



Lancaster County, Nebraska



C-18-0349

REQUISITION FORM

All Fields Are Required - Do Not Exceed 1 Vendor per Requisition

Name, Email, & Phone of Person requisitioning:			Ron Bohaty, Rbohaty@Lancaster.ne.gov , 402-441-7775			Date Prepared:		6/21/18	
Name, Email, & Phone of Contact Person for PO:			Ron Bohaty, Rbohaty@Lancaster.ne.gov , 402-441-7775			Date Requested:		6/21/18	
Agency & Delivery Address:			Lancaster County Engineering, 444 Cherrycreek Rd, Building B, Lincoln, NE 68528			Date Revised (if any):			
Agency & Billing Address:			Lancaster County Engineering, 444 Cherrycreek Rd, Building B, Lincoln, NE 68528			For Budget Year:		2018	
Proposed Vendor/s:			Kraftsman INC. 10051 US Hwy 64E, Ramseur NC 27316-8699			Contract / Bid Number:		14062 OC	
Fund #:	022	Agency #:	703	Org. #:	7032	PO Number (*Purchasing):			
OBJ CODE	DESCRIPTION					QTY	UNIT	UNIT PRICE	EXT. PRICE
67425	Triple axle tilt bed trailer, Kraftsman HPT25T, 25 Ton capacity					1	each	\$31,500.00	\$31,500.00
	Pricing and specifications are from State of Nebraska contract 14062 OC								
								Total Price	\$31,500.00

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

Ron Bohaty
Office / Agency / or Department Head

6/21/2018
Date

Email a copy of the completed & signed requisition to City/County Purchasing Division. Originals are not needed.



Lancaster County, Nebraska

REQUISITION FORM

All Fields Are Required - Do Not Exceed 1 Vendor per Requisition



Name, Email, & Phone of Person requisitioning:		Ron Bohaty, Rbohaty@Lancaster.ne.gov , 402-441-7775			Date Prepared:	6/21/18		
Name, Email, & Phone of Contact Person for PO:		Ron Bohaty, Rbohaty@Lancaster.ne.gov , 402-441-7775			Date Requested:	6/21/18		
Agency & Delivery Address:		Lancaster County Engineering, 444 Cherrycreek Rd, Building B, Lincoln, NE 68528			Date Revised (if any):			
Agency & Billing Address:		Lancaster County Engineering, 444 Cherrycreek Rd, Building B, Lincoln, NE 68528			For Budget Year:	2018		
Proposed Vendor/s:		Kraftsman INC. 10051 US Hwy 64E, Ramseur NC 27316-8699			Contract / Bid Number:	14062 OC		
Fund #:	022	Agency #:	703	Org. #:	7032	PO Number (*Purchasing):		
<u>OBJ CODE</u>	<u>DESCRIPTION</u>				<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXT. PRICE</u>
67425	Triple axle tilt bed trailer, Kraftsman HPT25T, 25 Ton capacity				1	each	\$31,500.00	\$31,500.00
	Pricing and specifications are from State of Nebraska contract 14062 OC							
							<u>Total Price</u>	<u>\$31,500.00</u>

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

Ron Bohaty
 Office / Agency / or Department Head

6/21/2018
 Date

Email a copy of the completed & signed requisition to City/County Purchasing Division. Originals are not needed.

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
14062 OC

PAGE 1 of 1	ORDER DATE 07/03/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 2127648	
VENDOR ADDRESS: KRAFTSMAN INC 10051 US HIGHWAY 64 E RAMSEUR NC 27316-8699	

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

JULY 28, 2017 THROUGH JULY 27, 2018

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

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

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 4692 OF

Contract to supply and deliver Triple Axle Tilt Bed Trailer to the State of Nebraska as per the attached specifications for the contract period July 28, 2017 through July 27, 2018. The contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Matthew Kaufman
Phone: 336-824-1114
Fax: 336-824-1195
E-Mail: mkaufman@kraftsmantrailer.com

This is the third renewal of this contract as amended. (vc 07/03/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	TRIPLE AXLE TILT BED TRAILER	4.0000	EA	31,500.0000
	MAKE: Kraftsman			
	MODEL: HPT25T			

7/6/17
PL AS BP
7/5/2017
BUYER
MATERIEL ADMINISTRATOR

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
14062 OC

PAGE 1 of 1	ORDER DATE 06/28/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 2127648	
VENDOR ADDRESS: KRAFTSMAN INC 10051 US HIGHWAY 64 E RAMSEUR NC 27316-8699	

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

JULY 28, 2016 THROUGH JULY 27, 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 4692 OF

Contract to supply and deliver Triple Axle Tilt Bed Trailer to the State of Nebraska as per the attached specifications for the contract period July 28, 2016 through July 27, 2017. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Matthew Kaufman
Phone: 336-824-1114
Fax: 336-824-1195
E-Mail: mkaufman@kraftsmantrailer.com

This is the second renewal of this contract as amended. (fc 06/28/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	TRIPLE AXLE TILT BED TRAILER	4.0000	EA	31,500.0000
	MAKE: Kraftsman			
	MODEL: HPT25T			

6/29/16
PK 15 BO
6/29/2016
RENE A. BOTTS BUYER
7/6/16
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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

PAGE 1 of 3	ORDER DATE 06/22/15
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2127648	
VENDOR ADDRESS: KRAFTSMAN INC 10051 US HIGHWAY 64 E RAMSEUR NC 27316-8699	

CONTRACT NUMBER
14062 OC

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

JULY 28, 2015 THROUGH JULY 27, 2016

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

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.

Original Bid Document 4692 OF

Contract to supply and deliver Triple Axle Tilt Bed Trailer to the State of Nebraska as per the attached specifications for the contract period July 28, 2015 through July 27, 2016. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

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 mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor 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 notice if contractor becomes debarred during the term of this contract.

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/lb403/attestation_form.pdf>
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.

6/23/15
PL AD BP (Dianna Gilliland) 6:43:15
BUYER 6/23/15
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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

PAGE 2 of 3	ORDER DATE 06/22/15
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2127648	

CONTRACT NUMBER
14062 OC

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

The contract resulting from the Invitation to Bid 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 signed Invitation to Bid form and the Contractor's bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

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

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Matthew Kaufman
Phone: 336-824-1114
Fax: 336-824-1195
E-Mail: mkaufman@kraftsmantrailer.com

This is the first renewal of this contract as amended. (bl 06/22/15)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	TRIPLE AXLE TILT BED TRAILER	4.0000	EA	31,500.0000
	MAKE: Kraftsman			
	MODEL: HPT25T			


BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

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 alterations 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.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

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.

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.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

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.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand 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.

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 judgement of the State Purchasing Director, 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 specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. 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.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- 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.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident 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.

NONDISCRIMINATION- 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder 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.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

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

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14062 OC

PAGE 1 of 3	ORDER DATE 07/28/14
BUSINESS UNIT 9000	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 2127648	
VENDOR ADDRESS: KRAFTSMAN INC 10051 US HIGHWAY 64 E RAMSEUR NORTH CAROLINA 27316-8699	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

JULY 28, 2014 THROUGH JULY 27, 2015

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

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.

Original/Bid Document 4692 OF

Contract to supply and deliver Triple Axle Tilt Bed Trailer to the State of Nebraska as per the attached specifications for the contract period July 28, 2014 through July 27, 2015. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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 mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor 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 notice if contractor becomes debarred during the term of this contract.

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/lb403/attestation_form.pdf
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 require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Teresa Fleming 7/28/14 11:30 AM
BUYER
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 2 of 3	ORDER DATE 07/28/14
BUSINESS UNIT 9000	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 2127648	

CONTRACT NUMBER
14062 OC

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

The contract resulting from the Invitation to Bid 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;
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4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

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

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Matthew Kaufman
 Phone: 336-824-1114
 Fax: 336-824-1195
 E-Mail: mkaufman@kraftsmantrailer.com

(b) 07/28/14

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	TRIPLE AXLE TILT BED TRAILER	4.0000	EA	31,500.0000
	MAKE: Kraftsman			
	MODEL: HPT25T			


 BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. Erasures and alterations 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.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

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.

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.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

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.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand 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.

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 judgement of the State Purchasing Director, 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 specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. 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.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- 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.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident 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.

NONDISCRIMINATION- 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder 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.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

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

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004



10051 US Hwy. 64 E. Phone: 336-824-1114
Ramseur, NC 27316 Fax: 336-824-1195
Email: sales@kraftsmantrailer.com
Web: kraftsmantrailersales.com

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Prepared for:

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

Solicitation #: 4692OF – Bid #2

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-6500
Fax: 402-471-2089

Date	4/21/14	Page	1 of 4
Solicitation Number	4692 OF		
Opening Date and Time	05/12/14	2:00 pm	
Buyer	TERESA FLEMING (AS)		

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

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 Triple Axle Tilt Bed Trailer 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 four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

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 mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor 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 notice if contractor becomes debarred during the term of this contract.

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/lb403/attestation_form.pdf>
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 require 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 terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

No Bid Respond: () Remove From Class-Item OR () Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 0 DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within 180 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Matthew D. Kaufman
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR#

VENDOR:

Address:

Kraftsman, Inc.
10051 US Hwy 64 E.
Ramseur, NC 27316

Contact

Telephone

Facsimile

Email

Matthew Kaufman 1114
(336) 824-1114
(336) 824-1195
mkaufman@kraftsmantrailer.com

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-6500
Fax: 402-471-2089

Date	4/21/14	Page	2 of 4
Solicitation Number	4692 OF		
Opening Date and Time	05/12/14	2:00 pm	
Buyer	TERESA FLEMING (AS)		

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

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor's bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

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

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

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

State Statute 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked "yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a)

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, NE 68509-4847
 Telephone: 402-471-6500
 Fax: 402-471-2089

Date	4/21/14	Page	3 of 4
Solicitation Number	4692 OF		
Opening Date and Time	05/12/14	2:00 pm	
Buyer	TERESA FLEMING (AS)		

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

of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

IMPORTANT NOTICE: Pursuant to § 84-602, all state contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 WILL BE POSTED FOR PUBLIC VIEWING.

(b) 04/18/14)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. **PLEASE READ CAREFULLY!**

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.

<http://www.das.state.ne.us/material/purchasing/purchasing.html>

Bid Tabulations are available on the internet at <http://www.das.state.ne.us/material/purchasing/bidtabs.htm>

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	TRIPLE AXLE TILT BED TRAILER	4.0000	EA	\$ <u>31,500.00</u>	\$ <u>126,000.00</u>
	MAKE: <u>Kraftsman</u>				
	MODEL: <u>HT25T</u>				

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

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 alterations 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.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

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.

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.

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AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

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NONDISCRIMINATION- 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder 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.

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NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

**Terms and Conditions for Triple Axle Tilt Bed Trailer
4692 OF**

T05T-14

EAMS-T05

SCOPE

THE Triple Axle Tilt Bed Trailer SHALL BE THE LATEST CURRENT MODEL OF PROVEN PERFORMANCE AND UNDER STANDARD PRODUCTION BY THE MANUFACTURER AND IS TO BE OF STANDARD DESIGN, COMPLETE AS REGULARLY ADVERTISED AND MARKETED INCLUDING ALL SPECIFIED ACCESSORIES, TOOLS AND SPECIAL FEATURES. All necessary parts for satisfactory operation of the equipment whether or not they may be specifically mentioned below. Complete detailed specifications and advertising data sheets with cuts or photographs should be attached to the invitation to bid on the IDENTICAL equipment proposed, ANY INFORMATION NECESSARY TO SHOW COMPLIANCE WITH THESE SPECIFICATIONS, IN ADDITION TO INFORMATION GIVEN ON ADVERTISING DATA SHEETS, SHOULD BE SUPPLIED IN WRITING AND ATTACHED TO THE BID DOCUMENT. The Triple Axle Tilt Bed Trailer must meet or exceed the following requirements.

PERIOD OF CONTRACT

Contract to supply and deliver Triple Axle Tilt Bed Trailer to the State of Nebraska as per the attached specifications and terms and conditions for a one (1) year period beginning from date of contract award with the option to renew for four (4) additional one (1) year periods when mutually agreeable with 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.

RIGHTS

The State reserves the right to waive technicalities; reject any or all bids, wholly or in part; and 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. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

POLITICAL SUB-DIVISIONS

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. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

SECRETARY OF STATE

Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded 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 expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

T05T-14

AWARD

All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provision of State Statute Section 81-161, R.R.S 1943. The State reserves the right to reject any or all bids, wholly or in part and 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.

NON-COMPLIANCE STATEMENT

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any non-compliance may void your bid. Non-compliance to any single specification may void your bid.

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.

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 request for 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).

SUBSTITUTIONS

The vendor will not substitute any item that has been awarded without prior approval of State Purchasing Bureau.

CUSTOMER SERVICE

The vendor shall list the name, phone number and e-mail address of the customer service representative who will be assigned to service the State of Nebraska's account:

Customer Service Rep: Matthew D. Kaufman
Phone Number: (336) 824-1114
Email Address: mkaufman@craftsmantrailer.com

ESTIMATED USAGE

Quantities shown are estimated only and are not to be construed as firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown. The Solar Powered Trailer Mounted Arrow Board will be ordered on an as-needed basis with no minimum order requirements.

REVISIONS

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

AMENDMENT

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

TERMINATION

This contract may be terminated at any time upon the mutual consent of the parties, or by the State of Nebraska with or without cause and/or consent upon thirty (30) days written notice.

ORDERS/INVOICES

The ordering entity will submit their orders directly to the contractor on an as needed basis, using their own standard purchase order form. Orders may be placed by phone, fax, mail, or Internet (if available). All orders must be assigned a purchase order number, and the purchase order must be referenced on the invoice. All invoices are to be sent to the address shown on the purchase order.

T05T-14

BREACH OF CONTRACT

Failure to conform to the Specifications and Terms and Conditions constitutes a breach of this contract, and the State may reject the entire order or any part thereof and may recover the expenses and/or damages of such breach. The State of Nebraska may, also at its discretion, terminate the contract immediately upon written notice to the contractor and/or pay the contractor only for such performance as has been properly completed and is of use to the State and contract for provision of the services required to complete this contract and hold the contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowable by law.

AUTHORIZED DEALER

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.

DELIVERY

Delivery is to be between 9:00 AM and 3:00 PM (CST), Monday through Friday (excluding State holidays and/or as otherwise directed).

The Department of Roads requires 24-hour advance notice of delivery to Fleet Management at (402) 479-4319 or 4323. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the contractor will immediately notify the buyer at the Department of Roads of the expected delivery date. The order may be canceled if the delivery date is unsatisfactory, and the State may procure item(s) from other sources and the contractor may be held responsible for any/all excess cost. Deliveries quoted beyond 60 days may be an award consideration.

At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip". This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage. Deliveries must be clearly marked with the purchase order number.

Units are to be bid F.O.B. Destination for delivery at 5001 South 14th Street, Lincoln, Nebraska.

**Specifications for Triple Axle Tilt Bed Trailer
4692 OF**

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.

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

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRICE
X			Price quoted shall be unit price and shall be firm for ninety (90) days from date of an award and are to be net, including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as 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.
NOTES/COMMENTS: _____ _____			

T05T-14

YES	NO	NO & PROVIDE ALTERNATIVE	3. CAPACITY AND WEIGHT
X			A. 50,000 pound minimum payload capacity.
			1. Specify empty weight of trailer: <u>Approx. 12,000 #</u>
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	4. SUSPENSION
X			A. Three (3) axles with a minimum of 20,000 pounds each.
X			B. Five inch (5") outer diameter through type axles.
X			C. Spring suspension Hutch H-9700 or equivalent. Specify axle spacing: <u>49"</u>
NOTES/COMMENTS: <u>Kraftsman will use Dexter 22,500 lb. oil bath axles</u>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. CHASSIS
X			A. Shall be constructed throughout of high tensile strength, minimum 80,000 PSI yield strength, fabricated or structural steel.
X			B. Main frame to be minimum 10" beam with minimum 80,000 PSI yield strength. Specify beam size: <u>14" Fabricated 80,000 PSI</u>
X			C. Outside rails to be minimum 7" structural channel or beam. Specify structural channel or beam: <u>W10 @ 22 #/Ft</u>
X			D. Crossmembers to be 4" beams on 12" centers with minimum 80,000 PSI yield strength. Specify crossmembers: <u>6" formed C-channel 80,000 PSI</u>
X			E. Slag to be chipped from welds prior to painting.
X			F. "D" lash rings or lashing pockets shall be located as close as reasonably possible to front and rear of the sides of the trailer.
X			1. Minimum of eight (8) rings or pockets per side.
X			a. To be as equally spaced down the length of the deck.
X			G. Cold formed I-beam or channel type tongue.
X			H. Hitch shall be heavy duty pintle eye type.
X			1. Three inch (3") ID pintle eye required.
X			2. Adjustable hitch height of approximately 15 to 30 inches.

T05T-14

X			3. Minimum 12,000# tongue jack(s). Tongue stand to be capable of supporting fully loaded trailer
X			I. Safety chains required.
X			1. Chains to conform to the latest SAE J697A standards.
X			2. Breaking strength of each chain of minimum of GVWR.
X			3. Spring-device hasp hooks.
X			4. Attachment device will be equal to or greater than GVWR.
X			5. Safety chain links are not to be welded to trailer frame.
X			J. A manufacturer's certificate showing the Working Load Limit and Proof Test for each size of chain shall be provided prior to bid award.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	6 BRAKES
X			A. Full 4S2M A.B.S. air brakes, minimum of 12.25" x 7.5" on all six (6) wheel hubs.
X			1. Individual power chamber to be provided for each brake.
X			B. Emergency break-away system for low air pressure of spring type to activate all trailer brakes design feature.
X			C. Lanyard to be installed from valves(s) of air tank(s) to side of trailer for ease of moisture release.
X			D. Glad hand holders that seal lines when not attached to pulling vehicle required.
X			E. Air lines with glad hands shall extend not less than 24" beyond trailer towing eye.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	7 PLATFORM
X			A. Overall deck length shall be a minimum of 29 feet, width of 102 inches and height not to exceed 40 inches. Please specify length of stationary and tilt sections. 25' Tilt + 4' Stationary x 102" wide 35" Height
X			1. DECK TO BE FULL LOAD BEARING.
X			B. Minimum one and one half inch (1 1/2") nominal apitong floor is required.
X			C. Beaver type tail in NOT acceptable.
X			D. Priming and paint of entire trailer required before planks are installed.
X			E. Hydraulic Cushion Cylinder(s) Please specify number and size: (1) 5"
X			F. Unit to be counterbalanced to allow platform to remain in tilt position until machine or equipment is loaded.

T05T-14

<input checked="" type="checkbox"/>			G. Tilt locking device will be a positive lock over center latch with safety keeper pin. Screw type wedge in NOT acceptable.
<input checked="" type="checkbox"/>			H. Four inch (4") safety headboard to be installed across full width of load deck.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	8. TIRES AND WHEELS
<input checked="" type="checkbox"/>			A. Twelve (12) 215/75R x 17.5 tires.
<input checked="" type="checkbox"/>			1. Tubeless steel-belted radial required.
<input checked="" type="checkbox"/>			2. Tires to be Bf Goodrich, Goodyear, Uniroyal, General, Bridgestone, Michelin or Firestone and must carry said company name. Please state tires to be provided: _____
<input checked="" type="checkbox"/>			3. Trailer special tires are not acceptable.
<input checked="" type="checkbox"/>			B. Twelve (12) 6.75 x 17.5 8 hole pilot mount disc wheels.
<input checked="" type="checkbox"/>			C. Stemco or equivalent wheel oil seals must be furnished.
<input checked="" type="checkbox"/>			D. Visible oil level system for wheel bearings required.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	9. ELECTRICAL
<input checked="" type="checkbox"/>			A. All main trailer lights shall be LED and should be Petersen, Truck-Lite brand or equivalent.
<input checked="" type="checkbox"/>			1. Wiring harness/connectors to be of a compatible brand with the above mentioned trailer lights.
<input checked="" type="checkbox"/>			2. All necessary lights including turn signals are to conform to Federal requirements and be rubber mounted.
<input checked="" type="checkbox"/>			B. Circuit breaker panel will be on trailer.
<input checked="" type="checkbox"/>			C. 7-way base ATA electrical unit is required.
<input checked="" type="checkbox"/>			D. Wiring harness will be enclosed in steel conduit, junction boxes and plastic loom. No exposed wire.
<input checked="" type="checkbox"/>			E. All wire joints will be soldered and insulated with heat shrink tubing.
NOTES/COMMENTS: _____			

T05T-14

YES	NO	NO & PROVIDE ALTERNATIVE	10. APPROACH RAMP
X			A. Top surface shall be on the same plane as platform and taper to grade.
X			B. Ramp shall be full-width one (1) section.
X			C. Ramp to raise and lower mechanically or by air.
X			1. Ramp to expose all lights in transport position.
X			2. Ramp to cover all lights when in load/unload position.
X			D. Rear of trailer to be equipped with DOT legal underride protection.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	11. MANUALS
X			A. Owners/operators informational packet must accompany each unit when delivered.
X			1. Packet to include any repair/maintenance information available from manufacturer.
X			B. Unit to be delivered with equipment parts manual or listing to include axle manufacturer/model, OEM light number, and any other available information.
X			C. Packets must be furnished prior to payment and delivered to Fleet Management. Failure to deliver all manuals that are ordered may result in non-payment of ten percent (10%) of purchase order total until all manuals are delivered.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	12. MISCELLANEOUS
X			A. The bidders should submit with their proposal a list of any special tools they will furnish with each trailer.
X			B. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
X			C. Dealer's pre-delivery service required.
X			D. Color - Manufacturer's standard yellow color - Primer is required.
			1. Manufacturer's recommended undercoating required.
X			E. A signed certified engineer's drawing shall be provided prior to bid award.
X			F. Insurance: The manufacturer to have a minimum \$1,000,000.00 Product Liability Policy and have proof provided prior to bid award.
NOTES/COMMENTS: <u>Drawing and proof of insurance to be produced on request.</u>			

YES	NO	NO. 9: PROVIDE ALTERNATIVE	13. SPECIFICATION FORM(S)
X			A. Specification form(s) will be supplied by Department of Roads to the awarded contractor after a purchase order has been issued. The awarded contractor will be required to complete specification form(s) to the fullest extent possible for each unit and must accompany each unit when delivered.
X			B. If vendor does not properly complete specification form(s) for each unit, a total of \$250.00 per unit will be deducted from purchase order total.

NOTES/COMMENTS:

YES	NO	NO. 8: PROVIDE ALTERNATIVE	14. WARRANTY
X			A. Manufacturer's usual warranty shall apply, and shall be in effect for a minimum of one (1) year from the date the equipment was placed in service by Department of Roads. 1. Minimum of five (5) years on major structural warranty will also be in effect.
X			B. Bidder should supply warranty information with proposal.
X		X - See notes	C. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility of the manufacturer and/or the successful bidder to warrant in writing, that it has factory authorized dealer(s) in the State of Nebraska who will provide warranty/service and repair work without undue delay. Name and location(s) of facility: _____ _____ _____

NOTES/COMMENTS:

14. Kraftsman, Inc. is a factory direct bidder with a sole location in Ramsey, NE. Kraftsman has no dealers in NE; However, a list of approved Service Centers can be provided upon request.

T05T-14

15. SECRETARY OF STATE REGISTRATION REQUIREMENTS			
YES	NO	NO. & PROVIDE ALTERNATIVE	<p>Prior to contract award and/or upon request of SFB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p>
			A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. 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			D. 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.
<p>NOTES/COMMENTS: _____</p> <p>_____</p>			

END OF SPECIFICATIONS



10051 US Hwy. 64 E. Phone: 336-824-1114
Ramseur, NC 27316 Fax: 336-824-1195
Email: sales@kraftsmantrailer.com
Web: kraftsmantrailersales.com

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Bid For: Triple Axle Tilt Bed Trailer 4692 OF (Bid #2)

State Purchasing Bureau

1526 K Street, Suite 130

Lincoln, Nebraska 68508

Kraftsman, INC. is bidding the following model:

2014 Kraftsman Model HT25T (Standard Specs are attached)

With the following options included:

- 4' fixed deck + 25' main deck
- Premium 4S/2M Braking System
- Premium LED Lighting
- Apitong Flooring
- 80,000 PSI frame with fabricated 14" main frame

Kraftsman, Inc. would like to submit this specification as our second bid. This trailer will be built exactly as specified by the State of Nebraska, with the only exception being:

Section 5. Chassis

D. Crossmembers to be 4" beams on 12" centers with minimum 80,000 PSI yield strength.

Kraftsman proposes to build this trailer with 6" formed channel with minimum yield strength of 80,000 PSI.

Respectfully,

A handwritten signature in black ink that reads 'Matt D. Kaufman, Sales'. The signature is written in a cursive style with a long horizontal flourish at the end.

Matt Kaufman, Sales



10051 US Hwy. 64 E. Phone: 336-824-1114
Ramseur, NC 27316 Fax: 336-824-1195
Email: sales@kraftsmantrailer.com
Web: kraftsmantrailersales.com

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Kraftsman, Inc.

Limited Warranty

Kraftsman, Inc. warrants that each Kraftsman trailer operated by the original purchaser under normal use in the Continental United States will be free from defects in materials and workmanship for (1) year following the original purchase, subject to the requirements, exclusions and limitations stated below. The obligation of this warranty shall be limited to repairing or replacing any part or parts, which in the opinion of the factory are defective in materials or workmanship under normal use and service during the warranty period.

One Year Limited Warranty

Subject to the requirements, exclusions and limitations stated below, all other components (electrical, lights, mechanical jacks, couplers) of your Kraftsman trailer are warranted for one year from the date of purchase.

Exclusion of Items Warranted by other Manufacturers

Expressly excluded from this Limited Warranty are any claims related to items that are warranted by their manufacturer. These items include, but are not limited to: tires, axles, springs, suspension components, couplers, jacks, and any other items purchased and installed by Kraftsman, Inc. Any claims related to these items must be presented to their manufacturer for adjustment. Subject to the other terms of this Limited Warranty, Kraftsman, Inc. warrants proper installation of the above listed items.

Other Exclusions not Covered by this Limited Warranty

This Limited Warranty covers only defects in original components which arise from normal use and does not apply if the trailer has been subject to negligence, abuse, misuse, improper loading or has been repaired or altered without the prior written consent of Kraftsman, Inc. Damages caused by failure to provide proper maintenance and repair, loose or improperly torque lug nuts, use of incorrect or altered hitch ball or improper latching or loose nuts, bolts, and screws (maintaining necessary tightness is the owner's responsibility) are not covered by this limited warranty. In addition to the above exclusions, Kraftsman, Inc. expressly excluded from this Limited Warranty the following: tow vehicle wiring, replacement and work performed or options installed by others; deterioration of paint and appearance due to use and exposure; loss of time, inconvenience, loss of use of trailer, rental or substitute equipment, loss of revenues, or other commercial loss and tow vehicle wear.

Prior Written Consent Required and Return or Defective Parts Required

No reimbursement will be made to any dealer or owner for repairs made without the prior written consent of Kraftsman, Inc. Any defective part(s) must be sent prepaid freight to Kraftsman, Inc. in order to qualify for replacement or reimbursement under this Limited Warranty.

"Where Trailer and Quality Meet"





10051 US Hwy. 64 E. Phone: 336-824-1114
Ramseur, NC 27316 Fax: 336-824-1195
Email: sales@kraftsmantrailer.com
Web: kraftsmantrailersales.com

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25 Ton Deck-Over Partial Tilt Bed for State of Nebraska

**Photo is meant to be representational only.
Trailer will be built to State of Nebraska specifications.*



Standard Specifications

- Capacity 50,000 lbs. (25 Tons) - Approximate Weight 12,000 lbs.
- Triple Dexter 22,500 lb. Oil Bath axles, Hutch 9700 suspension
- 12.25" x 7.5" all wheel air brakes with a 2S/1M ABS & Auto Slack Adjusters
- 14" Fabricated Hi-Tensile I-Beam main frame, 80,000 PSI tensile strength
- 25' Tilt deck, 13° load angle, 6" rolled crosspieces (80,000 PSI) set 12" on center
- 4' Fixed Deck in front of tilt bed
- 2" nominal oak deck with diamond plate over the wheels
- 6 Heavy duty d-rings per side
- Heavy duty hydraulic damper cylinder & spring loaded positive tilt lock on the tilt bed
- 60,000 lb. adjustable pintle eye, heavy duty G70 safety chains
- 215/75 R17.5 16 Ply radial tires on hub piloted 8 on 275mm bud style wheels
- 25,000 lb. drop leg, 2 speed jack & side handle
- Air activated, flip-up diamond plate approach plate at the rear
- Front headache rack with heavy duty lockable toolbox in tongue
- Rubber mounted, DOT approved lights, sealed wire harness, and connector
- Fully primed top and bottom, two beautiful coats of enamel paint, C2 reflective tape

Available Options

- | | | |
|-----------------------|------------------------|-------------------|
| ✓ Spare Tire | ✓ Extra Length (Fixed) | ✓ Aluminum Wheels |
| ✓ Rumber or Apitong | ✓ Air Ride Suspension | ✓ Electric Winch |
| ✓ Lifetime LED Lights | ✓ Dual Jacks | ✓ And many more! |

"Where Trailers and Quality Meet!"

ADDENDUM ONE

Date: May 2, 2014
 To: All Bidders
 From: Teresa Fleming, Buyer
 State Purchasing Bureau
 RE: Questions and Answers for ITB Number 4692 OF
 To be opened May 12, 2014

QUESTIONS	ANSWERS
<p>1. I have the following questions on section 9</p> <p>Our supplier used Grote Industries LED Lights, www.grote.com/ is this acceptable?</p> <p>They use sealed connections on all light connections.</p> <p>They also use a manufactured harness made for the trailer is does not run in steel conduit is this acceptable?</p>	<p>Grote lighting is acceptable. A manufactured harness that has a "sealed protective covering" of wires would be acceptable. No exposed wires.</p>
<p>2. Section 5. A. Chassis Read</p> <p>A. Shall be constructed throughout of high tensile strength, minimum 80,000 PSI yield strength, fabricated or structural steel.</p> <p>Manufacturer states the 50,000 PSI (Milled not fabricated) yield strength high tensile steel is more than adequate to make structure solid enough to carry pay load max. Can this spec be changed to the discretion of the trailer manufacturer's engineers with a statement asking bidders to declare what the tensile strength is? Especially, considering they are in this business and have been manufacturing these trailer for decades.</p>	<p>Please comply with specifications as written.</p>

<p>3. Section 5. B. Chassis Reads</p> <p>B. Main frame to be minimum 10" beam with minimum 80,000 PSI yield strength.</p> <p>Specify beam size: _____</p> <p>Manufacturer's engineers says that 14" Beam with a min of 50,000 PSI (Milled not fabricated) yield strength is more than adequate for pay load max. Can the 80,000 psi be adjusted with a bigger beam or again can this be left to the discretion of the trailer manufacturer's engineers? Especially, considering they are in this business and have been manufacturing these trailer for decades.</p>	<p>Please comply with specifications as written.</p>
<p>4. Section 8. A. 2. Tires and Wheels reads</p> <p>2. Tires to be Bf Goodrich, Goodyear, Uniroyal, General, Bridgestone, Michelin or Firestone and must carry said company name.</p> <p>Please state tires to be provided:</p> <p>_____</p> <p>Are Hercules Brand Tires acceptable as long as they meet the rest of the tire specs and are rated for the load of this trailer? This is what the our trailer manufacture OEM's and would prefer to use.</p>	<p>Hercules Brand Tires are not acceptable. Please comply with specifications as written.</p>

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

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, NE 68509-4847
 Telephone: 402-471-6500
 Fax: 402-471-2089

Date	4/21/14	Page	1 of 4
Solicitation Number	4692 OF		
Opening Date and Time	05/12/14	2:00 pm	
Buyer	TERESA FLEMING (AS)		

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

_____ 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 Triple Axle Tilt Bed Trailer 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 four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

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 mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor 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 notice if contractor becomes debarred during the term of this contract.

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/lb403/attestation_form.pdf>
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 require 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 terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

No Bid Respond: () Remove From Class-Item OR () Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____% _____ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide 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
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-6500
Fax: 402-471-2089

Date	4/21/14	Page	2 of 4
Solicitation Number	4692 OF		
Opening Date and Time	05/12/14	2:00 pm	
Buyer	TERESA FLEMING (AS)		

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

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor' s bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor' s bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

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

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

It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

State Statute 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked " yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a)

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, NE 68509-4847
 Telephone: 402-471-6500
 Fax: 402-471-2089

Date	4/21/14	Page	3 of 4
Solicitation Number	4692 OF		
Opening Date and Time	05/12/14	2:00 pm	
Buyer	TERESA FLEMING (AS)		

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

of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

IMPORTANT NOTICE: Pursuant to § 84-602, all state contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 WILL BE POSTED FOR PUBLIC VIEWING.

(bl 04/18/14)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.

<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

Bid Tabulations are available on the internet at <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	TRIPLE AXLE TILT BED TRAILER	4.0000	EA	_____	_____
	MAKE: _____				
	MODEL: _____				

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

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 alterations 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.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

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.

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.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

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.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand 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.

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 judgement of the State Purchasing Director, 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 specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. 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.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- 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.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident 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.

NONDISCRIMINATION- 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder 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.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

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

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

**STATE OF NEBRASKA
STATE PURCHASING BUREAU**

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	April 21, 2014
2	Last Day to Submit Written Questions	April 30, 2014
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	May 2, 2014
4	Bid Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	May 12, 2014 2:00 p.m. Central Time

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 4692 OF; Triple Axle Tilt Bed Trailer". 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 Teresa Fleming, showing the total number of pages transmitted, and clearly marked "ITB Number 4692 OF; Triple Axle Tilt Bed Trailer".

Written answers will be provided through an addendum to be posted on the internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

**Terms and Conditions for Triple Axle Tilt Bed Trailer
4692 OF**

T05T-14

EAMS-T05

SCOPE

THE **Triple Axle Tilt Bed Trailer** SHALL BE THE LATEST CURRENT MODEL OF PROVEN PERFORMANCE AND UNDER STANDARD PRODUCTION BY THE MANUFACTURER AND IS TO BE OF STANDARD DESIGN, COMPLETE AS REGULARLY ADVERTISED AND MARKETED INCLUDING ALL SPECIFIED ACCESSORIES, TOOLS AND SPECIAL FEATURES. All necessary parts for satisfactory operation of the equipment whether or not they may be specifically mentioned below. Complete detailed specifications and advertising data sheets with cuts or photographs should be attached to the invitation to bid on the IDENTICAL equipment proposed. ANY INFORMATION NECESSARY TO SHOW COMPLIANCE WITH THESE SPECIFICATIONS, IN ADDITION TO INFORMATION GIVEN ON ADVERTISING DATA SHEETS, SHOULD BE SUPPLIED IN WRITING AND ATTACHED TO THE BID DOCUMENT. The **Triple Axle Tilt Bed Trailer** must meet or exceed the following requirements.

PERIOD OF CONTRACT

Contract to supply and deliver **Triple Axle Tilt Bed Trailer** to the State of Nebraska as per the attached specifications and terms and conditions for a one (1) year period beginning from date of contract award with the option to renew for four (4) additional one (1) year periods when mutually agreeable with 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.

RIGHTS

The State reserves the right to waive technicalities; reject any or all bids, wholly or in part; and 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. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

POLITICAL SUB-DIVISIONS

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. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

SECRETARY OF STATE

Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded 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 expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

T05T-14

AWARD

All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provision of State Statute Section 81-161, R.R.S 1943. The State reserves the right to reject any or all bids, wholly or in part and 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.

NON-COMPLIANCE STATEMENT

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any non-compliance may void your bid. Non-compliance to any single specification may void your bid.

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.

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 request for 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).

SUBSTITUTIONS

The vendor will not substitute any item that has been awarded without prior approval of State Purchasing Bureau.

CUSTOMER SERVICE

The vendor shall list the name, phone number and e-mail address of the customer service representative who will be assigned to service the State of Nebraska's account:

Customer Service Rep: _____

Phone Number: _____

Email Address: _____

ESTIMATED USAGE

Quantities shown are estimated only and are not to be construed as firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown. The Solar Powered Trailer Mounted Arrow Board will be ordered on an as-needed basis with no minimum order requirements.

REVISIONS

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

AMENDMENT

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

TERMINATION

This contract may be terminated at any time upon the mutual consent of the parties, or by the State of Nebraska with or without cause and/or consent upon thirty (30) days written notice.

ORDERS/INVOICES

The ordering entity will submit their orders directly to the contractor on an as needed basis, using their own standard purchase order form. Orders may be placed by phone, fax, mail, or Internet (if available). All orders must be assigned a purchase order number, and the purchase order must be referenced on the invoice. All invoices are to be sent to the address shown on the purchase order.

T05T-14

BREACH OF CONTRACT

Failure to conform to the Specifications and Terms and Conditions constitutes a breach of this contract, and the State may reject the entire order or any part thereof and may recover the expenses and/or damages of such breach. The State of Nebraska may, also at its discretion, terminate the contract immediately upon written notice to the contractor and/or pay the contractor only for such performance as has been properly completed and is of use to the State and contract for provision of the services required to complete this contract and hold the contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowable by law.

AUTHORIZED DEALER

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.

DELIVERY

Delivery is to be between 9:00 AM and 3:00 PM (CST), Monday through Friday (excluding State holidays and/or as otherwise directed).

The Department of Roads requires 24-hour advance notice of delivery to Fleet Management at (402) 479-4319 or 4323. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the contractor will immediately notify the buyer at the Department of Roads of the expected delivery date. The order may be canceled if the delivery date is unsatisfactory, and the State may procure item(s) from other sources and the contractor may be held responsible for any/all excess cost. Deliveries quoted beyond 60 days may be an award consideration.

At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip". This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage. Deliveries must be clearly marked with the purchase order number.

Units are to be bid F.O.B. Destination for delivery at 5001 South 14th Street, Lincoln, Nebraska.

Specifications for Triple Axle Tilt Bed Trailer 4692 OF

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.

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

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRICE
			Price quoted shall be unit price and shall be firm for ninety (90) days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as 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.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	3. CAPACITY AND WEIGHT
			A. 50,000 pound minimum payload capacity.
			1. Specify empty weight of trailer: _____
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	4. SUSPENSION
			A. Three (3) axles with a minimum of 20,000 pounds each.
			B. Five inch (5") outer diameter through type axles.
			C. Spring suspension Hutch H-9700 or equivalent.
			Specify axle spacing: _____
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	5. CHASSIS
			A. Shall be constructed throughout of high tensile strength, minimum 80,000 PSI yield strength, fabricated or structural steel.
			B. Main frame to be minimum 10" beam with minimum 80,000 PSI yield strength. Specify beam size: _____
			C. Outside rails to be minimum 7" structural channel or beam. Specify structural channel or beam: _____
			D. Crossmembers to be 4" beams on 12" centers with minimum 80,000 PSI yield strength. Specify crossmembers: _____
			E. Slag to be chipped from welds prior to painting.
			F. "D" lash rings or lashing pockets shall be located as close as reasonably possible to front and rear of the sides of the trailer.
			1. Minimum of eight (8) rings or pockets per side.
			a. To be as equally spaced down the length of the deck.
			G. Cold formed I-beam or channel type tongue.
			H. Hitch shall be heavy duty pintle eye type.
			1. Three inch (3") ID pintle eye required.
			2. Adjustable hitch height of approximately 15 to 30 inches.

			3. Minimum 12,000# tongue jack(s). Tongue stand to be capable of supporting fully loaded trailer
			I. Safety chains required.
			1. Chains to conform to the latest SAE J697A standards.
			2. Breaking strength of each chain of minimum of GVWR.
			3. Spring-device hasp hooks.
			4. Attachment device will be equal to or greater than GVWR.
			5. Safety chain links are not to be welded to trailer frame.
			J. A manufacturer's certificate showing the Working Load Limit and Proof Test for each size of chain shall be provided prior to bid award.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	6. BRAKES
			A. Full 4S2M A.B.S. air brakes, minimum of 12.25" x 7.5" on all six (6) wheel hubs.
			1. Individual power chamber to be provided for each brake.
			B. Emergency break-away system for low air pressure of spring type to activate all trailer brakes design feature.
			C. Lanyard to be installed from valves(s) of air tank(s) to side of trailer for ease of moisture release.
			D. Glad hand holders that seal lines when not attached to pulling vehicle required.
			E. Air lines with glad hands shall extend not less than 24" beyond trailer towing eye.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	7. PLATFORM
			A. Overall deck length shall be a minimum of 29 feet, width of 102 inches and height not to exceed 40 inches. Please specify length of stationary and tilt sections. _____
			1. DECK TO BE FULL LOAD BEARING.
			B. Minimum one and one half inch (1 1/2") nominal apitong floor is required.
			C. Beaver type tail in NOT acceptable.
			D. Priming and paint of entire trailer required before planks are installed.
			E. Hydraulic Cushion Cylinder(s) Please specify number and size: _____
			F. Unit to be counterbalanced to allow platform to remain in tilt position until machine or equipment is loaded.

T05T-14

			G. Tilt locking device will be a positive lock over center latch with safety keeper pin. Screw type wedge in NOT acceptable.
			H. Four inch (4") safety headboard to be installed across full width of load deck.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	8. TIRES AND WHEELS
			A. Twelve (12) 215/75R x 17.5 tires
			1. Tubeless steel-belted radial required.
			2. Tires to be Bf Goodrich, Goodyear, Uniroyal, General, Bridgestone, Michelin or Firestone and must carry said company name. Please state tires to be provided: _____
			3. Trailer special tires are not acceptable.
			B. Twelve (12) 6.75 x 17.5 8 hole pilot mount disc wheels.
			C. Stemco or equivalent wheel oil seals must be furnished.
			D. Visible oil level system for wheel bearings required.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	9. ELECTRICAL
			A. All main trailer lights shall be LED and should be Petersen, Truck-Lite brand or equivalent.
			1. Wiring harness/connectors to be of a compatible brand with the above mentioned trailer lights.
			2. All necessary lights including turn signals are to conform to Federal requirements and be rubber mounted.
			B. Circuit breaker panel will be on trailer.
			C. 7-way base ATA electrical unit is required.
			D. Wiring harness will be enclosed in steel conduit, junction boxes and plastic loom. No exposed wire.
			E. All wire joints will be soldered and insulated with heat shrink tubing.
NOTES/COMMENTS: _____			

T05T-14

YES	NO	NO & PROVIDE ALTERNATIVE	10. APPROACH RAMP
			A. Top surface shall be on the same plane as platform and taper to grade.
			B. Ramp shall be full-width one (1) section.
			C. Ramp to raise and lower mechanically or by air.
			1. Ramp to expose all lights in transport position.
			2. Ramp to cover all lights when in load/unload position.
			D. Rear of trailer to be equipped with DOT legal underride protection.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	11. MANUALS
			A. Owners/operators informational packet must accompany each unit when delivered.
			1. Packet to include any repair/maintenance information available from manufacturer.
			B. Unit to be delivered with equipment parts manual or listing to include axle manufacturer/model, OEM light number, and any other available information.
			C. Packets must be furnished prior to payment and delivered to Fleet Management. Failure to deliver all manuals that are ordered may result in non-payment of ten percent (10%) of purchase order total until all manuals are delivered.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	12. MISCELLANEOUS
			A. The bidders should submit with their proposal a list of any special tools they will furnish with each trailer.
			B. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
			C. Dealer's pre-delivery service required.
			D. Color – Manufacturer's standard yellow color – Primer is required.
			1. Manufacturer's recommended undercoating required.
			E. A signed certified engineer's drawing <u>shall be provided prior to bid award.</u>
			F. Insurance: The manufacturer to have a minimum \$1,000,000.00 Product Liability Policy and have proof provided prior to bid award.
NOTES/COMMENTS: _____			

T05T-14

YES	NO	NO & PROVIDE ALTERNATIVE	13. SPECIFICATION FORM(S)
			A. Specification form(s) will be supplied by Department of Roads to the awarded contractor after a purchase order has been issued. The awarded contractor will be required to complete specification form(s) to the fullest extent possible for each unit and must accompany each unit when delivered.
			B. If vendor does not properly complete specification form(s) for each unit, a total of \$250.00 per unit will be deducted from purchase order total.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	14. WARRANTY
			A. Manufacturer's usual warranty shall apply, and shall be in effect for a minimum of one (1) year from the date the equipment was placed in service by Department of Roads.
			1. Minimum of five (5) years on major structural warranty will also be in effect.
			B. Bidder should supply warranty information with proposal.
			C. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility of the manufacturer and/or the successful bidder to warrant in writing, that it has factory authorized dealer(s) in the State of Nebraska who will provide warranty/service and repair work without undue delay. Name and location(s) of facility: _____ _____ _____
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	<p align="center">15. SECRETARY OF STATE REGISTRATION REQUIREMENTS</p> <p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p>
			<p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p>
			<p>B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p>
			<p>C. 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.</p>
			<p>D. 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.</p>
<p>NOTES/COMMENTS: _____</p> <p>_____</p>			

END OF SPECIFICATIONS