria may be added]

By submitting a bid in response to this Invitation to Bid, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once an Intent to Award decision has been determined, it will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html/>

**AA. POLITICAL SUB-DIVISIONS**

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**BB. VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Invitation To Bid 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:

- a) Rejection of a bidder's proposal;
- b) Withdrawal of the Intent to Award
- c) Termination of the resulting contract.
- d) Legal action.
- e) Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**III. INVITATION TO BID - TERMS AND CONDITIONS**

By signing the "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 Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by one (1) clearly identifying the term or condition by subsection, and two (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. Bidders must include completed Section III with their ITB response.

The State of Nebraska is soliciting bids in response to the ITB. The State of Nebraska will not consider bids that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this ITB must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the ITB or resulting contract the Bidder's clause shall be subordinate to the ITB or resulting contract.

**A. GENERAL**

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

The contract resulting from this Invitation To Bid shall incorporate the following documents:

- a) Amendment to Contract Award with the most recent dated amendment having the highest priority;
- b) Contract Award and any attached Addenda;
- c) The Invitation To Bid form and the Contractor's Bid Response signed in ink
- d) Amendments to ITB and any Questions and Answers; and
- e) The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation To Bid form and the Contractor's Bid Response 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once bids are opened they become the property of the State of Nebraska and will not be returned.

**B. DEBARMENT**

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

The contractor, by signature to the Invitation To Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all

subcontracts into which it enters. The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notices if contractor becomes debarred during the term of this contract.

**C. SPECIFICATIONS**

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

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 State Procurement Manager will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the Invitation to Bid 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.

**D. DRUG POLICY**

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

Bidder certifies that it maintains a drug free workplace 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.

**E. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

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

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 of Nebraska, 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 to 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 services to be covered by any contract resulting from this Invitation To Bid.

**F. PERMITS, REGULATIONS, LAWS**

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**G. COOPERATION WITH OTHER CONTRACTORS**

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

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.

- a) The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
- b) The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
- c) The State reserves the right to award multiple contracts or to award line by line contract.

**H. CONTRACTOR RESPONSIBILITY**

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

**I. CONTRACT CONFLICTS**

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

**J. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location of any related equipment. All obligations of the State to make payments after the termination

date will cease and all interest of the State in any related equipment will terminate. In no event shall the Contractor be paid for a loss of anticipated profit.

**K. RIGHT TO AUDIT**

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

**L. CONFLICT OF INTEREST**

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

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

**M. BID PREPARATION COSTS**

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

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

**N. ERRORS AND OMISSIONS**

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

The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting contract. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. ASSIGNMENT BY THE STATE**

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**P. ASSIGNMENT BY THE CONTRACTOR**

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**Q. GOVERNING LAW**

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**R. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**S. ADVERTISING**

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

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**T. NOTIFICATION**

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

During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in its bid and the buyer noted in Section II Part A., Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this ITB, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Bidder should provide in its bid the name, title, and complete address of its designee to receive notices.

- a) Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
- b) Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**U. EARLY TERMINATION**

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

The contract may be terminated as follows:

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

The State, in 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 obligations incurred under the terms of the contract. In the event of cancellation the Contractor shall be entitled to payment, for those products received and accepted by the State

- b) 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 or provision of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
  - j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this contract.

**V. BREACH BY CONTRACTOR**

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

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.



**W. ASSURANCES BEFORE BREACH**

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Intent To Bid/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**X. ACCEPTANCE AND PAYMENT OF GOODS**

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

In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

**Y. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**Z. PROHIBITION AGAINST ADVANCE PAYMENT**

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**AA. PAYMENT**

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). 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 provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such claims.

**BB. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. 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.

**CC. TAXES**

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

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

**DD. SEVERABILITY**

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

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

**EE. PROPRIETARY INFORMATION**

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

Data contained in the bid and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the bid. If the Bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the Bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Invitation To Bid as proprietary.** Pricing submitted in Bidder's ITB may not be marked as proprietary information. Failure of the Bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other Bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**FF. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

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

By submission of this bid, the bidder certifies, that it is the party making the foregoing bid and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**GG. PRICES**

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Invitation to Bid is cancelled.

Prices quoted on the Invitation to Bid shall remain fixed for the first year of the contract period. Any request for a price increase subsequent to the first year must be submitted in writing to the State Purchasing Bureau a minimum

of 30 days prior to the increase. Further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any price decrease during the term of the contract. Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**HH. ETHICS IN PUBLIC CONTRACTING**

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

No Bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No Bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the contract be completed without external influence. It is not the intent of this section to prohibit Bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Invitation To Bid or the format or content of their bid.

If the Bidder is found to be in non-compliance with this section of the Invitation To Bid, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**II. INDEMNIFICATION**

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

- a) **GENERAL**  
 The Contractor agrees to defend, indemnify, hold, and save 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, 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, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

b) **INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

c) **SELF-INSURANCE**

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

**JJ. ANTITRUST**

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

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.

**KK. EMPLOYEE WORK ELIGIBILITY STATUS**

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. 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:

- a) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Invitation To Bid response.

- b) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US 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.
- c) 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.

**IV. SCOPE OF WORK**

The Bidder must provide the following information in response to this Invitation To Bid.

**A. SCOPE**

It is the intent of this bid invitation to establish a contract to supply 2,400 Gallon Horizontal Tank per the attached specifications from date of award for a period of two (2) years with the option to renew for an additional two (2) two-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 2,400 Gallon Horizontal Tank and Sprayer Plumbing Kit and Sprayer Plumbing Kit whether or not they may be specifically mentioned below.

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 items proposed. 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. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the Bidder will 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.

**B. AMENDMENT**

This Contract may be amended at any time in writing upon the agreement of both parties.

**C. REVISIONS**

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

**V. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

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

“YES” response means the Bidder guarantees they can meet this condition.

“NO” response means the Bidder cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder’s ability to meet the condition, and an explanation of how 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 of Nebraska shall determine at its sole discretion whether or not the Bidder’s alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.
			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.
			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any Invitation To bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
<b>NOTES/COMMENTS:</b>			

**C. POLYPROPOLYENE TANK**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Horizontal leg tank for transport and spreading of calcium chloride and/or salt brine.
			2. Minimum 2,400 gallon actual capacity.  State actual capacity of unit bid _____
			3. Drawing enclosed, to be used as reference for approximate sizes, openings and tie lugs required.



			a) Unit will not be more than 80 inches wide.
			b) Unit will be maximum 125 inches long.
			c) Unit will include baffles and a top manway with vented lid assembly.
			4. Hoop assembly to be furnished with tank.
			a) Hoop assemblies shall also include two steel horizontal "stiffeners" (one each side of tank) to provide necessary lateral support for the tank.
			5. Material to be polypropylene with a minimum stress design of 15 pounds of material per gallon.
			a) Vendor to send literature or signed statement attesting to minimum stress design of 15 pounds of material per gallon.
			b) Tank shall have a minimum of UV-8 protective inhibitors.  State UV protective inhibitor of unit bid _____
			6. Tank shall include molded in gallon markers on at least one end or side.
			7. One end of tank to include one (1) 3" stainless steel double flanged bolted fitting with EDPM (ethylene propylene diene monomer [M-class] rubber) gaskets, 4" stainless steel bolts and siphon tube.
<b>NOTES/COMMENTS:</b>			

**D. TANK WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Manufacturer's usual warranty shall apply, and shall be in effect for at least three years from the date the equipment was placed in service.
			2. Bidder shall supply a copy of warranty with proposal.
<b>NOTES/COMMENTS:</b>			

**E. SPECIFICATION FORM**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Successful bidder will be required to complete specification form to the fullest extent possible for each unit and must accompany each unit when delivered.
			2. Specification forms will be supplied by Department of Roads to successful bidder after purchase order is awarded.

			3. If vendor does not properly complete specification form for each unit, a sum of \$250.00 per unit will be deducted from purchase order amount.
<b>NOTES/COMMENTS:</b>			

**F. SPRAYER PLUMBING KITS GENERAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. This system is all the components to plumb an already existing tank that is mounted in the rear dump box of a truck that has a Liquid Spreader Control system.
			2. All plumbing components used shall consist of corrosion resistant materials including reinforced polypropylene and stainless steel. Hoses shall be EPDM suction/discharge hose with thermal plastic helix and internal braiding and 100% EPDM tube.
			3. Maximum use of polypropylene "flanged" fittings shall be utilized to allow for quick and easy maintenance of the plumbing system. A 3" polypropylene Drain-Fill valve shall be located at the rear of the unit for easy access and shall include a 3" male adaptor and cap for quick hose hook-up. A 2" turbine flow meter shall be included in plumbing to connect to existing control systems (Example: Raven RFM 100).
			4. Pump shall be a minimum 2" x 1 1/2" cast iron centrifugal pump with integral hydraulic drive motor. Pump shall provide a maximum flow rate of 200 GPM or more and will also provide 120 GPM at 40PSI (at 10 GPM hydraulic oil flow rate at 1800 PSI) (Example ACE FMC-200-HYD-304 with Valox impeller and Viton carbon/ceramic seal).
			5. Twelve Volt Valve Assembly shall be of the "stackable" style and include three (3) 1" Full Port Valves constructed of polypropylene with stainless balls, stems & hardware. Valve Assembly inlet shall be 2 inch minimum. Each valve shall include a high torque motor with auto reset circuit breaker and DPDT (double pole double throw) relay inside a waterproof polypropylene NEMA (National Electrical Manufacturers Association) 4X or 6P rated housing with valve position indicator. Stainless 316 ball shall be a trunnion design, supported on the top and bottom by bearings to accurately position the ball and assure long valve life. Valve assembly shall be rated to 150 PSI working pressure. Valve Assembly mounting bracket shall be provided. (Example Tee Jet/Spraying Systems 493BEC-C)
			6. Boom shall be minimum 1-1/4 inch stainless steel 3 lane type: Center inlet shall be a machine coped coupling welded to the boom. Center section shall be welded closed at each end. Left and right sides of the boom will be machined stainless cross to slip over right and left ends of boom. Threaded fittings for the body of the boom are not acceptable. Nozzle connections on the center section to be a minimum of 19 stainless steel half-couplings welded to the bottom of the boom. Boom will be built in a jig set with proper pre-blend to prevent warping after welding.

			<p>7. Boom system shall include 1-1/4 inch stainless steel boom securely mounted to the rear of the spray system with two stainless steel clamp. Boom shall be adjustable from 1 foot 2 inch to 2 foot 6 inch above the pavement. The center-lane section of the boom shall include a 3-way manual valve to allow the operator to direct liquid flow to either two stainless steel flooding nozzles (Example Spraying systems SS QCKSS150) for anti-icing, or to 19 stainless steel solid stream nozzles for de-icing. Left and right lane nozzles shall include two stainless steel "offset" nozzles (SSOCCSS300) with brass bodies and caps for effective coverage of the entire left and right lanes (two nozzles each end of the boom). Couplings Kit allows for side to side adjustment of flooding nozzles. Each boom lane section (left, right, center) will be supplied through an adjustable check valve (5-15 psi) to avoid liquid in the hose from "dribbling out" when application is not desired. All nozzles will be "balanced" to ensure the anti-icing/de-icing liquid is distributed equally to all lanes being sprayed. (Other similar nozzle combinations are to be available and will be changed out to meet user's need with no re-stock fee).</p>
			<p>8. Vendor shall demonstrate one complete system if requested at NDOR location. Installation manual shall include AutoCAD plumbing schematics, digital photos of completed plumbing system, parts listing &amp; other instructions.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**G. SPRAYER PLUMBING KITS PARTS LIST**

YES	NO	NO & PROVIDE ALTERNATIVE																																																	
			<p>1. The system shall include the following components at a minimum:</p> <table border="1"> <thead> <tr> <th>Qty</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2" Hydraulic Centrifugal pump – as specified</td> </tr> <tr> <td>1</td> <td>12 Volt 3 – valve manifold – as specified</td> </tr> <tr> <td>1</td> <td>2" Turbine Polypropylene Flow Meter – Example Raven RFM 100</td> </tr> <tr> <td>1</td> <td>2" Full port flanged Polypropylene Strainer w/50 mesh screen</td> </tr> <tr> <td>1</td> <td>1 ¼ Stainless Steel Boom – as specified</td> </tr> <tr> <td>19</td> <td>Stainless Steel Solid Stream Nozzles</td> </tr> <tr> <td>4</td> <td>Stainless Steel offset nozzles (Boom-less type, SSOCS300 w/ brass bodies, and caps</td> </tr> <tr> <td>2</td> <td>Stainless Steel floodjet nozzles</td> </tr> <tr> <td>3</td> <td>1 ¼" PVC Adjustable Pressure Check Valves</td> </tr> <tr> <td>24 ft</td> <td>1 ¼" EPDM Suction / Discharge Hose</td> </tr> <tr> <td>8 ft</td> <td>2" EPDM Suction / Discharge Hose</td> </tr> <tr> <td>1</td> <td>1 ½" Stainless Street Elbow</td> </tr> <tr> <td>4</td> <td>¼" Stainless Street Elbow</td> </tr> <tr> <td>2</td> <td>¼" Stainless Tee</td> </tr> <tr> <td>1</td> <td>2" Full Port Flange x Flange Ball Valve</td> </tr> <tr> <td>1</td> <td>3" Full Port Flange x Flange Ball Valve</td> </tr> <tr> <td>1</td> <td>1 ¼" three Way Bottom Load Ball Valve</td> </tr> <tr> <td>1</td> <td>2" Flanged Polypropylene Plug</td> </tr> <tr> <td>1</td> <td>2" by 2" Full Port Flanged Coupling</td> </tr> <tr> <td>1</td> <td>2" Full Port Flanged Coupling</td> </tr> <tr> <td>1</td> <td>3" Flanged Elbow</td> </tr> <tr> <td>1</td> <td>3" Flanged Tee</td> </tr> <tr> <td>1</td> <td>3" by 2" Full Port Flanged Reducer</td> </tr> </tbody> </table>	Qty	Description	1	2" Hydraulic Centrifugal pump – as specified	1	12 Volt 3 – valve manifold – as specified	1	2" Turbine Polypropylene Flow Meter – Example Raven RFM 100	1	2" Full port flanged Polypropylene Strainer w/50 mesh screen	1	1 ¼ Stainless Steel Boom – as specified	19	Stainless Steel Solid Stream Nozzles	4	Stainless Steel offset nozzles (Boom-less type, SSOCS300 w/ brass bodies, and caps	2	Stainless Steel floodjet nozzles	3	1 ¼" PVC Adjustable Pressure Check Valves	24 ft	1 ¼" EPDM Suction / Discharge Hose	8 ft	2" EPDM Suction / Discharge Hose	1	1 ½" Stainless Street Elbow	4	¼" Stainless Street Elbow	2	¼" Stainless Tee	1	2" Full Port Flange x Flange Ball Valve	1	3" Full Port Flange x Flange Ball Valve	1	1 ¼" three Way Bottom Load Ball Valve	1	2" Flanged Polypropylene Plug	1	2" by 2" Full Port Flanged Coupling	1	2" Full Port Flanged Coupling	1	3" Flanged Elbow	1	3" Flanged Tee	1	3" by 2" Full Port Flanged Reducer
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**H. SPRAYER PLUMBING KIT MANUALS**

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

**I. SPRAYER PLUMBING KIT MISCELLANEOUS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The bidders shall submit a list of any special tools they shall furnish with each sprayer plumbing kit with their proposal.
			2. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
			3. Color – Manufacturer's Standard Color.  State color of unit bid _____
<b>NOTES/COMMENTS:</b>			

**J. SPRAYER PLUMBING KIT COMPONENTS WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Manufacturer's usual warranty shall apply, and shall be in effect for at least one year from the date the equipment was placed in service.
			2. Vendor shall be responsible for all repairs to include parts and labor during the 12 month usual warranty period.
			3. All transportation cost to and from the nearest authorized repair facility will be the responsibility of Nebraska Department of Roads.
<b>NOTES/COMMENTS:</b>			

**K. SPECIFICATION FORM for SPRAYER PLUMBING KIT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Successful bidder shall be required to complete a form to the fullest extent possible for each unit and must accompany each unit when delivered.
			2. Forms shall be supplied by Department of Roads to successful bidder after purchase order is awarded.
<b>NOTES/COMMENTS:</b>			

**L. ANNUAL USAGE, ESTIMATED**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
			2. Estimated annual usage for is five (5) polypropylene tanks and two (2) sprayer plumbing kits.
<b>NOTES/COMMENTS:</b>			

**M. USAGE REPORT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The vendor shall, upon request by the State of Nebraska, provide an annual usage report of this contract by state agencies. Information will include agency name, item, and dollar amount. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.
<b>NOTES/COMMENTS:</b>			

**N. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Delivery desired within ninety (90) days after receipt of order(s).
			2. At the time of delivery, a designated State of Nebraska 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.
<b>NOTES/COMMENTS:</b>			

**O. DELIVERY LOCATIONS/INSTRUCTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 5001 S 14 <sup>th</sup> Street Lincoln, NE
<b>NOTES/COMMENTS:</b>			

**P. ORDERS**

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

**Q. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. 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. 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.
<b>NOTES/COMMENTS:</b>			

**R. PRICES**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Price quoted shall be unit price and shall be firm for one (1) year from date of an award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any requests for increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as

			<p>manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**S. AUTHORIZED DEALER & WARRANTY**

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

**T. SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**U. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	<p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p>
			<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p>



			<p>a) The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b) If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US 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.</p> <p>c) The Bidder 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.</p>
			2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			3. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State <b>is provided</b> within bid submission documents.
			4. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State <b>will be provided</b> in a timely manner upon request prior to award.
<b>NOTES/COMMENTS:</b>			

**Form A  
Bidder Contact Sheet  
Invitation To Bid Number 5416OF**

Form A should be completed and submitted with each response to this Invitation to Bid. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	