

Lancaster County, Nebraska

REQUISITION FORM

Name of person requisitioning:		Todd Duncan	Requisition Number (optional):		
Delivery location:		Lancaster County Shops 444 Cherrycreek Lincoln, NE 68508	Date Prepared:		5/11/17
Suggested Vendor:		Anderson Ford Lincoln Mercury Mazda 2500 Wildcat Dr. PO Box 83644 Lincoln, NE 68501-3644	Date Requested:		5/11/17
Fund:	11	Contact: Bobby Colclasure (402) 617-4521	For Budget Year:		2016-2017
Agency:	6510		Purchase Order Number (assigned by Purchasing:		

ORG.	OBJ CODE	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	67410	Line 2- 2017 or current production year E85 Ford police midsize utility vehicle all-wheel drive 5 passenger, E85 3.7 liter V6 , code, trim level: K8A, 500A, PUV State Contract Number 14611 OC	1		\$28,349.00	\$28,349.00
		Line 4- Cloth rear seats (deduct)	1		(\$50.00)	(\$50.00)
		Line 6- Paint/interior. Exterior color- Oxford White (order code YZ). Interior color- Charcoal Black (9W).	1		\$0.00	\$0.00
		Line 7- Deep tint glass (all except windshield and front doors)	1		\$375.00	\$375.00
		Line 18- Class III Trailer Towing with trailer lighting connectors. Factory or dealer installed.	1		\$395.00	\$395.00
		Additional option page- Upgrade siren speaker to Code 3	1		\$95.00	\$95.00
		Additional option page- Upgrade auxiliary battery to optima blue top	1		\$375.00	\$375.00
		Back up camera display located in rearview mirror	1		\$0.00	\$0.00
		All vehicles keyed the same	1		\$0.00	\$0.00

		All vehicles to be up-fitted by Jones Automotive	1		\$0.00	\$0.00
			TOTAL			\$29,539.00

Do Not exceed 1 vendor per requisition

The undersigned hereby certifies that the above requisitioned material and/or service is included in the current appropriation

Route completed requisition to:

City/County Purchasing Division
 440 So. 8th Street, SW Wing, Suite 200
 Lincoln, NE 68508

 Office/Agency/or Department Head

 Date

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 1 of 4	ORDER DATE 10/13/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

CONTRACT NUMBER
14611 OC
PRIMARY AWARD
E85 AWARD

THE CONTRACT PERIOD IS:

SEPTEMBER 23, 2016 THROUGH SEPTEMBER 22, 2017

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.

Original/Bid Document 5374 OF

Contract to supply and deliver 2017 OR CURRENT PRODUCTION POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER as per the attached specifications, for the contract period September 23, 2016 through September 22, 2017. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Ford Police Utility Vehicle

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
E-Mail: bobbyc@andersonautogroup.com

(ka 9/16/16)

Amendment one (1) as attached. (ka 10/13/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FORD POLICE UTILITY VEHICLE MIDSIZE	20.0000	EA	28,349.0000

10/14/16
PK AS BP
DIANNA GILLILAND
BUYER
10/14/16
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

CONTRACT NUMBER
14611 OC

PAGE 2 of 4	ORDER DATE 10/13/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	2017 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER			
	Make: Ford Model: Police Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Engine: 3.7L V6 Delivery time after receipt of order (number/days): 90			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
2	E85 FORD POLICE UTILITY VEHICLE MIDSIZE	20.0000	EA	28,349.0000
	2017 or Current Production Year E85 POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER			
	E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)			
	Engine: 3.7L V6 Make: Ford Model: Police Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Delivery time after receipt of order (number/days): 90			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
	OPTIONS			
3	ENGINE (OTHER)	20.0000	EA	3,295.0000
	ENGINE SIZE: 3.5L Ecoboost			
4	CLOTH REAR SEATS (DEDUCT)	20.0000	EA	-50.0000
5	COURTESY LAMP INOPERABLE (DEDUCT)	20.0000	EA	-10.0000
6	STANDARD PAINT. ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS.	20.0000	EA	0.0000
7	DEEP TINT GLASS (ALL EXCEPT WINDSHIELD AND FRONT DOORS)	20.0000	EA	375.0000


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
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CONTRACT NUMBER
14611 OC

PAGE 3 of 4	ORDER DATE 10/13/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
8	DRIVER SIDE SPOTLIGHT (DEDUCT)	20.0000	EA	-150.0000
9	DUAL SIDE SPOTLIGHT	20.0000	EA	450.0000
10	DOME LIGHT (DEDUCT)	20.0000	EA	-25.0000
11	UNDER HOOD LIGHT (DEDUCT)	20.0000	EA	-10.0000
12	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA. ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	EA	295.0000
13	VERTICAL MOUNTED TWO (2) CLEAR/WHITE LED MODULES. MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-109.0000
14	TWO (2) CLEAR/WHITE LED MODULES. MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHTHEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-109.0000
15	100 WATT SIREN SPEAKER INSTALLED CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-125.0000
16	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-350.0000
17	AUXILIARY BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATER FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE. FACTORY OR DEALER	20.0000	EA	-450.0000



BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

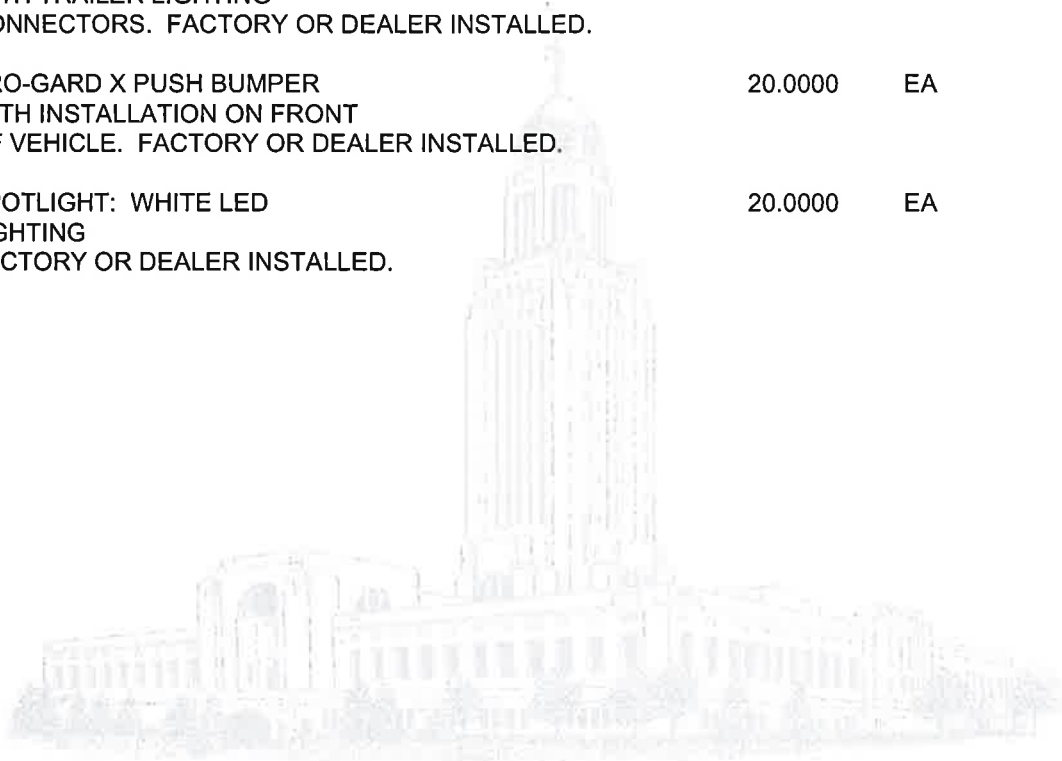
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

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

CONTRACT NUMBER
14611 OC

PAGE 4 of 4		ORDER DATE 10/13/16	
BUSINESS UNIT 9000		BUYER DIANNA GILLILAND (AS)	
VENDOR NUMBER: 503856			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	INSTALLED. (DEDUCT)			
18	CLASS III TRAILER TOWING WITH TRAILER LIGHTING CONNECTORS. FACTORY OR DEALER INSTALLED.	20.0000	EA	395.0000
19	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED.	20.0000	EA	2,695.0000
20	SPOTLIGHT: WHITE LED LIGHTING FACTORY OR DEALER INSTALLED.	20.0000	EA	425.0000



BUYER INITIALS

AMENDMENT ONE
 14611 OC
 Police Midsize Utility Vehicle All Wheel Drive 5 Passenger for the State of Nebraska
 Between
 The State of Nebraska and Anderson Ford

This Amendment (the "Amendment") is made by the State of Nebraska and Anderson Ford, parties to Contract 14611 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

The following information and contract lines are hereby deleted and replace with the following:

Make/Model: Ford Police Utility Vehicle

Line Number	Description	Unit of Measure	Unit Price
1	<p>FORD POLICE UTILITY VEHICLE MIDSIZE</p> <p>2017 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER</p> <p>Make: Ford Model: Police Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Engine: 3.7L V6 Delivery time after receipt of order (number/days): 90</p> <p>The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.</p>	EA	\$ 28,349.00
2	<p>E85 FORD POLICE UTILITY VEHICLE MIDSIZE</p> <p>2017 or Current Production Year E85 POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER</p> <p>E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion)</p> <p>Engine: 3.7L V6 Make: Ford Model: Police Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Delivery time after receipt of order (number/days): 90</p> <p>The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.</p> <p>Options</p>	EA	\$ 28,349.00

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: Bo Botelho

Title: DAS Materiel Administrator

Date: 10/14/16

Contractor: Anderson Ford

By: 

Name: Bobby Colclasure

Title: Fleet Director

Date: 10/13/16

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
14611 OC
PRIMARY AWARD
E85 AWARD

PAGE 1 of 4	ORDER DATE 09/16/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

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

SEPTEMBER 23, 2016 THROUGH SEPTEMBER 22, 2017

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.

Original/Bid Document 5374 OF

Contract to supply and deliver 2017 OR CURRENT PRODUCTION POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER as per the attached specifications, for the contract period September 23, 2016 through September 22, 2017. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Ford Promaster

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
E-Mail: bobbyc@andersonautogroup.com

(ka 9/16/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	POLICE MIDSIZE UTILITY FORD PROMASTER	20.0000	EA	28,349.0000
2017 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER				

Dianna Gilliland 9-26-16
BUYER
Bo Battello 9-26-16
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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CONTRACT NUMBER
14611 OC

PAGE 2 of 4	ORDER DATE 09/16/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Make: Ford Model: Promaster Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Engine: 3.7L V6 Delivery time after receipt of order (number/days): 90 The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
2	E85 POLICE MIDSIZE UTILITY FORD PROMASTER	20.0000	EA	28,349.0000
	2017 or Current Production Year E85 POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.) Engine: 3.7L V6 Make: Ford Model: Promaster Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Delivery time after receipt of order (number/days): 90 The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
	OPTIONS			
3	ENGINE (OTHER)	20.0000	EA	3,295.0000
	ENGINE SIZE: 3.5L Ecoboost			
4	CLOTH REAR SEATS (DEDUCT)	20.0000	EA	-50.0000
5	COURTESY LAMP INOPERABLE (DEDUCT)	20.0000	EA	-10.0000
6	STANDARD PAINT. ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS.	20.0000	EA	0.0000
7	DEEP TINT GLASS (ALL EXCEPT WINDSHIELD AND FRONT DOORS)	20.0000	EA	375.0000
8	DRIVER SIDE SPOTLIGHT	20.0000	EA	-150.0000


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

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

Telephone: (402) 471-6500
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CONTRACT NUMBER
14611 OC

PAGE 3 of 4	ORDER DATE 09/16/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	(DEDUCT)			
9	DUAL SIDE SPOTLIGHT	20.0000	EA	450.0000
10	DOVE LIGHT (DEDUCT)	20.0000	EA	-25.0000
11	UNDER HOOD LIGHT (DEDUCT)	20.0000	EA	-10.0000
12	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA. ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	EA	295.0000
13	VERTICAL MOUNTED TWO (2) CLEAR/WHITE LED MODULES. MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-109.0000
14	TWO (2) CLEAR/WHITE LED MODULES. MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHTHEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-109.0000
15	100 WATT SIREN SPEAKER INSTALLED CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-125.0000
16	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-350.0000
17	AUXILIARY BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATER FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-450.0000
18	CLASS III TRAILER TOWING	20.0000	EA	395.0000


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

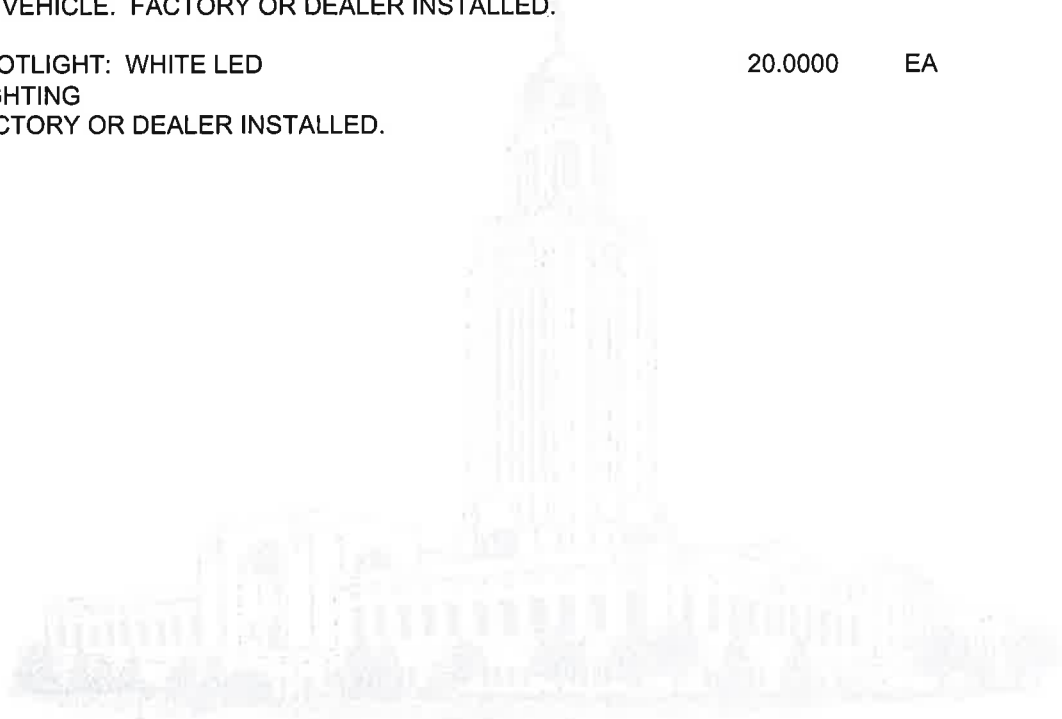
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

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

CONTRACT NUMBER
14611 OC

PAGE 4 of 4		ORDER DATE 09/16/16	
BUSINESS UNIT 9000		BUYER DIANNA GILLILAND (AS)	
VENDOR NUMBER: 503856			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	WITH TRAILER LIGHTING CONNECTORS. FACTORY OR DEALER INSTALLED.			
19	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED.	20.0000	EA	2,695.0000
20	SPOTLIGHT: WHITE LED LIGHTING FACTORY OR DEALER INSTALLED.	20.0000	EA	425.0000



BUYER INITIALS

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	7/27/16	Page	1 of 7
Solicitation Number	5374 OF		
Opening Date and Time	08/15/16	2:00 pm	
Buyer	DIANNA GILLILAND (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 2017 OR CURRENT PRODUCTION YEAR POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

(ka 7/20/16)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	POLICE MIDSIZE UTILITY VEHICLE AWD 5 PASSENGER	1.0000	EA	<u>28,349</u>	<u>28,349</u>

2017 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER

Minimum Wheelbase: 112.6"

Minimum Engine Size: 3.7L

Minimum Tire Size: 18"

Make: Ford

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 90 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Bobby Colclasure
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# _____
VENDOR: Anderson Ford
Address: 2500 Wildcat Dr.
Lincoln, NE 68521

Contact Bobby Colclasure
Telephone 402-617-4521
Facsimile N/A
Email bobby@andersonautogroup.com

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	7/27/16	Page	2 of 7
Solicitation Number	5374 OF		
Opening Date and Time	08/15/16	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

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

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Model: <u>PUV</u>				
	Series, Code, Trim Level: <u>K8A, 500A, PUV</u>				
	Engine: <u>3.7L V6</u>				
	EPA: <u>15/20/17</u>				
	Delivery time after receipt of order (number/days): <u>90</u>				
	MSRP as bid: <u>33,715</u>				
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.				
	Disregard the Qty and Unit of Measure on the Invitation to Bid. Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.				
2	E85 POLICE MIDSIZE UTILITY VEHICLE AWD 5 PASSENGER	1,000	EA	<u>28,349</u>	<u>28,349</u>

2017 or Current Production Year E85 POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER

A separate bid is requested if the manufacturer is producing alternative fuel motor vehicles. A SEPARATE CONTRACT MAY BE AWARDED.

E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)

Engine: 3.7L V6

Make: Ford

Model: PUV

GVWR:

Series, Code, Trim Level: K8A, 500A, PUV

EPA: 11/15/13

Delivery time after receipt of order (number/days): 90

MSRP as bid: 28,349

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	7/27/16	Page	3 of 7
Solicitation Number	5374 OF		
Opening Date and Time	08/15/16	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

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

INVITATION

Line	Description	Quantity	Unit of Measure
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The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

Disregard the Qty and Unit of Measure on the Invitation to Bid. Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.

OPTIONS

THE OPTIONS SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS THAT ARE EXCEPTIONS TO SPECIFICATION AND MUST BE FACTORY INSTALLED. QUOTES MUST BE FURNISHED IF AVAILABLE FOR ITEMS LISTED BELOW, IF NOT INCLUDED AS STANDARD EQUIPMENT OR REQUIRED IN MAIN PART OF THIS SPECIFICATION.

ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED. (EXAMPLE: UNITS ORDERED WITH AIRBAGS MAY NOT BE AVAILABLE WITH A TILT WHEEL AND AUTOMATIC SPEED CONTROL)

3	ENGINE (OTHER)	1.0000	EA
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UNIT PRICE CALCULATED ON LINE 1: 3295

STATE ENGINE SIZE: 3.5L Ecoboost

UNIT PRICE CALCULATED ON LINE 2: 3295

STATE ENGINE SIZE: 3.5L Ecoboost

4	CLOTH REAR SEATS (DEDUCT)	1.0000	EA
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UNIT PRICE CALCULATED ON LINE 1: (50)

UNIT PRICE CALCULATED ON LINE 2: (50)

5	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER POWER CONTROLLED SEAT, IF AVAILABLE FROM MANUFACTURER.	1.0000	EA
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UNIT PRICE CALCULATED ON LINE 1: n/a

UNIT PRICE CALCULATED ON LINE 2: n/a

State of Nebraska - INVITATION TO BID CONTRACT

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

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

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Buyer	DIANNA GILLILAND (AS)		

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

INVITATION

Line	Description	Quantity	Unit of Measure
6	COURTESY LAMP INOPERABLE (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (<u>10</u>)		
	UNIT PRICE CALCULATED ON LINE 2: (<u>10</u>)		
7	STANDARD PAINT. ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: <u>STD - See Atch.</u>		
	UNIT PRICE CALCULATED ON LINE 2: <u>STD - See Atch.</u>		
8	EXTRA COST PAINTS. ATTACH LIST AND IDENTIFY AS EXTRA COST PAINTS.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: <u>No Charge</u>		
	UNIT PRICE CALCULATED ON LINE 2: <u>No Charge</u>		
9	ALL WHEEL DRIVE (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (<u>N/A</u>)		
	UNIT PRICE CALCULATED ON LINE 2: (<u>N/A</u>)		
10	SECOND POWER OUTLET	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: <u>STD</u>		
	UNIT PRICE CALCULATED ON LINE 2: <u>STD.</u>		
11	DEEP TINT GLASS (ALL EXCEPT WINDSHIELD AND FRONT DOORS)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: <u>375</u>		
	UNIT PRICE CALCULATED ON LINE 2: <u>375</u>		
12	DRIVER SIDE SPOTLIGHT (DEDUCT)	1.0000	EA

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INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED ON LINE 1: (<u>150</u>)		
	UNIT PRICE CALCULATED ON LINE 2: (<u>150</u>)		
13	DUAL SIDE SPOTLIGHT	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: <u>450</u>		
	UNIT PRICE CALCULATED ON LINE 2: <u>450</u>		
14	DOME LIGHT (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (<u>25</u>)		
	UNIT PRICE CALCULATED ON LINE 2: (<u>25</u>)		
15	UNDER HOOD LIGHT (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (<u>10</u>)		
	UNIT PRICE CALCULATED ON LINE 2: (<u>10</u>)		
16	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA. ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	1.0000	MI
	UNIT PRICE CALCULATED ON LINE 1: <u>295</u>		
	UNIT PRICE CALCULATED ON LINE 2: <u>295</u>		
17	VERTICAL MOUNTED TWO (2) CLEAR/WHITE LED MODULES. MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (<u>109</u>)		
	UNIT PRICE CALCULATED ON LINE 2: (<u>109</u>)		

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INVITATION

Line	Description	Quantity	Unit of Measure
18	TWO (2) CLEAR/WHITE LED MODULES. MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHTHEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (<u>109</u>)		
	UNIT PRICE CALCULATED ON LINE 2: (<u>109</u>)		
19	100 WATT SIREN SPEAKER INSTALLED CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (<u>125</u>)		
	UNIT PRICE CALCULATED ON LINE 2: (<u>125</u>)		
20	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (<u>350</u>)		
	UNIT PRICE CALCULATED ON LINE 2: (<u>350</u>)		
21	AUXILIARY BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATER FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (<u>450</u>)		
	UNIT PRICE CALCULATED ON LINE 2: (<u>450</u>)		
22	CLASS III TRAILER TOWING WITH TRAILER LIGHTING CONNECTORS. FACTORY OR DEALER INSTALLED.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: <u>395</u>		

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INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED ON LINE 2:	<u>395</u>	
23	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1:	<u>2,695</u>	
	UNIT PRICE CALCULATED ON LINE 2:	<u>2,695</u>	
24	BLUETOOTH: HANDS FREE WIRELESS NETWORK TO MAKE AND RECEIVE PHONE CALLS ENABLED BY A PUSH BUTTON OR BY VOICE COMMAND. FACTORY OR DEALER INSTALLED.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1:	<u>included</u>	
	UNIT PRICE CALCULATED ON LINE 2:	<u>included</u>	
25	SPOTLIGHT: WHITE LED LIGHTING FACTORY OR DEALER INSTALLED.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1:	<u>425</u>	
	UNIT PRICE CALCULATED ON LINE 2:	<u>425</u>	

Additional options.

1. Two-Tone Vinyl PKG-1 (Vinyl on front + rear doors + roof) - \$ 840 on either engine.
2. Two-Tone Vinyl PKG-2 (Vinyl on Roof + hood) \$ 840 on either engine.
3. Two-tone Vinyl PKG-3 (Vinyl on front doors + roof) \$ 700 on either engine.
4. Upgrade Siren speaker to Code-3 - \$ 95 on either engine.
5. Upgrade Auxillary battery to optima blue top battery - \$ 375 on either engine.

**STATE OF NEBRASKA PURCHASING BUREAU
SCHEDULE OF EVENTS**

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	July 27, 2016
2	Last Day to Submit Written Questions	August 3, 2016
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/materiel/purchase_bureau/vendor/commodity-itb.html	August 4, 2016
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	August 15, 2016 at 2:00 pm

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 5374 OF; POLICE MID-SIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Dianna Gilliland, showing the total number of pages transmitted, and clearly marked "ITB Number 5374 OF; POLICE MID-SIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER Questions".

Written answers will be provided through an addendum to be posted on the internet at http://das.nebraska.gov/materiel/purchase_bureau/vendor/commodity-itb.html on or before the date shown in the Schedule of Events.

**STATE OF NEBRASKA PURCHASING BUREAU
TEHCNICAL SPECIFICATIONS**

BIDDER INSTRUCTIONS

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A "YES" response means the bidder guarantees they can meet this condition. A "NO" response means the bidder cannot meet this condition and will not be considered. "NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how 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 vendor's alternative is an acceptable alternative.**

All items listed below are required. If there is a No, a detailed alternative explanation must be provided

YES	NO	NO & PROVIDE ALTERNATIVE	1. BODY
✓			A. Color: Body color and interior trim will be selected from manufacturer's standard colors.
✓			B. Glass: Approved tinted safety glass shall be required in all doors, windows, and windshields. Glass shall be free of optical deviation and visibility distortions.
✓			C. Insulation: Standard production heat and sound insulation to be provided.
✓			D. Headliner: Fully insulated headliner required.
✓			E. Side Moldings: Protective side moldings required if available from factory, aftermarket moldings not acceptable.
✓			F. Front Seats: Cloth Driver and Passenger bucket seats. Driver seat power adjustments and power/manual adjustment required. Passenger seat power adjustments and power/manual lumbar adjustments if available from manufacturer. Seats shall be of heavy-duty construction (guaranteed by manufacturer not to break down for 36,000 miles). The cloth shall be either treated or of such composition as to eliminate static electricity.
✓			G. Rear Seats: Folding 60/40 split with cloth covering and with head restraint for outboard seats.
✓			H. Sun Visors: Dual, padded.
✓			I. Mirrors: Interior adjustable, day and night tab (selector type, non-glare). Dual power outside mirrors mounted on left and right sides of vehicle.
✓			J. Power Outlet: Required.
✓			K. Seat Belts: Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.
✓			L. Horn: factory horn required.
✓			M. Windshield Wipers and Washer: Multiple-speed electric with washer and intermittent or delay capability.
✓			N. Air Conditioner: Best grade factory installed air-conditioning, manually controlled, to include all items normally included in the factory package.
✓			O. Heater: A fresh air type heater with windshield defrosters shall be installed.
✓			P. Rear Window Defroster: Required.

**STATE OF NEBRASKA PURCHASING BUREAU
TEHCNICAL SPECIFICATIONS**

✓			Q. Radio: Manufacturer standard AM/FM with USB/Auxiliary Jack/CD if available from manufacturer. AM/FM stereo radio must have shielding or be equipped with a suppressor to prevent two-way radio interference.
✓			R. Bluetooth: Hands free wireless network to make and receive phone calls enabled by a push button or by voice command if available from manufacturer
✓			S. Lights: Halogen high beam headlights with low beam; back up lights; dome light. Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights. Daytime running lights not to be included, or disabled if they cannot be removed.
✓			T. Floor Coverings: Heavy Duty Vinyl w/front and rear floor mats. Required.
✓			U. Power Locks: Manufacturer's keyless remote entry power locking system. Two remote entry key fob's and three (3) sets of keys per vehicle, required.
✓			V. Power Windows: Electric power windows required.
✓			W. Power Door and Window Locks: Front and rear passenger doors shall be equipped with lever to deactivate inside door and window release or electric door and window locks controlled from only the driver's position.
✓			X. Hood Release: Inside driver's compartment.
✓			Y. Automatic Speed Control: Required.
✓			Z. Airbag: Front air bags for driver and passenger, Front seat mounted side impact driver and passenger, Front and Rear head curtain side impact airbags for all outboard seating positions.
✓			AA. Fuel Tank: Manufacturer's maximum size. State Size <u>18.6</u>
✓			BB. Undercoated: Full factory undercoating required. Extra undercoating by dealer not required unless necessary to meet factory standards.
✓			CC. Gas Cap: Inside fuel filler door release type if available. NO keyed locking type gas cap.
✓			DD. Cargo Area: Vehicles shall have a minimum of 16 cubic feet cargo capacity. Deck lid Release inside driver's compartment and I/P Ignition powered.
✓			EE. Under Hood Light: The switch being activated by the raising of the hood is required. Dealer installation is acceptable if not available from factory.
✓			FF. Dome Light: Dome light (or Courtesy light) to be centered not more than approximately 20" from top of windshield to light driver's area and controlled by rotating headlight switch to maximum position or by separate switch. This may require adding an additional light, and dealer installation is acceptable if not available from factory.
✓			GG. Cargo Light: Required.
✓			HH. Spotlight: Drivers side spotlight required.
✓			II. License Plate Brackets: Vehicle shall be equipped with front and rear license plate brackets. Required.
✓			JJ. Speedometer: Calibrated and properly geared for accuracy within two miles throughout its entire speed range when installed and operated in the vehicle. Speedometers shall read to at least 140 miles per hour. Speedometers will be checked by radar or on a dynamometer of our

**STATE OF NEBRASKA PURCHASING BUREAU
TEHCNICAL SPECIFICATIONS**

✓			choice. If the speedometer does not meet our specifications, it will be calibrated to meet the specifications at the expense of the successful bidder.
✓			KK. Lamp, Courtesy Disable, required.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. POLICE PREP PACKAGES
✓			A. Two (2) Clear/White LED Modules. Vertical mounted at a 45 degree angle to front of vehicle on push bumper. Black bezel with clear lenses. Shock and water resistant. Leads tagged as such that terminate in center console. LED's meet SAE J845, Class1 specifications. Minimum of three (3) LED in each module.
✓			B. Two (2) Clear/White LED Modules. Mounted on either side of rear license plate on a license plate bracket for two (2) light heads. Black bezel with clear lenses. Shock and water resistant. Leads tagged as such that terminate in center console. LED's meet SJ845, Class1 specifications. A minimum of three (3) LED in each module.
✓			C. 100 WATT siren speaker installed centered on push bumper with specific mounting brackets. Leads tagged as such that terminate in or near the passenger compartment.
✓			D. Setina PB 400 Push bumper with installation on front of vehicle.
✓			E. Auxiliary Battery (Dual Purpose AGM Battery) with Dual Battery Separator for accessory equipment. Installation also to include battery tray and bracket, heavy duty fuse, 1 gauge or larger cable. Indicate CCA: <u>750</u>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. ENGINE AND DRIVE TRAIN
✓			A. Engine: Minimum standards as stated in the specifications.
✓			B. Transmission: Fully automatic, heavy duty, four or six speed. To be equipped with a factory engineered and installed external oil cooler of suitable design to keep the automatic transmission fluid at an efficient temperature.
✓			C. Air Cleaner: Dry type.
✓			D. Oil Filter: Full flow throwaway type.
✓			E. Thermostat: Required as recommended for permanent-type antifreeze.

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✓			F. Radiator: Heavy duty, maximum capacity radiator. A coolant recovery system is required. Hose clamps shall be standard clamps installed by the manufacturer.
✓			G. Axle Ratio: Ratio to be recommended by manufacturer.
✓			H. Fuel Pump: May be mechanical or electric. If an electric fuel pump is installed, it must be equipped with a suppressor to prevent two-way radio interference.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. SUSPENSION AND RUNNING GEAR
✓			A. Wheelbase: Minimum standards as stated in the specifications.
✓			B. Steering: Manufacturers recommended power steering.
✓			C. Steering Wheel: Regular production model or approved deluxe wheel. Tilt steering wheel required.
✓			D. Wheels: Minimum 18-inch size designed for police work.
✓			E. Wheel Covers: Full, required if available from factory.
✓			F. Tires: Five black wall tubeless radial tires, with speed rating of V, certified for high-speed police pursuit driving to be furnished with each vehicle, required. To be manufactured by a major manufacturer and shall be factory installed. Tires shall have a 36,000-mile rating.
✓			G. Brakes: 4-wheel heavy duty disc with heavy duty front and rear calipers. Anti-Lock Braking System (ABS) only that is designed so radio transmissions do not interfere with performance of breaking system.
✓			H. Suspension: 4-wheel independent, heavy duty struts, independent multilink rear with heavy duty front and rear stabilizer bars suitable for high speed cornering.
✓			I. Stability Control System: Stability control / roll stability systems and traction control shall be furnished if available from manufacturer.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. ELECTRICAL SYSTEM
✓			A. Battery: 12 volt, heavy duty, manufacturer's maximum cold cranking power battery. A terminal post connected to the positive battery cable and capable of carrying 45 amperes shall be provided in the engine compartment. This terminal shall be in a location easily accessible from the topside of the engine compartment and near the battery. If this is not available, the positive cable may be of the type that attaches to battery

**STATE OF NEBRASKA PURCHASING BUREAU
TEHCNICAL SPECIFICATIONS**

✓			posts by means of a bolt or nut. Battery cable spring-loaded or drive-on devices are not acceptable.
✓			B. Alternator: Minimum 200 amperes. Radio noise suppression devices where applicable. Alternator shall be of the type that parts and repairs are available at authorized dealers of the make of vehicle furnished.
✓			C. Voltage Regulator: Standard, transistorized and sealed.
✓			D. Spark Plugs: Factory recommended. Double gap spark plugs will not be acceptable.
✓			E. Bonding and Grounding: All components of the vehicle necessary to prevent interference with reception of 2-way mobile radio installed in the vehicle shall be adequately bonded and grounded.
✓			F. Radio Suppression Package Required.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. MISCELLANEOUS
✓			A. All vehicles shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection.
✓			B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
✓			C. Manufacturer's standard equipment jack to comply with vehicle. The standard complement of tools such as wheel lug wrench and jack handle shall be provided, together with facilities for storage.
✓			D. Purchase orders issued from the resulting contract(s) may specify prospective delivery dates due to agency operational needs and budget; upon acceptance of purchase order Contractor agrees to abide by any such prospective delivery date.
✓			E. Non-Contract Items are items not listed on the contract, but may be needed by the ordering agency for their business needs to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line 'Non-Contract Item' line to the purchase order.
✓			F. Contractor can provide a link to price list for Non-Contract Items or catalog pricing for MSRP with corresponding discount from MSRP.
NOTES/COMMENTS:			

**STATE OF NEBRASKA PURCHASING BUREAU
TEHCNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	7. SUSTAINABILITY
✓			A. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. DELIVERY
✓			A. All vehicles shall be delivered FOB destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with a minimum of ¼ tank of gasoline. Vehicles showing lack of proper dealer pre-delivery service shall be subject to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
✓			B. After the vehicle has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. IMPORTANT Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
✓			C. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
✓			D. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
✓			E. Invoices shall describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
✓			F. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
✓			G. Motor vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
✓			H. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
NOTES/COMMENTS:			

**STATE OF NEBRASKA PURCHASING BUREAU
TEHCNICAL SPECIFICATIONS**

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YES	NO	NO & PROVIDE ALTERNATIVE	9. WARRANTY
✓			A. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards, or similar information, in order to properly activate said warranty.
✓			B. A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of 5 years, 100,000 miles rust warranty is required. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	10. SERVICE
✓			A. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
✓			B. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
✓			C. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.
✓			D. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!

**STATE OF NEBRASKA PURCHASING BUREAU
TEHCNICAL SPECIFICATIONS**

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	12. BID COMPLIANCE
✓			A. Technical specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	13. MASTER AGREEMENT TERMS AND CONDITIONS
✓			<p>A. The Master Agreement Terms and Conditions have been read and fully understood. Any exceptions with the Master Terms and Conditions have been written on the document or attached. The Master Agreement is signed and has been returned to State Purchasing Bureau before or with the first bid submitted.</p> <p>The Master Agreement Terms and Conditions is located at: http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html</p> <p>Please note that the Master Agreement Terms and Conditions are required to be signed and submitted to the State Purchasing Bureau on or before the bidder submits their first bid for the 2017 Production Model Year. Once submitted for the 2017 Production Year, the Master Agreement Terms and Conditions are valid for every bid submitted for any category of vehicle during this cycle.</p>

NOTES/COMMENTS:

2017 UTILITY POLICE INTERCEPTOR COLOR & TRIM AVAILABILITY

Utility Police Interceptor	Utility Police Interceptor	Interior Color Charcoal Black
Cloth Front Buckets / Vinyl Rear	Front – Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) Passenger – 2-way manual track (fore/aft. with manual recline) Rear – 60/40 Split Vinyl.	9W
Cloth Front Buckets / Cloth Rear	Front – Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) Passenger – 2-way manual track (fore/aft. with manual recline) Rear – 60/40 Split Cloth	FW

COLOR OFFERINGS

EXTERIOR COLOR POLICE	Order Code	Charcoal Black
		Availability
Medium Brown Metallic	BU	■
Arizona Beige Metallic Clearcoat	E3	■
Shadow Black	G1	■
Smokestone Metallic	HG	■
Kodiak Brown Metallic	J1	■
Dark Toreador Red Metallic	JL	■
Norsea Blue Metallic	KR	■
Dark Blue	LK	■
Royal Blue	LM	■
Light Blue Metallic	LN	■
Ultra Blue Metallic	MM	■
Blue Jeans Metallic	N1	■
Silver Grey Metallic	TN	■
Sterling Grey Metallic	UJ	■
Ingot Silver Metallic	UX	■
Medium Titanium Metallic	YG	■
Oxford White	YZ	■

All No Charge

VINYL WRAP COLOR TREATMENT OFFERINGS*

Vinyl Wrap Color	Accent Order Code
Police White NOTE: Not available with exterior paint Oxford White (YZ) * Accent Color Wrap for Vinyl Packages 91A, 91C, 91D	YZ

★ = New for this model year

Pete Ricketts, Governor

ADDENDUM ONE REVISED SCHEDULE OF EVENTS

Date: July 28, 2016

To: All Bidders

From: Dianna Gilliland, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Numbers 5370 OF, 5371 OF, 5372 OF, 5373 OF, 5374 OF and 5375 OF to be opened August 15, 2016 at 2:00 p.m. Central Time

New Opening Date and Time: August 19, 2016, at 2:00 p.m. Central Time

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. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

For ¾ tons, webpage links located on Page One of the technical specifications is corrected below.

ACTIVITY		DATE/TIME
1	Release Invitation to Bid	July 27, 2016
2	Last Day to Submit Written Questions	August 3, 2016
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/materiel/purchase_bureau/vendor/commodity-itb.html http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html	August 4, 2016
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	August 15, 2016 August 19, 2016 2:00 p.m. Central Time

Written answers will be provided through an addendum to be posted on the internet at http://das.nebraska.gov/materiel/purchase_bureau/vendor/commodity-itb.html http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html on or before the date shown in the Schedule of Events.

Invitation to Bid 5374 OF – The page numbering for the technical specifications is out of sequence, but there are no missing pages. Please disregard the page numbering.

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

MASTER AGREEMENT TERMS AND CONDITIONS FOR 2017 OR CURRENT PRODUCTION YEAR VEHICLE BID SEASON

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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.

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 serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to 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.

Vehicle Platform Change: A major model redesign.

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 MASTER AGREEMENT TERMS AND CONDITIONS FOR THE 2017 OR CURRENT PRODUCTION YEAR VEHICLE BID SEASON

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), will be issuing twenty-eight (28) Invitation To Bids, for the purpose of selecting qualified Contractors to provide 2017 or Current Production Year vehicles.

During this bid period, SPB will be bidding approximately half of the vehicles with a one-year renewal option included; the remainder will have a contract period from date of award through August 31, 2017. The contracts with an end date of August 31, 2017 will be rebid in 2017 to include a one-year renewal option.

SPB will be requesting bids for the following:

¾ Ton Trucks – with one year renewal option,
One Ton Trucks – with one year renewal option,
Police – with one year renewal option,
½ Ton Trucks – contract(s) will be issued through August 31, 2017,
Sedans - contract(s) will be issued through August 31, 2017,
Vans - contract(s) will be issued through August 31, 2017, and
SUVs - contract(s) will be issued through August 31, 2017.

By signing this document, the Vendor agrees to the Master Agreement Terms and Conditions contained herein and upon contract award, these terms and conditions will become a part of the contract.

ALL INFORMATION PERTINENT TO THE SPECIFIC INVITATIONS TO BID WILL BE FOUND ON THE INTERNET AT BIDDING TIME: <http://das.nebraska.gov/materiel/purchasing.html>

Master Agreement Terms and Conditions Explanation

The Master Agreement Terms and Conditions will apply to all bids submitted for the 2017 Production Year cycle. Each bidder must complete and submit a single Master Agreement Terms and Conditions prior to submitting or with their first technical bid/ITB for 2017 Production Year Vehicle cycle.

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: Dianna Gilliland
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68506

B. GENERAL INFORMATION

The Invitation To Bids (ITB) are released individually and designed to solicit bids from qualified vendors who will be responsible for providing 2017 or Current Production Year vehicles for the following groups: one ton trucks, ¾ ton trucks, ½ ton trucks, police, sedans, vans (passenger and cargo) and SUVs 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.

By signing and submitting the original Master Agreement Terms and Conditions, the vendor agrees to the State's general Master Agreement Terms and Conditions.

By signing and submitting an ITB(s) for technical bid, the vendor is responding to the technical submission.

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 the Invitation To Bids and the awarded bids, 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 contracts.

Fixed-price contracts will be awarded as a result of the Invitation to Bids.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bids are issued until a determination is announced regarding the contract awards, 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 the Invitation To Bids. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in the ITBs.

Once Contractors are preliminarily selected, as documented in the intent to award notices, the Contractors are restricted from communicating with State staff until contracts are signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for the Invitation To Bids or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize any contracts.

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 the Invitation To Bids. The Buyer will issue any clarifications or opinions regarding the Invitation To Bids 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 with the ITB Number and the specific vehicle bid description. It is preferred that questions be sent via e-mail to as.materiel purchasing@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 Dianna Gilliland, showing the total number of pages transmitted, and clearly marked with the ITB Number and the specific vehicle bid description.

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

Written answers will be provided through addendums 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 MASTER AGREEMENT TERMS AND CONDITIONS

The Master Agreement Terms and Conditions must be completed and submitted before or with the first vehicle bid submitted. To facilitate the evaluation process, one (1) original of the entire Master Agreement Terms and Conditions should be submitted.

F. SUBMISSION OF BIDS

The following describes the requirements related to bid submissions, 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.

G. IMPORTANT NOTICE LANGUAGE

The completed Master Agreement Terms and Conditions should include the completed Form A, 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.

Once contracts are awarded they will be publically posted to the Nebraska State Purchasing website: http://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php

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**

H. 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.

- I. **PRICE ADJUSTMENTS DURING CONTRACT TERM: ONLY FOR CONTRACTS WITH RENEWAL PERIOD**
The contract pricing will be held firm during the initial award period. At renewal time, if the vehicle has rolled to the next model year, a price adjustment may be requested no more than five percent (5%) of the previous price or the amount of increase for the Producer Price Index (PPI – Motor Vehicles, WPS1411), whichever is less.

However, in the event of a major vehicle platform change, a price increase of more than five percent (5%) ~~3%~~ may be considered, with supporting documentation, including past and current dealer invoices on fleet models as bid.

Any request for a price adjustment 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.

- J. **MODEL YEAR PAINT CHARTS**
When the vehicle is rolling to the next model year or when the contract is being renewed, the vendor shall provide an the current paint chart for the current model year.

- K. **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.

- L. **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.

- M. **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.

- N. **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.

- O. **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.

P. 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.

Q. 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).

R. 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.

S. 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.

T. 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.

U. EVALUATION OF BIDS

All responses to the Invitation To Bids 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:

1. 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;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the contract within the specified time frame;
4. The quality of Bidder performance on prior contracts; and
5. Such other information that may be secured and that has a bearing on the decision to award the contract.

V. 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.

W. 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:

1. The completed Master Agreement Terms and Conditions signed in ink, received by State Purchasing Bureau before or with the first vehicle bid submitted. Once submitted, the completed Master Agreement Terms and Conditions does not need to be re-submitted with each bid response for the 2017 Production year.

At each bid opening the following is required:

1. Invitation To Bid for Commodity Contract form, signed in ink; and
2. The completed Invitation To Bid document.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

The state may award to the most responsible bidder submitting the lowest base price, except the State reserves the right to split the award as follows:

1. Minimum of 70% to bidder with lowest base price.
2. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 10% of the lowest base price.
3. Lowest base price may be based on engine size/fuel type and/or life cycle cost.

(Cost of Vehicle) + ((80,000/EPA Estimated Highway MPG) x EIA Average Price Force*) *EIA Average Price for Midwest Region Regular Grade

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/>

CC. 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.

DD. 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:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. 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. MASTER AGREEMENT TERMS AND CONDITIONS

By signing the Master Agreement Terms and Conditions for the 2017 or Current Production Year, the Bidder guarantees compliance with the provisions stated in this document, agrees to the Master Terms and Conditions unless otherwise agreed to, and certifies Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Master Terms and Conditions and provide a binding signature of intent to comply with the Master Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Master 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 Master Terms and Conditions may be cause for rejection of a Bidder's bid(s). Bidders must submit the Master Agreement Terms & Conditions completed in its entirety.

The State of Nebraska will be soliciting bids for the 2017 or Current Production Year. 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 Master Agreement Terms and Conditions and the 2017 or Current Production Year Vehicle ITBs 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 Master Agreement Terms and Conditions or resulting contract(s) the Bidder's clause shall be subordinate to the Master Agreement Terms and Conditions or resulting contract(s).

A. GENERAL

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

The contracts resulting from the 2017 or Current Production Year Invitation To Bids shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Invitation To Bid form and the Contractor's Bid Response signed in ink
4. Amendments to ITB and any Questions and Answers; and
5. Completed Master Agreement Terms and Conditions, signed in ink (submitted once); and
6. 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) Master Agreement Terms and Conditions 5) Amendments to ITB and any Questions and Answers, 6) the original ITB document and any Addenda

Any ambiguity in any provision of the contracts 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:
<i>bc</i>			

The contractor, by signature to the Master Agreement Terms and Conditions and the 2017 or Current Production Year Invitation To Bids, 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:
<i>bc</i>			

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. PERFORMANCE AND DEFAULT

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

The State reserves the right to require a performance bond from the successful Bidder, as provided by law, without expense to the State. Otherwise, in case of default of the Contractor, the State may procure the articles from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

E. DRUG POLICY

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

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.

F. NE ACCESS TECHNOLOGY STANDARDS

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

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

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

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

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.

H. PERMITS, REGULATIONS, LAWS

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

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.

I. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts related to the 2017 or Current Production Year Invitation To Bids or any portion thereof.

1. 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.
2. 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.
3. The State reserves the right to award multiple contracts or to award line by line contract.

J. CONTRACTOR RESPONSIBILITY

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

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.

K. CONTRACT CONFLICTS

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

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.

L. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract(s), 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.

M. RIGHT TO AUDIT

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

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.

N. CONFLICT OF INTEREST

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

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 the 2017 or Current Production Year Invitation To Bids or the vehicle 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.

O. BID PREPARATION COSTS

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

The State shall not incur any liability for any costs incurred by Bidders in replying to the 2017 or Current Production Year Invitation To Bids, including any activity related to bidding on any of the Invitation To Bids.

P. ERRORS AND OMISSIONS

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

The Bidder shall not take advantage of any errors and/or omissions in the 2017 or Current Production Year Invitation To Bids or resulting contracts. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

Q. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract(s) 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.

R. ASSIGNMENT BY THE CONTRACTOR

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

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.

S. GOVERNING LAW

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

The contract(s) 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 2017 or Current Production Year Invitation To Bids or any resultant contract(s) 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.

T. ATTORNEY'S FEES

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

10			
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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.

U. ADVERTISING

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

The Contractor agrees not to refer to the contract award(s) 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.

V. NOTIFICATION

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

During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in the technical bid and the buyer noted in Section II Part A., Procuring Office and Contact Person, of this Master Agreement Terms and Conditions and the 2017 or Current Production Year ITBs. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract(s), all notices under the contract(s) shall be deemed duly given upon delivery to the staff designated as the point of contact for this Master Agreement Terms and Conditions and the 2017 or Current Production Year ITBs, 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 designed to receive notices.

1. 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.
2. 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.

W. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the Contractor. The Contractor shall not be relieved 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.
3. 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 the 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.

X. BREACH BY CONTRACTOR

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

The State may terminate the contract(s), in whole or in part, if the Contractor fails to perform its obligations under the contract(s) 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.

Y. ASSURANCES BEFORE BREACH

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

If any document or deliverable required pursuant to the contract(s) do not fulfill the requirements of the Intent to Bid/resulting contract(s), 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.

Z. ACCEPTANCE AND PAYMENT OF GOODS

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

AA. FORCE MAJEURE

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

BB. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

CC. PAYMENT

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

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.

DD. INVOICES

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

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.

EE. TAXES

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

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.

FF SEVERABILITY

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

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.

GG. PROPRIETARY INFORMATION

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

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.

HH. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

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.

II. PRICES

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

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 Request for Proposal is cancelled.

Prices quoted on the Invitation to Bid shall remain fixed from date of award and are to be net, including transportation and delivery charges fully prepaid by the bidder F.O.B. destination as specified within a 200 mile radius of Lincoln. A drop shipment charge outside the 200 mile radius of Lincoln must be clearly noted on the Invitation to Bid.

The contract pricing will be held firm during the initial award period. At renewal time, if the vehicle has rolled to the next model year, a price adjustment may be requested. A price increase request of more than 5% will not be accepted.

However, in the event of a major vehicle change, a price increase of more than 5% may be considered, with supporting documentation.

The State will be given full proportionate benefit of any price decrease during the term of the contracts. 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 contracts, 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 contracts and all prices in addition, which the Contractor may charge under the terms of the contracts, 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 periods unless specifically allowed by these specifications.

JJ. ETHICS IN PUBLIC CONTRACTING

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

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 contracts. 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 contracts 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 Master Agreement Terms and Conditions and the 2017 or Current Production Year Invitation To Bids, they may forfeit the contract(s) awarded to them or be disqualified from the selection process.

KK. INDEMNIFICATION

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

1. 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.

2. 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.

3. 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.

LL. ANTITRUST

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

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

MM. EMPLOYEE WORK ELIGIBILITY STATUS

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

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:

1. 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.

2. 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.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract(s) terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IV. SCOPE OF WORK

A. SCOPE

It is the intent of this Master Agreement Terms and Conditions and future bid invitations to establish contracts to supply 2017 or Current Production Year vehicles for the following groups:

¾ Ton Trucks – with one year renewal,
One Ton Trucks – with one year renewal,
Police – with one year renewal,
½ Ton Trucks – contract(s) will be issued through August 31, 2017,
Sedans - contract(s) will be issued through August 31, 2017,
Vans - contract(s) will be issued through August 31, 2017, and
SUVs - contract(s) will be issued through August 31, 2017.

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 2017 or Current Production Year vehicles for the following groups: one ton trucks, ¾ ton trucks, ½ ton trucks, police, sedans, vans (passenger and cargo) and SUVs.

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.

The One ton, ¾ ton and ½ ton trucks, complete with enclosed cabs, furnished under the respective specifications shall be the latest model standard production units, offered to the general trade, equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory. "Stripped" truck versions are specifically excluded.

Engine bores, main bearings, connecting rod bearings and wrist pins shall not exceed the manufacturer's established size tolerances.

All vehicles offered must meet or exceed the minimum specifications. It is intended the manufacturer will build the vehicle to specifications and the selling or servicing dealer will be required only to perform the normal pre-delivery service and no be required to modify, alter, exchange, assemble, install or paint various components to the specifications.

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 periods, the State of Nebraska reserves the right to amend the contracts to include the new product.

D. ACCEPTABLE MODELS

All vehicles that meet or exceed the specifications may be bid at invitation time.

E. ANNUAL USAGE

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 contracts. Vendors shall not impose minimum order requirements.

Listed below are the approximate units to be purchased. These amounts are estimates only; and the actual quantity ordered will vary. These estimates are based on last year's contract usage for the State of Nebraska as a whole, including the vehicles purchased by political subdivisions of the State of Nebraska.

- A. Sedans – 170
- B. Van - 80
- C. Trucks – 346
- D. Police – 297
- E. SUV's – 64

An estimated 957 vehicles may be purchased from the State of Nebraska contracts for the 2017 production year.

F. DELIVERY

Between 9:00 AM and 3:00 PM, daily except Saturday, Sunday and holidays, AFTER SERVICING AND READY TO DRIVE, with not less than ¼ tank of gasoline. Deliveries desired prior to 120 days after receipt of order; quoted deliveries beyond 120 days are an award consideration. All deliveries shall be scheduled with agency representative.

Odometer mileage:

1. Within a 200-mile radius of Lincoln – less than 200 miles on odometer
2. Outside the 200-mile radius of Lincoln – less than 450 miles on odometer (Scottsbluff is 398 miles outside of Lincoln)

Vehicles will not be accepted if all paper work is not with the vehicle at time of delivery. Dealer still owns the vehicles until buyers sign all required paper work.

G. MODEL YEAR ORDER CUT-OFF DATES; FOR THOSE CONTRACTS WITHOUT ONE YEAR RENEWAL OPTION

Model Year Order Cut-Off is defined by State Purchasing Bureau (SPB) as the last day on which Contractor will accept a purchase order for an awarded model due to manufacturer production scheduling

The vendor is to provide with their bid the model year cut-off date, if the date is available. If the date is not available at the time of bidding, the awarded vendor/Contractor and associated manufacturer should **immediately notify AS/Materiel Division, through the State Purchasing Bureau buyer once the date is available.** Failure to provide model year cut-off date information may result in **may result in a breach of contract.**

Send MODEL YEAR ORDER CUT-OFF DATES via email to:

Nebraska State Purchasing Bureau
Dianna Gilliland, Buyer
Dianna.gilliland@nebraska.gov

Model Year Order Cut-Off Dates will be shared by SPB with state agencies as an aid to planning agency purchases against the contract(s). The Model Year Order Cut-Off date does not change the awarded contract period and does not terminate the contract. The Contractor and Manufacturer have the option to offer the next model year vehicle that is acceptable under the terms and conditions of the contract award at the contracted price.

The contract period will be from date of award through AUGUST 31, 2017 or until the SPB Buyer terminates the contract. Upon receipt by SPB Buyer of the Model Year Order Cut-Off Dates, SPB may formally request the Contractor, upon Contractor's agreement, seek permission through the manufacturer to exercise the option of providing the next available model year as an equivalent product rollover through July 31, 2017 at the contracted price.

Absent such permission from the manufacturer, the State will cease to purchase from the contract and the contract will remain dormant or in suspension until final expiration date.

In the event that a manufacturer re-opens production lines or will resume accepting order for the model year awarded after a published Model Year Cut-Off Date, the State will resume purchasing against contract.

H. ENVIRONMENTAL PROTECTION AGENCY (EPA) HIGHWAY MILEAGE

Provide separate, when available, EPA highway mileage (Gas and E85) rates from the Fuel Economy Guide: www.fueleconomy.gov

I. FACTORY INSTALLATION

If manufacturer has requirements available from factory, then item must be FACTORY-INSTALLED; if factory installation is not available, then it must be noted as a dealer-installation and an alternative.

Trucks shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel systems, engine, and accessories, and to possess the capability of operating of lead-free gasoline and gasohol/ethanol.

All vehicles shall comply with all current provisions of the National Traffic and Motor Vehicles Safety Act, and applicable provisions of the USEPA Emissions Standards.

A separate bid is requested if the manufacturer is producing fuel-flexible E85 motor vehicles (units capable of operation on a fuel mixture of up to 85% Ethanol/15% Unleaded Gasoline without additional change or conversion). A SEPARATE CONTRACT MAY BE AWARDED.

J. NON-CONTRACT ITEMS

Items not listed on the contract, but may be needed by the ordering agency for their business needs, may add these items to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line "Non-Contract Item" line added to the purchase order.

K. POTENTIAL RECALL OR MANUFACTURER INITIATED CUSTOMER SERVICE ACTION/NOTIFICATION REQUIREMENTS

The vendor shall be responsible for accessing potential recall notices from the National Highway Traffic Safety Administration (NHTSA), as well as any manufacturer initiated customer service actions prior to delivering the vehicles to the state agency location. If a recall or customer service action is found for the vehicle being delivered to the state agency, the vendor should, to the best of their ability, complete the necessary action(s) prior to the delivery. If the vendor is unable to address the required recall or customer service action(s) prior to delivery, the contractor must inform the ordering state agency of the "open" recall or customer service action upon delivery. The vendor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.

L. BID SIGNATURES

Bids must be signed in ink by the bidder on the State of Nebraska's Contract Invitation to Bid form. FAILURE TO INCLUDE THIS FORM SIGNED IN INK WILL BE CAUSE FOR REJECTION OF THE CONTRACT INVITATION TO BID RESPONSE.

M. CERTIFICATE OF TITLE

Vendor shall provide a certificate of title for each vehicle purchased that is free and clear of any lien, security interest, or encumbrance of any kind. The vendor shall indemnify, defend, and hold harmless the State of Nebraska from any claim, litigation or loss to the certificate of title.

V. INVITATION TO BID - GENERAL SPECIFICATIONS

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.

A. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read all specifications carefully. Any and all exceptions to the 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.
Y			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.
X			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 as.materielpurchasing@nebraska.gov 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:			

B. WITHDRAWAL OF BID

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The vendor is responsible for reviewing their bid(s) before submission for accuracy and completeness, to include price. The vendor may without penalty withdraw their bid within five (5) business days of bid opening by notifying the SPB Buyer in writing.
NOTES/COMMENTS:			

C. SUSTAINABILITY

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

D. MOTOR VEHICLE INDUSTRIES REGULATION ACT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. All Bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, § Chapter 60, Article 14 at time of bid. Bids will only be accepted from Bidders who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14. Nebraska Dealer License Number: <u>DL-03970</u>
NOTES/COMMENTS:			

E. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
NOTES/COMMENTS:			

F. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The vendor shall, upon request by the State of Nebraska, provide an annual usage report for the contract(s) by state agencies, boards and commissions, including political sub-divisions of the State of Nebraska. Information will include contract number, agency or political sub-division name, units purchased 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

X			contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.
NOTES/COMMENTS:			

G. DELIVERY AFTER RECEIPT OF ORDER

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. All vehicles shall be delivered FOB Destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with a minimum of ¼ tank of gasoline in the tank. Vehicles showing lack of proper dealer pre-delivery service shall be subjected to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
X			2. After the truck has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. IMPORTANT Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
X			3. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
X			4. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
X			5. Invoices shall describe the truck, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
X			6. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
X			7. Trucks that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
X			8. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
NOTES/COMMENTS:			

H. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>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.</p> <p>Once contracts are awarded, purchase orders issued by ordering agencies should include vehicle description, number of units ordering, shipping and billing location, agency delivery contact name and phone number and related information.</p>
X			<p>2. Contractor is to provide manufacturer's order number to the purchasing agency or political sub-division within five (5) business days after the purchase order is received. Vehicle invoices or supporting documentation accompanying the invoices should include a hard copy, bar-coded version of the Vehicle Information Number (VIN) for each vehicle.</p>
NOTES/COMMENTS:			

I. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>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 the bid invitations. 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.</p>
NOTES/COMMENTS:			

J. PRICES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. Price quoted shall be unit price and shall be firm for the duration of the contract 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 within a 200 mile radius. A drop shipment charge outside the 200 mile radius of Lincoln must be clearly noted on the ITB. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.</p> <p>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>

NOTES/COMMENTS:

K. AUTHORIZED DEALER

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
NOTES/COMMENTS:			

L. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards or delayed warranty forms with manufacturer mailing information in order to properly activate said warranty.
X			2. A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of 5 years, 100,000 miles rust warranty is required. Indicate standard manufacturer's warranties. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different and noted if different than requested.
NOTES/COMMENTS:			

M. SERVICE

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.

X			2. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
X			3. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.
X			4. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!
X			5. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
X			6. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
NOTES/COMMENTS:			

N. SUBSTITUTIONS

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

O. SECRETARY OF STATE REGISTRATION REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	*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.
X			<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 http://das.nebraska.gov/materiel/purchasing.html</p>

X			<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>
X			2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).
X			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 is provided within bid submission documents.
X			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 will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

P. INDIVIDUAL VEHICLE TECHNICAL SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	1. INDIVIDUAL VEHICLE TECHNICAL SPECIFICATIONS
X			1. Vehicle technical specifications will be attached to each individual Invitation to Bid (ITB). It is the bidder's responsibility to make sure all ITB's submitted are complete.
NOTES/COMMENTS:			

Form A
Bidder Contact Sheet
Master Agreement Terms and Conditions

Form A should be completed and submitted with the Master Terms and Conditions. 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:	Anderson Ford
Bidder Address:	2500 Wildcat Dr. Lincoln, NE 68521
Contact Person & Title:	Bobby Colclasure - Fleet Director
E-mail Address:	bobbyc@andersonautogroup.com
Telephone Number (Office):	402-458-9800
Telephone Number (Cellular):	402-617-4521
Fax Number:	N/A

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:	SAME
Contact Person & Title:	"
E-mail Address:	"
Telephone Number (Office):	"
Telephone Number (Cellular):	"
Fax Number:	"

Pete Ricketts, Governor

ADDENDUM TWO QUESTIONS AND ANSWERS

Date: August 4, 2016

To: All Bidders

From: Dianna Gilliland, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 5370 OF, 5371 OF, 5372 OF, 5373 OF, 5374 OF
and 5375 OF to be opened August 19, 2016 at 2:00 p.m. Central Time

No Questions were received for ITB 5370 OF, 5371 OF, 5372 OF, 5373 OF, 5374 OF and 5375 OF.

This addendum will become part of the bid and should be acknowledged with the ITB.

Pete Ricketts, Governor

ADDENDUM ONE REVISED SCHEDULE OF EVENTS

Date: July 28, 2016

To: All Bidders

From: Dianna Gilliland, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Numbers 5370 OF, 5371 OF, 5372 OF, 5373 OF, 5374 OF and 5375 OF to be opened August 15, 2016 at 2:00 p.m. Central Time

New Opening Date and Time: August 19, 2016, at 2:00 p.m. Central Time

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. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

For ¾ tons, webpage links located on Page One of the technical specifications is corrected below.

ACTIVITY		DATE/TIME
1	Release Invitation to Bid	July 27, 2016
2	Last Day to Submit Written Questions	August 3, 2016
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/materiel/purchase_bureau/vendor/commodity-itb.html http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html	August 4, 2016
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	August 15, 2016 August 19, 2016 2:00 p.m. Central Time

Written answers will be provided through an addendum to be posted on the internet at http://das.nebraska.gov/materiel/purchase_bureau/vendor/commodity-itb.html http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html on or before the date shown in the Schedule of Events.

Invitation to Bid 5374 OF – The page numbering for the technical specifications is out of sequence, but there are no missing pages. Please disregard the page numbering.

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

Pete Ricketts, Governor

July 27, 2016

Dear Prospective Bidder:

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

ITB Number/Commodity: 5370 OF Police Full Size Sedan, Front Wheel Drive or All Wheel Drive
5371 OF Police Full Size Sedan, Rear Wheel Drive or All Wheel Drive
5372 OF Police Large Special Service Vehicle (SSV) Four Wheel Drive or
All Wheel Drive 5 Passenger
5373 OF Large Police Package Vehicle (PPV) Two Wheel Drive or Four
Wheel Drive 5 Passenger
5374 OF Police Midsize Utility Vehicle All Wheel Drive 5 Passenger
5375 OF Police ½ Ton Crew Cab 4x4 4 Door Special Service Vehicle (SSV)
Truck

Opening Date: August 15, 2016; 2:00 p.m. Central Time
Buyer: Dianna Gilliland

Copies of 5370 OF, 5371 OF, 5372 OF, 5373 OF, 5374 OF, and 5375 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 August 15, 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 or 402-471-2089.

Sincerely,



Dianna Gilliland, 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

Date	7/27/16	Page	1 of 7
Solicitation Number	5374 OF		
Opening Date and Time	08/15/16	2:00 pm	
Buyer	DIANNA GILLILAND (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 2017 OR CURRENT PRODUCTION YEAR POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

(ka 7/20/16)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	POLICE MIDSIZE UTILITY VEHICLE AWD 5 PASSENGER	1.0000	EA	_____	_____
	2017 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER				
	Minimum Wheelbase: 112.6"				
	Minimum Engine Size: 3.7L				
	Minimum Tire Size: 18"				
	Make: _____				

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 _____

State of Nebraska - INVITATION TO BID CONTRACT

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

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DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
------	-------------	----------	-----------------	------------	----------------

Model: _____

Series, Code, Trim Level: _____

Engine: _____

EPA: _____

Delivery time after receipt of order (number/days): _____

MSRP as bid: _____

The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

Disregard the Qty and Unit of Measure on the Invitation to Bid. Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.

2	E85 POLICE MIDSIZE UTILITY VEHICLE AWD 5 PASSENGER	1.0000	EA	_____	_____
----------	---	---------------	-----------	-------	-------

2017 or Current Production Year E85 POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER

A separate bid is requested if the manufacturer is producing alternative fuel motor vehicles. A SEPARATE CONTRACT MAY BE AWARDED.

E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)

Engine: _____

Make: _____

Model: _____

GVWR: _____

Series, Code, Trim Level: _____

EPA: _____

Delivery time after receipt of order (number/days): _____

MSRP as bid: _____

State of Nebraska - INVITATION TO BID CONTRACT

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DESTINATION OF GOODS
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INVITATION

Line	Description	Quantity	Unit of Measure
	<p>The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.</p> <p>Disregard the Qty and Unit of Measure on the Invitation to Bid. Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.</p> <p>OPTIONS</p> <p>THE OPTIONS SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS THAT ARE EXCEPTIONS TO SPECIFICATION AND MUST BE FACTORY INSTALLED. QUOTES MUST BE FURNISHED IF AVAILABLE FOR ITEMS LISTED BELOW, IF NOT INCLUDED AS STANDARD EQUIPMENT OR REQUIRED IN MAIN PART OF THIS SPECIFICATION.</p> <p>ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED. (EXAMPLE: UNITS ORDERED WITH AIRBAGS MAY NOT BE AVAILABLE WITH A TILT WHEEL AND AUTOMATIC SPEED CONTROL)</p>		
3	ENGINE (OTHER)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: _____		
	STATE ENGINE SIZE: _____		
	UNIT PRICE CALCULATED ON LINE 2: _____		
	STATE ENGINE SIZE: _____		
4	CLOTH REAR SEATS (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (_____)		
	UNIT PRICE CALCULATED ON LINE 2: (_____)		
5	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER POWER CONTROLLED SEAT, IF AVAILABLE FROM MANUFACTURER.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: _____		
	UNIT PRICE CALCULATED ON LINE 2: _____		

State of Nebraska - INVITATION TO BID CONTRACT

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INVITATION

Line	Description	Quantity	Unit of Measure
6	COURTESY LAMP INOPERABLE (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (_____)		
	UNIT PRICE CALCULATED ON LINE 2: (_____)		
7	STANDARD PAINT. ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: _____		
	UNIT PRICE CALCULATED ON LINE 2: _____		
8	EXTRA COST PAINTS. ATTACH LIST AND IDENTIFY AS EXTRA COST PAINTS.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: _____		
	UNIT PRICE CALCULATED ON LINE 2: _____		
9	ALL WHEEL DRIVE (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (_____)		
	UNIT PRICE CALCULATED ON LINE 2: (_____)		
10	SECOND POWER OUTLET	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: _____		
	UNIT PRICE CALCULATED ON LINE 2: _____		
11	DEEP TINT GLASS (ALL EXCEPT WINDSHIELD AND FRONT DOORS)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: _____		
	UNIT PRICE CALCULATED ON LINE 2: _____		
12	DRIVER SIDE SPOTLIGHT (DEDUCT)	1.0000	EA

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INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED ON LINE 1: (_____)		
	UNIT PRICE CALCULATED ON LINE 2: (_____)		
13	DUAL SIDE SPOTLIGHT	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: _____		
	UNIT PRICE CALCULATED ON LINE 2: _____		
14	DOME LIGHT (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (_____)		
	UNIT PRICE CALCULATED ON LINE 2: (_____)		
15	UNDER HOOD LIGHT (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (_____)		
	UNIT PRICE CALCULATED ON LINE 2: (_____)		
16	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA. ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	1.0000	MI
	UNIT PRICE CALCULATED ON LINE 1: _____		
	UNIT PRICE CALCULATED ON LINE 2: _____		
17	VERTICAL MOUNTED TWO (2) CLEAR/WHITE LED MODULES. MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (_____)		
	UNIT PRICE CALCULATED ON LINE 2: (_____)		

State of Nebraska - INVITATION TO BID CONTRACT

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INVITATION

Line	Description	Quantity	Unit of Measure
18	TWO (2) CLEAR/WHITE LED MODULES. MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHTHEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (_____)		
	UNIT PRICE CALCULATED ON LINE 2: (_____)		
19	100 WATT SIREN SPEAKER INSTALLED CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (_____)		
	UNIT PRICE CALCULATED ON LINE 2: (_____)		
20	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (_____)		
	UNIT PRICE CALCULATED ON LINE 2: (_____)		
21	AUXILIARY BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATER FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: (_____)		
	UNIT PRICE CALCULATED ON LINE 2: (_____)		
22	CLASS III TRAILER TOWING WITH TRAILER LIGHTING CONNECTORS. FACTORY OR DEALER INSTALLED.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: _____		

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	7/27/16	Page	7 of 7
Solicitation Number	5374 OF		
Opening Date and Time	08/15/16	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

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

INVITATION

Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED ON LINE 2: _____		
23	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: _____		
	UNIT PRICE CALCULATED ON LINE 2: _____		
24	BLUETOOTH: HANDS FREE WIRELESS NETWORK TO MAKE AND RECEIVE PHONE CALLS ENABLED BY A PUSH BUTTON OR BY VOICE COMMAND. FACTORY OR DEALER INSTALLED.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: _____		
	UNIT PRICE CALCULATED ON LINE 2: _____		
25	SPOTLIGHT: WHITE LED LIGHTING FACTORY OR DEALER INSTALLED.	1.0000	EA
	UNIT PRICE CALCULATED ON LINE 1: _____		
	UNIT PRICE CALCULATED ON LINE 2: _____		