



# Lancaster County, Nebraska



C-18-0609

## REQUISITION FORM

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

Name, Email, & Phone of Person requisitioning:		Tami Villar <a href="mailto:TVillar@lancaster.ne.gov">TVillar@lancaster.ne.gov</a> 402-441-8897		Date Prepared:		10/1/2018	
Name, Email, & Phone of Contact Person for PO:		Tami Villar <a href="mailto:TVillar@lancaster.ne.gov">TVillar@lancaster.ne.gov</a> 402-441-8897 Michelle Sewell <a href="mailto:MSewell@lancaster.ne.gov">MSewell@lancaster.ne.gov</a> 402-441-8886		Date Requested:		ASAP	
Agency & Delivery Address:		Lancaster County Shops 444 Cherry Creek, Lincoln, NE 68508		Date Revised (if any):			
Agency & Billing Address:		Lancaster County Sheriff 575 S. 10 <sup>th</sup> Street, Lincoln, NE 68508		For Budget Year:		2018-2019	
Proposed Vendor/s:		Lincoln Dodge, Inc. Dbaxter Chrysler Dodge Jeep Ram of Lincoln Attn: Jim Monohon 6601 Telluride Drive Lincoln, NE 68521-8974 402-290-9544		Contract / Bid Number:		State contract number 14866 OC	
Fund #:	11	Agency #:	6510	Org. #:		PO Number (*Purchasing):	
OBJ CODE	DESCRIPTION			QTY	UNIT	UNIT PRICE	EXT. PRICE
67410	Line 1 – Dodge Grand Caravan / FFV E85 7 Passenger Minivan 2018 or Current Production Year Front Wheel Drive 7 Passenger 4 Bucket Seats Minivan Flex Fuel Vehicle E85 State Contract Number 14866 OC			1	Each	\$21,565.00	\$21,565.00
	Line 4 – Additional Key FOB w/ keyless remote entry			1	Each	\$200.00	\$200.00
	Line 5 – Standard Paint (NO ADDITIONAL); Exterior Color – White Knuckle Clear Coat; Interior Color - Black			1	Each	\$0.00	\$0.00
						<b>Total Price</b>	<b>\$21,765.00</b>

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

  
 \_\_\_\_\_  
 Office / Agency / or Department Head

10/2/2018  
 \_\_\_\_\_  
 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**  
**14866 OC**  
**E85 Award**  
**E15 Award**

PAGE 1 of 3	ORDER DATE 10/16/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503761	
VENDOR ADDRESS:  LINCOLN DODGE INC DBA BAXTER CHRYSLER DODGE JEEP RAM OF LI ATTN JIM MONOHON 6601 TELLURIDE DR LINCOLN NE 68521-8974	

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

## OCTOBER 20, 2017 THROUGH OCTOBER 19, 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 5650 OF

Contract to supply and deliver 2018 OR CURRENT PRODUCTION YEAR, FRONT WHEEL DRIVE 7 PASSENGER 4 BUCKET SEATS MINIVAN FLEX FUEL VEHICLE E85, as per the attached specifications, for the contract period October 20, 2017 through October 19, 2018. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

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

Make/Model: Dodge Grand Caravan

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

Vendor Contact: Jim Monohon  
Phone: 402-290-9544  
Fax: 402-477-4989  
E-Mail: jmonohon@baxterauto.com

(vc 10/16/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FFV E85 7 PASSENGER MINIVAN FWD 4 BUCKET SEATS 2018 or Current Production Year Front Wheel Drive 7 Passenger 4 Bucket Seats Minivan Flex Fuel Vehicle E85	20.0000	EA	21,565.0000

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

*Dianna Gilliland* 10-16-17  
BUYER  
*Douglas Welken* 10 OCT 17  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

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**CONTRACT NUMBER**  
**14866 OC**

PAGE 2 of 3	ORDER DATE 10/16/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503761	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	change or conversion.)  Make: Dodge Model: Grand Caravan Series, Code, Trim Level: 'SE' 'RTKH53' Engine: 3.6L V-6 FFV Delivery time after receipt of order (number/days): 120-150 days (First Build Date 12/4/17) MSRP as bid: \$28,480.00 If unit will seat more than 7 passengers, state number: 7 State type of rear door being bid: Liftgate  The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
2	E15 COMPLIANT 7 PASSENGER MINIVAN FWD 4 BUCKET SEATS 2018 or Current Production Year Front Wheel Drive 7 Passenger 4 Bucket Seats Minivan E15 Compliant  E15 (Units capable of operating on a fuel mixture of up to 15% Ethanol/ 85% Unleaded gasoline without additional change or conversion.)  Make: Dodge Model: Grand Caravan Series, Code, Trim Level: 'SE' 'RTKH53' Engine: 3.6L V-6 Delivery time after receipt of order (number/days): 120-150 days (First Build Date 12/4/17) MSRP as bid: \$28,480.00 If unit will seat more than 7 passengers, state number: 7 State type of rear door being bid: Liftgate  The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.	20.0000	EA	21,565.0000
	OPTIONS			
3	POWER ELECTRIC SEATS DRIVER SIDE	20.0000	EA	178.0000
4	ADDITIONAL FOB IF EQUIPPED WITH KEYLESS REMOTE ENTRY	20.0000	EA	200.0000
5	STANDARD PAINT - ATTACH LIST AND IDENTIFY AS NO ADDITIONAL	20.0000	EA	0.0000

  
**BUYER INITIALS**

# STATE OF NEBRASKA CONTRACT AWARD

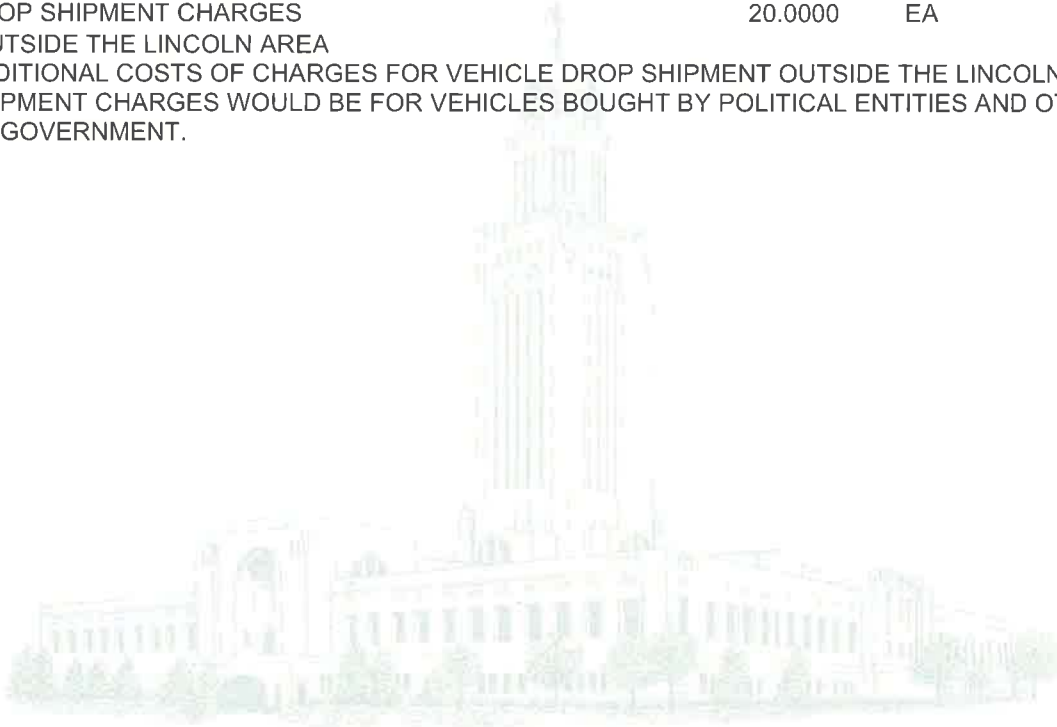
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**CONTRACT NUMBER**  
**14866 OC**

PAGE 3 of 3	ORDER DATE 10/16/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503761	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	COST PAINTS			
6	REVERSE SENSING SYSTEM IF AVAILABLE FROM FACTORY	20.0000	EA	263.0000
7	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	EA	400.0000



*DPY*  
**BUYER INITIALS**

# State of Nebraska - INVITATION TO BID CONTRACT

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

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

Date	8/9/17	Page	1 of 5
Solicitation Number	5650 OF		
Opening Date and Time	09/08/17	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

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

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

X NEBRASKA CONTRACTOR AFFADAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2018 OR CURRENT PRODUCTION YEAR FRONT WHEEL DRIVE 7 PASSENGER 4 BUCKET SEATS MINIVAN FLEX FUEL VEHICLE E85 to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

(vc 08/04/17)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	FFV E85 7 PASSENGER MINIVAN FWD 4 BUCKET SEATS 2018 or Current Production Year Front Wheel Drive 7 Passenger 4 Bucket Seats Minivan Flex Fuel Vehicle E85	1.0000	EA	<u>21,565.00</u>	_____

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

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

## BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_ % \_\_\_\_\_ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Jim Monahan  
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# \_\_\_\_\_  
VENDOR: BAXTER C-D-J-R  
Address: 6601 TELLURIDE DRIVE  
LINCOLN, NE.  
68521

Contact Jim Monahan  
Telephone 402-290-9544  
Facsimile 402-477-4989  
Email jmonahan@BAXTERAUTO.COM

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## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Minimum Wheelbase: 120" Length: 185" Engine Size: 2.5L I4 Tire Size: 16"  Make: <u>DODGE</u>  Model: <u>GRAND CARAVAN</u>  Series, Code, Trim Level: <u>'SE' 'RTKH53'</u>  Engine: <u>3.6L V-6 FFV</u>  EPA: <u>17-25</u>  Delivery time after receipt of order (number/days): <u>120-150 DAYS (FIRST BUILD DATE 12/4/17)</u>  MSRP as bid: <u>\$28480.00</u>  If unit will seat more than 7 passengers, state number: <u>7</u>  State type of rear door being bid: <u>LIFTGATE</u>				
2	<b>E15 COMPLIANT 7 PASSENGER</b> MINIVAN FWD 4 BUCKET SEATS 2018 or Current Production Year Front Wheel Drive 7 Passenger 4 Bucket Seats Minivan E15 Compliant	1.0000	EA	<u>\$2,1565.00</u>	

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

E15 (Units capable of operating on a fuel mixture of up to 15% Ethanol/ 85% Unleaded gasoline without additional change or conversion.)

Make: DODGE

Model: GRAND CARAVAN

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**DESTINATION OF GOODS**  
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## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Series, Code, Trim Level: <u>'SE' 'RTKH53'</u>				
	Engine: <u>3.6L V-6</u>				
	EPA: <u>17-25</u>				
	Delivery time after receipt of order (number/days): <u>120-150 DAYS (FIRST BUILD DATE 12/4/17)</u>				
	MSRP as bid: <u>\$28480.00</u>				
	If unit will seat more than 7 passengers, state number: <u>7</u>				
	State type of rear door being bid: <u>LIFTGATE</u>				

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

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

### OPTIONS

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

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

3	ENGINE (OTHER GAS) ALTERNATE ENGINE SIZE	1.0000	EA	<u>N/A</u>	_____
	STATE ENGINE SIZE: _____				
4	REAR SEATS WITH HEAVY DUTY FOAM RUBBER CUSHIONS WITH VINYL COVERING. MUST BE QUICK DISCONNECT	1.0000	EA	<u>N/A</u>	_____
5	7-PASSENGER WITH HEAVY DUTY CLOTH BENCH SEATS (DEDUCT)	1.0000	EA	<u>(STD.)</u>	(_____)

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INVESTIGATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	DEDUCTION OF DEEP TINT GLASS BACK TO STANDARD TINTED SAFETY GLASS	1.0000	EA	(STD.)	( )
7	FULL-SIZE SPARE TIRE (CAN BE STEEL RIM)	1.0000	EA	N/A	
8	POWER ELECTRIC SEATS	1.0000	EA	178.00 (DRIVER)	
9	FACTORY FLOOR MATS FRONT AND REAR (DEDUCT)	1.0000	EA	(STD.)	( )
10	ADDITIONAL FOB IF EQUIPPED WITH KEYLESS REMOTE ENTRY	1.0000	EA	200.00	
11	STANDARD PAINT - ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS	1.0000	EA	SEE ATTACHED	
12	EXTRA COST PAINT ATTACH LIST AND IDENTIFY AS EXTRA COST PAINTS	1.0000	EA	SEE ATTACHED	
13	ALL-WHEEL DRIVE (AWD)	1.0000	EA	N/A	
14	SECOND POWER OUTLET IN REAR OF VEHICLE	1.0000	EA	STD	
15	PROTECTIVE SAFETY CAGE BEHIND DRIVER'S SEAT	1.0000	EA	NO BID	
16	IN-FLOOR, SEAT STORAGE CONVERSION SYSTEM (PASSENGER TO CARGO) IF NOT STANDARD EQUIPMENT	1.0000	EA	STD	
17	SERVICE REPAIR MANUAL EQUIPMENT & ENGINE	1.0000	EA	N/A AT THIS TIME	
CIRCLE TYPE OF SERVICE REPAIR MANUAL AVAILABLE: PAPER COPY, CD ROM, OR ONLINE					
18	PARTS MANUAL EQUIPMENT & ENGINE	1.0000	EA	N/A AT THIS TIME	



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**DESTINATION OF GOODS**  
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## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
CIRCLE TYPE OF PARTS MANUAL AVAILABLE: PAPER COPY, CD ROM, OR ONLINE					
19	REVERSE SENSING SYSTEM IF AVAILABLE FROM FACTORY	1.0000	EA	<u>263.00</u>	_____
20	KEYLESS REMOTE ENTRY SHALL INCLUDE TWO (2) FOBS TO ENTER THE VEHICLE	1.0000	EA	<u>STD.</u>	_____
21	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	1.0000	MI	<u>400.00</u>	_____
22	PROTECTIVE VINYL BODY MOLDING DEALER INSTALLED IF NOT STANDARD EQUIPMENT	1.0000	EA	<u>N/A</u>	_____
23	REAR VISION CAMERA DEALER OR FACTORY INSTALLED	1.0000	EA	<u>N/A</u>	_____
24	LUMBAR SUPPORT FOR FRONT SEATS IF NOT STANDARD EQUIPMENT	1.0000	EA	<u>N/A</u>	_____
25	DEALER INSTALLED REAR WINDOW DEFROSTER IF NOT STANDARD EQUIPMENT	1.0000	EA	<u>STD.</u>	_____
26	ELECTRONIC STABILITY/ ROLLOVER SYSTEM IF NOT STANDARD EQUIPMENT	1.0000	EA	<u>STD.</u>	_____

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

**SCHEDULE OF EVENTS**

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

<b>ACTIVITY</b>		<b>DATE/TIME</b>
1	Release Invitation to Bid	August 9, 2017
2	Last Day to Submit Written Questions	August 16, 2017
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html">http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html</a>	August 17, 2017
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 8, 2017 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 5650 OF; FRONT WHEEL DRIVE 7 PASSENGER 4 BUCKET SEATS MINIVAN FFV E85 Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Dianna Gilliland, showing the total number of pages transmitted, and clearly marked "ITB Number 5650 OF; FRONT WHEEL DRIVE 7 PASSENGER 4 BUCKET SEATS MINIVAN FFV E85 Questions".

Written answers will be provided through an addendum to be posted on the internet at [http://das.nebraska.gov/materiel/purchase\\_bureau/vendor/vehicle-itb.html](http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html) shown in the Schedule of Events.

**The Master Agreement Terms and Conditions apply to this Invitation to Bid.**

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

**BIDDER INSTRUCTIONS**

***Bidder must respond to each of the following statements.*** Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A “YES” response means the bidder guarantees they can meet this condition. A “NO” response means the bidder cannot meet this condition and will not be considered. “NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. **The State of Nebraska shall determine at its sole discretion whether or not the vendor’s alternative is an acceptable alternative.**

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

YES	NO	NO & PROVIDE ALTERNATIVE	1. BODY
X			A. Color: Body color and interior trim will be selected from manufacturer’s standard colors. (Note: Attached color charts shall be considered manufacturer colors with no extra cost unless specified in the options).
X			B. Glass: Approved tinted safety glass shall be in all doors, windows, and windshields. Sunscreen glass (darkest tint of privacy glass) on side and rear windows.
X			C. Insulation: Heavy duty insulation in roof, floor, sidewalls and doors must be furnished as standard on passenger vans. Full-length headliner to be furnished.
X			D. Doors: Right and left side sliding doors for passenger use.
X			E. Seats: The unit shall be equipped with foam rubber cushions, with cloth covering with vinyl trim. The two front seats and the two center seats are to be high back bucket or captain’s chair type, with two arm rests on each seat. All rear seats shall be quick-disconnect type or stow-and-go capable seating.
X			F. Arm Rests: Both left and right-hand sides of each front seat. Door armrests will be accepted.
X			G. Sun Visors: Dual, padded.
X			H. Mirrors: Interior rear vision adjustable, day and night tab (selector type, non-glare). Outside rear vision mirrors of electric remote control type mounted on left and right sides of vehicle.
X			I. Power Outlet.
X			J. Seat Belts: Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.
X			K. Windshield Wipers and Washer: Multiple-speed electric with washer and intermittent or delay capability. Rear window wiper and washers.
X			L. Air Conditioner: Manufacturer’s dual front and rear factory installed air-conditioning, manually controlled, to include all items normally included in the factory package.
X			M. Heater: Dual front and rear fresh air type heater with windshield defroster shall be installed.
X			N. Manufacturer’s Rear Window Defroster.

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

X			O. Radio: Manufacturer's stereo AM/FM.
X			P. Lights: Halogen high beam headlights with low beam; back up lights; dome light. <i>Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights. Daytime running lights if available.</i>
X			Q. Floor Coverings: Passenger Van: Full-length carpeting, both front and rear.
X			R. Floor mats: Motor vehicle shall be delivered with factory floor mats (front and Rear).
X			S. Manufacturer's electric Power Locks.
X			T. Hood Release: Inside.
X			U. Manufacturer's automatic speed control.
X			V. Airbag: Manufacturer equipped and installed.
X			W. Fuel Tank: Minimum, 15-gallon regular model. State gallon size bid: <u>20</u> .
X			X. Manufacturer's electric power windows.
X			Y. Two (2) keys to enter and operate vehicle. Check ___ if vehicle will have keys ONLY.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. ENGINE AND DRIVE TRAIN
X			A. Engine: Minimum standards as stated in the specifications.
X			B. Transmission: Minimum six forward Speed Automatic, with lock up converter.
X			C. Air Cleaner: Dry type.
X			D. Oil Filter: Full flow throwaway types.
X			E. Axle Ratio: Manufacturer's standard.
NOTES/COMMENTS:			

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	3. SUSPENSION AND RUNNING GEAR
X			A. Wheelbase: Minimum standards as stated in the specifications.
X			B. Power steering.
X			C. Steering Wheel/Column: Manufacturer's tilt steering wheel.
	X		D. Wheels: Standard original equipment wheels (4) (minimum 16 inches). Four-wheel covers. The spare to match the four OEM tires and wheels if available from the factory.
	X		E. Tires: Four standard (minimum 16 inches) original or optional equipment tires shall be furnished. "Mini" or "compact" spares offered as original equipment are acceptable. All tires shall be all season steel-belted radials manufactured and labeled by a major manufacturer and installed by factory. The spare can be a steel rim. Tires should have a 50,000-mile tire rating. The inability to provide all season steel-belted radial tires as standard original or optional equipment shall be noted as an exception in the bid.
X			F. Brakes: Four wheel disk brakes and Anti-Lock braking system.
X			G. Suspension: Must be designed to handle passenger and cargo requirements.
<b>NOTES/COMMENTS:</b> (D+E) COMPACT SPARE INC. IN BID			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ELECTRICAL SYSTEM
X			A. Ignition system: 12-volt, solid state. Must be equipped with high tension, radio frequency shielded, ignition wiring.
X			B. Battery: Heavy-duty, maintenance free, highest cold cranking amperage capacity available from the factory for the model bidding. Specify Amperage: <u>730</u>
X			C. Alternator: Standard. State Amperage Rating: <u>160</u> .
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. MISCELLANEOUS
X			A. All mini vans shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection. A thermostat shall be installed for permanent-type antifreeze and shall have equipped a coolant recovery system.

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X			B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
X			C. Manufacturer's standard complement of tools, bumper jack, wheel wrench, and jack handle shall be provided, together with facilities for storage.
X			D. All equipment such as floor mats and two (2) keys shall be with the vehicle upon delivery.
X			E. Purchase orders issued from the resulting contract(s) may specify prospective <u>delivery dates</u> due to agency operational needs and budget; upon acceptance of purchase order Contractor agrees to abide by any such prospective delivery date.
X			F. Non-Contract Items are items not listed on the contract, but may be needed by the ordering agency for their business needs to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line 'Non-Contract Item' line to the purchase order.
X			G. Contractor can provide a link to price list for Non-Contract Items or catalog pricing for MSRP with corresponding discount from MSRP.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	6. SUSTAINABILITY
X			A. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	7. DELIVERY
X			A. All vehicles shall be delivered FOB destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline. Vehicles showing lack of proper dealer pre-delivery service shall be subject to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
X			B. After the van has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. IMPORTANT Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday,

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TECHNICAL SPECIFICATIONS**

X			Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
X			C. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
X			D. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
X			E. Invoices shall describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
X			F. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
X			G. Motor vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
X			H. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	8. WARRANTY
X			A. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards or delayed warranty forms with manufacturer mailing information in order to properly activate said warranty.
X			B. Minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater. A minimum of 5 years, 100,000 miles rust warranty. Indicate standard manufacturer's warranties. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different and noted if different than requested.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	9. SERVICE
X			A. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers,

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X			geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
X			B. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
X			C. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.
X			D. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!
X			E. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
X			F. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	10. EXTENSION OPTION
X			A. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	11. BID COMPLIANCE
X			A. Technical specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.
<b>NOTES/COMMENTS:</b>			



**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	12. MASTER AGREEMENT TERMS AND CONDITIONS
X			<p>A. The Master Agreement Terms and Conditions have been read and fully understood. Any exceptions with the Master Terms and Conditions have been written on the document or attached. The Master Agreement is signed and has been returned to State Purchasing Bureau before or with the first bid submitted.</p> <p>The Master Agreement Terms and Conditions is located at:  <a href="http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html">http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html</a></p> <p>Please note that the Master Agreement Terms and Conditions are required to be signed and submitted to the State Purchasing Bureau on or before the bidder submits their first bid for the 2018 Production Model Year. Once submitted for the 2018 Production Year, the Master Agreement Terms and Conditions are valid for every bid submitted for any category of vehicle during this cycle.</p>
<p><b>NOTES/COMMENTS:</b></p>			

## **PROCUREMENT REQUIREMENTS FOR VEHICLE PURCHASE WITH FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS**

### **GENERAL**

The following terms, conditions, and specifications shall apply to the purchase of FTA funded passenger vehicles by the Nebraska Department of Transportation.

### **ROYALTIES AND LICENSE FEES**

The Contractor shall pay all royalties and license fees. He shall defend at his own cost all suits or claims for infringements of any patent rights, shall pay all awards of damages and all settlement agreements, and shall indemnify and save the U.S. Department of Transportation (DOT), the State of Nebraska, and the recipient agency to which the Nebraska Department of Transportation delivers the vehicle(s) harmless from any loss on account of any such infringement, suit or claim.

### **FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND AMERICANS WITH DISABILITIES ACT (ADA)**

The vehicles shall conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS), Title 49 CFR Part 38, Subpart B ADA specs for Transportation Vehicles as established by DOT (complete and submit certification). It shall also meet all applicable requirements of the Occupational Safety and Health Administration and of the Environmental Protection Agency. Failure of these specifications to identify explicitly each such regulation shall not relieve the Contractor of the responsibility for compliance.

### **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, and amended August 4, 1998 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not

perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.

## **CIVIL RIGHTS**

The following requirements apply to the underlying contract:

(1) **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, 42 U.S.C. 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 20003e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et. seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act, as amended, U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.**

Instructions for Certification

**By signing and submitting this bid, the prospective lower tier participant certifies to the following:**

A. The certification this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the State may pursue available remedies, including suspension and/or debarment.

B. The prospective lower tier participant shall provide immediate written notice to the State if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the State for assistance in obtaining a copy of those regulations.

D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the State.

E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

G. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

H. Except for transactions authorized under paragraph D of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the State may pursue available remedies including suspension and/or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction**

(1) [The prospective lower tier participant certifies, by submission of this bid or proposal], that neither it nor its “principals” [as defined at 49 C.F.R. 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **ENERGY CONSERVATION REQUIREMENTS**

By signing and submitting this bid, the prospective lower tier participant certifies that it will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **CLEAN WATER REQUIREMENTS**

By signing and submitting this bid, the prospective lower tier participant certifies that it will comply with all applicable standards, orders, or regulations issued to the Federal water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the purchaser and understands and

agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **CLEAN AIR REQUIREMENTS**

By signing and submitting this bid, the prospective lower tier participant certifies that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENT**

The Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and cost of final assembly.

(2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS.

Complete the Buy America Certification.

### **RESTRICTIONS ON LOBBYING**

The certification on Lobbying must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

### **BUY AMERICA**

The contractor agrees to comply with 49 U.S.C. 5323 (j)(2)© and 49 CFR Part 661.11 Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Buy America certification must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

### **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

In accordance with Title 49 of the Code of Federal Regulations, Part 26, Subpart C, Section 26.49 Special Provisions for Transit Vehicle Manufacturers, it is a requirement that each vehicle manufacturer must certify compliance with this section as a condition of authorization to bid on transit vehicle purchases, which are utilizing Federal Transit Administration funds. The regulation provides that the Transit Vehicle Manufacturer will certify that:

- 1) They have submitted annual overall DBE goals to FTA; and that,
- 2) FTA has either approved their overall goals, or that FTA has not disapproved their overall goals.

The Disadvantaged Business Enterprises Certification must be signed by a legally authorized representative of the bidder's firm and returned with the bid. A Vehicle Manufacturer failing to make this certification is considered non-responsive and cannot be awarded the contract.

#### **PROMPT PAYMENT CLAUSE**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from receipt of each payment the prime contractor receives from the State. The prime contractor agrees further to return retainage withheld to ensure satisfactory completion of the work, to each subcontractor within 30 days after the subcontractor achieves the specified work as verified by payment from the State.

Any disputes that arise regarding the satisfactory completion of work by a subcontractor may be brought to the attention of the State, which will make a determination. Any delay of payment from the above-referenced time frame may occur only for good cause following written approval from the State. This clause applies to both DBE and non-DBE subcontractors.

The failure by the prime contractor to carry out the requirements of the *Prompt Payment Clause* and/or timely return of retainage, without just cause, is a material breach of this contract, which may result in the State withholding payment from the prime contractor until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this contract, or other such remedy as the State deems appropriate.

**NOTE:** The prime contractor may withhold payment only for just cause, and must notify the State in writing of its intent to withhold payment prior to actually withholding payment. The prime contractor shall not withhold, delay or postpone payment without first receiving written approval from the State.

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**CERTIFICATION REGARDING LOBBYING**

The undersigned {contractor} certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds or other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [ as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The contractor, BAXTER C-D-J-R, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Date: 9/8/17

Company Name: BAXTER C-D-J-R

Signature of contractor's Authorized Official: Jim Monahan

Name and Title of contractor's Authorized Official: JIM MONAHAN - FLEET SALES MANAGER

**BUY AMERICA**

Certificate of Compliance With 49 U.S.C. 5323(j).

The bidder hereby certifies that it will comply with the requirements of Section of 49 U.S.C. 5323(j) and the regulations at 49 CFR Part 661 as amended by the FAST Act.

Date: 9/8/17

Company Name: BAXTER C-D-J-R

Signature of contractor's Authorized Official: *Jim Monahan*

Name and Title of contractor's Authorized Official: JIM MONAHAN - FLEET SALES MANAGER

Certificate for Non-Compliance With 49 U.S.C. 5323(j)(2)(C)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C) or and the applicable regulations in 49 CFR, 661.11.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature of contractor's Authorized Official: \_\_\_\_\_

Name and Title of contractor's Authorized Official: \_\_\_\_\_



**DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION**

The following certification must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

The Bidder certifies that the transit vehicle(s) to be provided under this quotation will be provided by a manufacturer which is in compliance with Special Provisions for Transit Vehicle Manufacturers, Title 49 of the Code of Federal Regulations, Part 26, Subpart C, Section 26.49.

Date: 9/8/17

Company Name: BAXTER C-D-J-R

Signature of contractor's Authorized Official: Jim Monohan

Name and Title of contractor's Authorized Official: JIM MONOHAN - FLEET SALES MANAGER

FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

I, Jim Monahan certify that the vehicle bid will meet all  
(Printed Name of Vendor/Agent)

appropriate Federal Motor Vehicle Safety Standards.

Jim Monahan  
Signature of Contractor's Authorized Official

9/8/17  
Date

**MASTER AGREEMENT TERMS AND CONDITIONS  
FOR 2018 OR CURRENT PRODUCTION YEAR  
VEHICLE BID SEASON  
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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

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

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

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

**Bid:** The offer submitted by a vendor in a response to written solicitation.

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

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

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Change Order:** Document that provides amendments to an executed purchase order.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

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

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

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

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/s (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the ITB, ITB (written solicitation) or contract are completed.

**Invalid Bid:** i.e., a fax or email response for a term contract.

**Late Bid:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Model Year Order Cut-Off:** The last day on which the Contractor will accept a purchase order for an awarded model due to manufacturer production scheduling.

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

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

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

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

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

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

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Point of Contact (POC):** The person designated to receive communications and to communicate

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

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

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

**Program Set:** The group of programs and products, including the Licensed Software specified in the ITB, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

**Proposal:** See Bid.

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

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

**Public Bid Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

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

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

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

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers.

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

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

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

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

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

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

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

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

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

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

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

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

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

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

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

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

**Work Day:** See Business Day.



## I. SCOPE OF THE MASTER AGREEMENT TERMS AND CONDITIONS

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), will be issuing Invitation To Bids, for the purpose of selecting qualified Contractors to provide 2018 or Current Production Year Vehicles.

SPB will be requesting bids for the following:

**½ Ton Trucks** – with one (1) one year renewal option,  
**Sedans** – with one (1) one year renewal option,  
**Vans** – with one (1) one year renewal option, and  
**SUVs** – with one (1) one year renewal option.

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

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

### MASTER AGREEMENT TERMS AND CONDITIONS EXPLANATION

The Master Agreement Terms and Conditions will apply to all bids submitted for the 2018 Production Year cycle. Each bidder must complete and submit a **single** Master Agreement Terms and Conditions prior to submitting or with their first technical bid/ITB for 2018 Production Year Vehicle cycle.

## II. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing 2018 or Current Production Year Vehicles for the following groups: ½ Ton Trucks, Sedans, Vans and SUVs at a competitive and reasonable cost.

Bids shall conform to all instructions, conditions, and requirements included in the ITB. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this ITB, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the ITB.

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

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

In addition to the provision of the Invitation To Bids and the awarded bids, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract(s).

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

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: Dianna Gilliland  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

### C. COMMUNICATION WITH STATE STAFF

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. After the intent to award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State.

The following exceptions to these restrictions are permitted:

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

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an award.

### D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked with the ITB Number and the specific vehicle bid description. SPB is not obligated to respond to questions that are received late per the Schedule of Events.

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

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

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

**E. SUBMISSION OF MASTER AGREEMENT TERMS AND CONDITIONS**

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

**F. RECYCLING (§ 81-15,159(d)(2))**

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. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**H. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State,

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

**I. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB 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.

**J. BID PREPARATION COSTS**

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

**K. 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.

**L. PRICES**

All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid through the initial contract award period.

At renewal time, if the vehicle has rolled to the new model year, a price adjustment may be requested not to exceed five percent (5%) of the previous contract price or the amount of increase for the Producer Price Index (PPI – Motor Vehicles, WPS1411), whichever is less.

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

Any request for a price increase must be submitted in writing to the SPB for approval, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the increase (such as manufacturer invoices). The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

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.

**M. MODEL YEAR PAINT CHARTS**

When the vehicle rolls to the next model year or when the contract is being renewed, the Contractor shall provide a current paint chart for the current model year.

**N. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB technical sections become a part of the terms and conditions of the contract resulting from the ITB. Any deviations from the ITB technical sections must be clearly defined by the Bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

**O. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, 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 ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

**P. 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 ITB.

**Q. LUMP SUM OR 'ALL OR NONE' BIDS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

**R. BID REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are:

1. The completed Master Agreement Terms and Conditions signed using an indelible method (electronic signatures are not acceptable), received by State Purchasing Bureau before or with the first vehicle

bid submitted. Once submitted, the completed Master Agreement Terms and Conditions does not need to be re-submitted with each bid response for the 2018 Production Year.

For each technical ITB submitted, the following is required:

1. Original technical ITB, completed, signed and submitted in its entirety using an indelible method (electronic signatures are not acceptable) **FAILURE TO INCLUDE THIS FORM SIGNED IN INK WILL BE CAUSE FOR REJECTION OF THE CONTRACT INVITATION TO BID TECHNICAL RESPONSE;**
2. Clarity and responsiveness of the bid;
3. Any supporting documentation: color charts, warranties, etc.

**S. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in the ITB or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**T. SUBMISSION OF BIDS**

**ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!**

**Submit a separate and complete bid for each vehicle bid.** Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in the ITB.

**U. EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$25,000.00.

**V. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**W. LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Bidder and at Bidder's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

**X. BID OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

**Y. BID TABULATIONS**

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

**Z. BEST AND FINAL OFFER**

The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.

**AA. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.

**BB. REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.

**CC. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

**DD. AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

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

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at:

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

The protest procedure is available on the Internet at:

[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

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

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

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

Price;  
Location;  
Quality;  
Delivery time; and,

State contract management requirements and/or costs.

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

1. Minimum of 70% to bidder with lowest base price.
2. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 10% of the lowest base price.
3. Lowest base price may be based on engine size/fuel type and/or vehicle life cycle cost. (Cost of Vehicle) + ((80,000/EPA Estimated Highway MPG) x EIA Average Price Force\*) \*EIA Average Price for Midwest Region Regular Grade

**III. MASTER AGREEMENT TERMS AND CONDITIONS**


Bidder is expected to read the Master Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language. By signing the Master Agreement Terms and Conditions for the 2018 or Current Production Year, the Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the document. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject any future submitted technical bid(s). The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB. Bidders must submit the Master Agreement Terms & Conditions completed in its entirety.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

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

The contract resulting from the 2018 or Current Production Year ITB's shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Completed Master Agreement Terms and Conditions;
3. Amendments to the ITB;
4. Questions and Answers;
5. Contractor's bid (ITB);
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract


These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) Master Agreement Terms and Conditions, 5) the original ITB document and any Addenda, and 6) the Contractor's submitted Bid.

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



**B. NOTIFICATION**

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.


Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. GOVERNING LAW**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. CHANGE ORDERS OR SUBSTITUTIONS**

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


The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Vendor will not substitute any item that has been awarded without prior written approval of SPB.

**E. BREACH**


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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.


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

**F. NON-WAIVER OF BREACH**

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**G. SEVERABILITY**

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

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

**H. INDEMNIFICATION**

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


**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. SELF-INSURANCE (Statutory)**


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

**I. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.


**J. ASSIGNMENT, SALE, OR MERGER**

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

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.


**K. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.


The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**L. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.


**M. CONFIDENTIALITY**

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

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

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

**N. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**O. CONTRACT CLOSEOUT**

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

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property;

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

**P. ERRORS AND OMISSIONS**


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

			
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The Bidder shall not take advantage of any errors and/or omissions in the 2018 or Current Production Year Invitation To Bids or resulting contracts. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

**IV. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

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

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

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and


Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

1. If the Contractor is an individual or sole proprietorship, the following applies:
  - a. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the ITB response.
  - a. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - b. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**


The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.


**E. PERMITS, REGULATIONS, LAWS**

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.




**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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


If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. ANTITRUST**

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

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

**H. CONFLICT OF INTEREST**

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


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

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

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


The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**I. ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.


**J. DRUG POLICY**

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

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


**V. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

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


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

**B. TAXES**

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


The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

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

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

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

**I. FACTORY INSTALLATION**

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

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

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

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

**J. NON-CONTRACT ITEMS**

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

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

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

**L. BID SIGNATURES**

Technical bids must be signed using an indelible method (electronic signatures are not acceptable) by the bidder on the State of Nebraska's Contract Invitation to Bid form.

**M. CERTIFICATE OF TITLE**

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

**VII. INVITATION TO BID - GENERAL SPECIFICATIONS**

**BIDDER INSTRUCTIONS**




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

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


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

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.


**A. NON-COMPLIANCE STATEMENT**

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


**B. WITHDRAWAL OF BID**

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


**C. MOTOR VEHICLE INDUSTRIES REGULATION ACT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. All Bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid. Bids will only be accepted from Bidders who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.</p> <p>Nebraska Dealer License Number: <u>3943</u></p>
NOTES/COMMENTS:			


**D. ANNUAL USAGE, ESTIMATED**





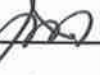



YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.</p>
NOTES/COMMENTS:			

**E. USAGE REPORT**



YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The vendor shall, upon request by the State of Nebraska, provide an annual usage report for the contract(s) by state agencies, boards and commissions, including political sub-divisions of the State of Nebraska. Information will include contract number, agency or political sub-division name, units purchased and dollar amount. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.</p>
NOTES/COMMENTS:			

**F. DELIVERY AFTER RECEIPT OF ORDER**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. All vehicles shall be delivered FOB Destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with a minimum of ¼ tank of gasoline in the tank. Vehicles showing lack of proper dealer pre-delivery service shall be subjected to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed</p>


			manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
			2. After the vehicle has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. <b>IMPORTANT</b> Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
			3. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
			4. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
			5. Invoices shall describe the truck, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
			6. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
			7. Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
			8. Vendor shall provide order number to the purchaser within five (5) business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
<b>NOTES/COMMENTS:</b>			

**G. ORDERS**



YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.  Once contracts are awarded, purchase orders issued by ordering agencies should include vehicle description, number of units ordering, shipping and billing location, agency delivery contact name and phone number and related information.
			2. Contractor is to provide manufacturer's order number to the purchasing agency or political sub-division within five (5) business days after the purchase order is received. Vehicle invoices or supporting documentation accompanying the invoices should include a hard copy, bar-coded version of the Vehicle Information Number (VIN) for each vehicle.
<b>NOTES/COMMENTS:</b>			




H. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
NOTES/COMMENTS:			


I. PRICES






YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Price quoted shall be unit price and shall be firm for the duration of the contract from date of award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified within a 200 mile radius. A drop shipment charge outside the 200 mile radius of Lincoln must be clearly noted on the ITB. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.  Contractor 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.
			2. Items not listed on the contract, but may be needed by the ordering agency for their business needs, may be added to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line "Non-Contract Item" line added to the purchase order.
NOTES/COMMENTS:			

J. AUTHORIZED DEALER


YES	NO	NO & PROVIDE ALTERNATIVE	
			1. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract.
NOTES/COMMENTS:			

K. SERVICE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United

			States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
			2. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
			3. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. <b>THERE WILL BE NO EXCEPTIONS!</b>
			4. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
			5. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
<b>NOTES/COMMENTS:</b>			

L. **SUBSTITUTIONS**

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

**M. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

YES	NO	<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.  <b>***CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES***</b></p>
		<p>1. Bidder is a <b>SOLE PROPRIETORSHIP</b> (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
		<p>2. Bidder is a <b>GENERAL PARTNERSHIP</b> (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</p>
		<p>3. Bidder is a <b>FOREIGN or DOMESTIC CORPORATION or BUSINESS</b> 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>4. Bidder is a <b>FOREIGN or DOMESTIC CORPORATION or BUSINESS</b> 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>

**Form A  
Bidder Contact Sheet  
Master Agreement Terms and Conditions**

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

Preparation of ITB Contact Information	
Bidder Name:	BAXTER CHRYSLER-DODGE-JEEP-RAM OF LINCOLN
Bidder Address:	6601 TELLURIDE DR. LINCOLN, NE. 68521
Contact Person & Title:	JIM MONOHON - FLEET SALES MANAGER
E-mail Address:	JMONOHON@BAXTERAUTO.COM - JIMMONOHON@YAHOO.COM
Telephone Number (Office):	402-493-7800 402-477-3777
Telephone Number (Cellular):	402-290-9544
Fax Number:	402-477-4989

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

Communication with the State Contact Information	
Bidder Name:	BAXTER CHRYSLER-DODGE-JEEP-RAM OF LINCOLN
Bidder Address:	6601 TELLURIDE DR. LINCOLN, NE. 68521
Contact Person & Title:	JOHN TUCKER - GENERAL MANAGER
E-mail Address:	JTUCKER@BAXTERAUTO.COM
Telephone Number (Office):	402-477-3777
Telephone Number (Cellular):	
Fax Number:	402-477-4989

*Jim Monohon*  
FLEET SALES MGR.

# STATE OF NEBRASKA

United States of America,     } ss.  
State of Nebraska                }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the  
State of Nebraska, do hereby certify that

**LINCOLN DODGE, INC.**

**incorporated on June 18, 1993 and is duly incorporated under the law of  
Nebraska;**

**that no occupation taxes due from and assessable against the Corporation are  
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the  
Corporation to the Secretary of State has become delinquent;**

**that Articles of Dissolution have not been filed.**

*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

**August 3, 2017**



*John A. Gale*  
Secretary of State

**STEP #4 SELECT - COLOR & TRIM CODES**

COLOR/TRIM		\$FWP	\$MSRP	BLACK	BLACK/LT GRAYSTONE
CLOTH LOW-BACK BUCKET SEATS	(S)	N/C	N/C		H7X1
PREMIUM CLOTH BUCKET SEATS	W/2_H OR ADZ	N/C	N/C		N7X1
*N7-X9 M/H ADZ	W/2_H OR ADZ	N/C	N/C	N7X9	

**MONOTONE PAINT - APA**

PRIMARY COLOR					
BILLET CLEAR COAT		N/C	N/C	PSC	PSC
BLACK ONYX CRYSTAL PEARL COAT		N/C	N/C	PXR	PXR
GRANITE PEARL COAT		N/C	N/C	PAU	PAU
INDIGO BLUE CLEAR COAT		N/C	N/C	PBM	PBM
OCTANE RED PEARL COAT		N/C	N/C	PRV	PRV
WHITE KNUCKLE CLEAR COAT		N/C	N/C	PW7	PW7

**BUY AMERICA**

Certificate of Compliance With 49 U.S.C. 5323(j).

The bidder hereby certifies that it will comply with the requirements of Section of 49 U.S.C. 5323(j) and the regulations at 49 CFR Part 661 as amended by the FAST Act.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature of contractor's Authorized Official: \_\_\_\_\_

Name and Title of contractor's Authorized Official: \_\_\_\_\_

Certificate for Non-Compliance With 49 U.S.C. 5323(j)(2)(C)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C) or and the applicable regulations in 49 CFR, ~~661.11-~~ 661.7 DP

Date: 10/20/17

Company Name: BAXTER C-D-J-R

Signature of contractor's Authorized Official: *Jim Monahan*

Name and Title of contractor's Authorized Official: JIM MONAHAN - FLEET SALES MANAGER

## Gilliland, Dianna

---

**From:** Leonard Monohon <jmmonohon@yahoo.com>  
**Sent:** Friday, October 20, 2017 1:25 PM  
**To:** Gilliland, Dianna  
**Subject:** Buy America Form  
**Attachments:** Buy America Form.pdf



## Gilliland, Dianna

---

**From:** Gilliland, Dianna  
**Sent:** Thursday, October 19, 2017 4:05 PM  
**To:** jmonohon@baxterauto.com  
**Cc:** Masek, Wayne; Severin, Kate  
**Subject:** 5650 OF - 7 Passenger Van - Buy America Form  
**Attachments:** Buy America Form.docx; 5650 OF Baxter C-D-J-R.PDF

**Categories:** Printed

Jim,

It's my understanding that Dodge has an exception from the FTA which allows Dodge Grand Caravans to be purchased with federal funds until 09/2019.

Please complete and sign the bottom half of the attached Buy America form, certificate for non-compliance but may qualify for an exception. The form needs to be corrected so federal monies may be used to purchase these vans for political sub-divisions.

A copy of your bid is attached for reference.

Contact myself or Wayne Masek (402-479-4369) with further questions.

*Thank you,*

**Dianna Gilliland**

*Buyer II* | MATERIEL DIVISION - STATE PURCHASING BUREAU

**Nebraska Department of Administrative Services**

**1526 K Street, Suite 130, Lincoln NE 68508**

OFFICE 402-471-4193

FRONT DESK 402-471-6500

FAX 402-471-2089

[Dianna.gilliland@nebraska.gov](mailto:Dianna.gilliland@nebraska.gov)

[das.nebraska.gov](http://das.nebraska.gov) | [Facebook](#) | [Twitter](#)

# State of Nebraska - INVITATION TO BID CONTRACT

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

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

<b>Date</b>	8/9/17	<b>Page</b>	1 of 5
<b>Solicitation Number</b>	5650 OF		
<b>Opening Date and Time</b>	09/08/17	2:00 pm	
<b>Buyer</b>	DIANNA GILLILAND (AS)		

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

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. " Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2018 OR CURRENT PRODUCTION YEAR FRONT WHEEL DRIVE 7 PASSENGER 4 BUCKET SEATS MINIVAN FLEX FUEL VEHICLE E85 to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

(vc 08/04/17)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	<b>FFV E85 7 PASSENGER MINIVAN</b> <b>FWD 4 BUCKET SEATS</b> 2018 or Current Production Year Front Wheel Drive 7 Passenger 4 Bucket Seats Minivan Flex Fuel Vehicle E85	1.0000	EA	_____	_____

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

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

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

**Sign Here** \_\_\_\_\_  
(Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

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

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

# State of Nebraska - INVITATION TO BID CONTRACT

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

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

<b>Date</b>	8/9/17	<b>Page</b>	2 of 5
<b>Solicitation Number</b>	5650 OF		
<b>Opening Date and Time</b>	09/08/17	2:00 pm	
<b>Buyer</b>	DIANNA GILLILAND (AS)		

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

## INVITATION

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

Minimum Wheelbase: 120"  
Length: 185"  
Engine Size: 2.5L I4  
Tire Size: 16"

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Series, Code, Trim Level: \_\_\_\_\_

Engine: \_\_\_\_\_

EPA: \_\_\_\_\_

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

MSRP as bid: \_\_\_\_\_

If unit will seat more than 7 passengers, state number: \_\_\_\_\_

State type of rear door being bid: \_\_\_\_\_

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

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

<b>2</b>	<b>E15 COMPLIANT 7 PASSENGER</b> MINIVAN FWD 4 BUCKET SEATS 2018 or Current Production Year Front Wheel Drive 7 Passenger 4 Bucket Seats Minivan E15 Compliant	<b>1.0000</b>	<b>EA</b>	_____	_____
----------	---	---------------	-----------	-------	-------

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

E15 (Units capable of operating on a fuel mixture of up to 15% Ethanol/ 85% Unleaded gasoline without additional change or conversion.)

Make: \_\_\_\_\_

Model: \_\_\_\_\_

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## INVITATION

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

Series, Code, Trim Level: \_\_\_\_\_

Engine: \_\_\_\_\_

EPA: \_\_\_\_\_

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

MSRP as bid: \_\_\_\_\_

If unit will seat more than 7 passengers, state number: \_\_\_\_\_

State type of rear door being bid: \_\_\_\_\_

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

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

### OPTIONS

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

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

3	<b>ENGINE (OTHER GAS)</b> ALTERNATE ENGINE SIZE	1.0000	EA	_____	_____
	STATE ENGINE SIZE: _____				
4	<b>REAR SEATS WITH HEAVY</b> DUTY FOAM RUBBER CUSHIONS WITH VINYL COVERING. MUST BE QUICK DISCONNECT	1.0000	EA	_____	_____
5	<b>7-PASSENGER WITH HEAVY</b> DUTY CLOTH BENCH SEATS (DEDUCT)	1.0000	EA	(_____)	(_____)

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**DESTINATION OF GOODS**  
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FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	DEDUCTION OF DEEP TINT GLASS BACK TO STANDARD TINTED SAFETY GLASS	1.0000	EA	(_____)	(_____)
7	FULL-SIZE SPARE TIRE (CAN BE STEEL RIM)	1.0000	EA	_____	_____
8	POWER ELECTRIC SEATS	1.0000	EA	_____	_____
9	FACTORY FLOOR MATS FRONT AND REAR (DEDUCT)	1.0000	EA	(_____)	(_____)
10	ADDITIONAL FOB IF EQUIPPED WITH KEYLESS REMOTE ENTRY	1.0000	EA	_____	_____
11	STANDARD PAINT - ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS	1.0000	EA	_____	_____
12	EXTRA COST PAINT ATTACH LIST AND IDENTIFY AS EXTRA COST PAINTS	1.0000	EA	_____	_____
13	ALL-WHEEL DRIVE (AWD)	1.0000	EA	_____	_____
14	SECOND POWER OUTLET IN REAR OF VEHICLE	1.0000	EA	_____	_____
15	PROTECTIVE SAFETY CAGE BEHIND DRIVER'S SEAT	1.0000	EA	_____	_____
16	IN-FLOOR, SEAT STORAGE CONVERSION SYSTEM (PASSENGER TO CARGO) IF NOT STANDARD EQUIPMENT	1.0000	EA	_____	_____
17	SERVICE REPAIR MANUAL EQUIPMENT & ENGINE	1.0000	EA	_____	_____
CIRCLE TYPE OF SERVICE REPAIR MANUAL AVAILABLE: PAPER COPY, CD ROM, OR ONLINE					
18	PARTS MANUAL EQUIPMENT & ENGINE	1.0000	EA	_____	_____

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**DESTINATION OF GOODS**  
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FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	CIRCLE TYPE OF PARTS MANUAL AVAILABLE: PAPER COPY, CD ROM, OR ONLINE				
19	<b>REVERSE SENSING SYSTEM</b> IF AVAILABLE FROM FACTORY	1.0000	EA	_____	_____
20	<b>KEYLESS REMOTE ENTRY</b> SHALL INCLUDE TWO (2) FOBS TO ENTER THE VEHICLE	1.0000	EA	_____	_____
21	<b>DROP SHIPMENT CHARGES</b> OUTSIDE THE LINCOLN AREA ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	1.0000	MI	_____	_____
22	<b>PROTECTIVE VINYL BODY MOLDING</b> DEALER INSTALLED IF NOT STANDARD EQUIPMENT	1.0000	EA	_____	_____
23	<b>REAR VISION CAMERA</b> DEALER OR FACTORY INSTALLED	1.0000	EA	_____	_____
24	<b>LUMBAR SUPPORT FOR</b> FRONT SEATS IF NOT STANDARD EQUIPMENT	1.0000	EA	_____	_____
25	<b>DEALER INSTALLED REAR</b> WINDOW DEFROSTER IF NOT STANDARD EQUIPMENT	1.0000	EA	_____	_____
26	<b>ELECTRONIC STABILITY/ ROLLOVER</b> SYSTEM IF NOT STANDARD EQUIPMENT	1.0000	EA	_____	_____

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

**SCHEDULE OF EVENTS**

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

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1	Release Invitation to Bid	August 9, 2017
2	Last Day to Submit Written Questions	August 16, 2017
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html">http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html</a>	August 17, 2017
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 8, 2017 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 5650 OF; FRONT WHEEL DRIVE 7 PASSENGER 4 BUCKET SEATS MINIVAN FFV E85 Questions". It is preferred that questions be sent via e-mail to [as.materiel purchasing@nebraska.gov](mailto:as.materiel purchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Dianna Gilliland, showing the total number of pages transmitted, and clearly marked "ITB Number 5650 OF; FRONT WHEEL DRIVE 7 PASSENGER 4 BUCKET SEATS MINIVAN FFV E85 Questions".

**Written answers will be provided through an addendum to be posted on the internet at [http://das.nebraska.gov/materiel/purchase\\_bureau/vendor/vehicle-itb.html](http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html) shown in the Schedule of Events.**

**The Master Agreement Terms and Conditions apply to this Invitation to Bid.**

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

**BIDDER INSTRUCTIONS**

***Bidder must respond to each of the following statements.*** Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A “YES” response means the bidder guarantees they can meet this condition. A “NO” response means the bidder cannot meet this condition and will not be considered. “NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. **The State of Nebraska shall determine at its sole discretion whether or not the vendor’s alternative is an acceptable alternative.**

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

YES	NO	NO & PROVIDE ALTERNATIVE	1. BODY
			A. Color: Body color and interior trim will be selected from manufacturer’s standard colors. (Note: Attached color charts shall be considered manufacturer colors with no extra cost unless specified in the options).
			B. Glass: Approved tinted safety glass shall be in all doors, windows, and windshields. Sunscreen glass (darkest tint of privacy glass) on side and rear windows.
			C. Insulation: Heavy duty insulation in roof, floor, sidewalls and doors must be furnished as standard on passenger vans. Full-length headliner to be furnished.
			D. Doors: Right and left side sliding doors for passenger use.
			E. Seats: The unit shall be equipped with foam rubber cushions, with cloth covering with vinyl trim. The two front seats and the two center seats are to be high back bucket or captain’s chair type, with two arm rests on each seat. All rear seats shall be quick-disconnect type or stow-and-go capable seating.
			F. Arm Rests: Both left and right-hand sides of each front seat. Door armrests will be accepted.
			G. Sun Visors: Dual, padded.
			H. Mirrors: Interior rear vision adjustable, day and night tab (selector type, non-glare). Outside rear vision mirrors of electric remote control type mounted on left and right sides of vehicle.
			I. Power Outlet.
			J. Seat Belts: Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.
			K. Windshield Wipers and Washer: Multiple-speed electric with washer and intermittent or delay capability. Rear window wiper and washers.
			L. Air Conditioner: Manufacturer’s dual front and rear factory installed air-conditioning, manually controlled, to include all items normally included in the factory package.
			M. Heater: Dual front and rear fresh air type heater with windshield defroster shall be installed.
			N. Manufacturer’s Rear Window Defroster.



**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

			O. Radio: Manufacturer's stereo AM/FM.
			P. Lights: Halogen high beam headlights with low beam; back up lights; dome light. Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights. Daytime running lights if available.
			Q. Floor Coverings: Passenger Van: Full-length carpeting, both front and rear.
			R. Floor mats: Motor vehicle shall be delivered with factory floor mats (front and Rear).
			S. Manufacturer's electric Power Locks.
			T. Hood Release: Inside.
			U. Manufacturer's automatic speed control.
			V. Airbag: Manufacturer equipped and installed.
			W. Fuel Tank: Minimum, 15-gallon regular model. State gallon size bid: _____.
			X. Manufacturer's electric power windows.
			Y. Two (2) keys to enter and operate vehicle. Check ___ if vehicle will have keys ONLY.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	2. ENGINE AND DRIVE TRAIN
			A. Engine: Minimum standards as stated in the specifications.
			B. Transmission: Minimum six forward Speed Automatic, with lock up converter.
			C. Air Cleaner: Dry type.
			D. Oil Filter: Full flow throwaway types.
			E. Axle Ratio: Manufacturer's standard.
<b>NOTES/COMMENTS:</b>			

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	3. SUSPENSION AND RUNNING GEAR
			A. Wheelbase: Minimum standards as stated in the specifications.
			B. Power steering.
			C. Steering Wheel/Column: Manufacturer's tilt steering wheel.
			D. Wheels: Standard original equipment wheels (4) (minimum 16 inches). Four-wheel covers. The spare to match the four OEM tires and wheels if available from the factory.
			E. Tires: Four standard (minimum 16 inches) original or optional equipment tires shall be furnished. "Mini" or "compact" spares offered as original equipment are acceptable. All tires shall be all season steel-belted radials manufactured and labeled by a major manufacturer and installed by factory. The spare can be a steel rim. Tires should have a 50,000-mile tire rating. The inability to provide all season steel-belted radial tires as standard original or optional equipment shall be noted as an exception in the bid.
			F. Brakes: Four wheel disk brakes and Anti-Lock braking system.
			G. Suspension: Must be designed to handle passenger and cargo requirements.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ELECTRICAL SYSTEM
			A. Ignition system: 12-volt, solid state. Must be equipped with high tension, radio frequency shielded, ignition wiring.
			B. Battery: Heavy-duty, maintenance free, highest cold cranking amperage capacity available from the factory for the model bidding. Specify Amperage: _____
			C. Alternator: Standard. State Amperage Rating: _____.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. MISCELLANEOUS
			A. All mini vans shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection. A thermostat shall be installed for permanent-type antifreeze and shall have equipped a coolant recovery system.

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

			B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
			C. Manufacturer's standard complement of tools, bumper jack, wheel wrench, and jack handle shall be provided, together with facilities for storage.
			D. All equipment such as floor mats and two (2) keys shall be with the vehicle upon delivery.
			E. Purchase orders issued from the resulting contract(s) may specify prospective <u>delivery dates</u> due to agency operational needs and budget; upon acceptance of purchase order Contractor agrees to abide by any such prospective delivery date.
			F. Non-Contract Items are items not listed on the contract, but may be needed by the ordering agency for their business needs to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line 'Non-Contract Item' line to the purchase order.
			G. Contractor can provide a link to price list for Non-Contract Items or catalog pricing for MSRP with corresponding discount from MSRP.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	6. SUSTAINABILITY
			A. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes.

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	7. DELIVERY
			A. All vehicles shall be delivered FOB destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline. Vehicles showing lack of proper dealer pre-delivery service shall be subject to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
			B. After the van has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. <b>IMPORTANT</b> Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday,

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

			Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
			C. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
			D. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
			E. Invoices shall describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
			F. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
			G. Motor vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
			H. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	8. WARRANTY
			A. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards or delayed warranty forms with manufacturer mailing information in order to properly activate said warranty.
			B. Minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater. A minimum of 5 years, 100,000 miles rust warranty. Indicate standard manufacturer's warranties. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different and noted if different than requested.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	9. SERVICE
			A. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers,

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

			geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
			B. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
			C. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.
			D. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. <b>THERE WILL BE NO EXCEPTIONS!</b>
			E. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
			F. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	10. EXTENSION OPTION
			A. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	11. BID COMPLIANCE
			A. Technical specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.
<b>NOTES/COMMENTS:</b>			

**STATE OF NEBRASKA PURCHASING BUREAU  
TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	12. MASTER AGREEMENT TERMS AND CONDITIONS
			<p>A. The Master Agreement Terms and Conditions have been read and fully understood. Any exceptions with the Master Terms and Conditions have been written on the document or attached. The Master Agreement is signed and has been returned to State Purchasing Bureau before or with the first bid submitted.</p> <p>The Master Agreement Terms and Conditions is located at:  <a href="http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html">http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html</a></p> <p>Please note that the Master Agreement Terms and Conditions are required to be signed and submitted to the State Purchasing Bureau on or before the bidder submits their first bid for the 2018 Production Model Year. Once submitted for the 2018 Production Year, the Master Agreement Terms and Conditions are valid for every bid submitted for any category of vehicle during this cycle.</p>
<p><b>NOTES/COMMENTS:</b></p>			

## **PROCUREMENT REQUIREMENTS FOR VEHICLE PURCHASE WITH FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS**

### **GENERAL**

The following terms, conditions, and specifications shall apply to the purchase of FTA funded passenger vehicles by the Nebraska Department of Transportation.

### **ROYALTIES AND LICENSE FEES**

The Contractor shall pay all royalties and license fees. He shall defend at his own cost all suits or claims for infringements of any patent rights, shall pay all awards of damages and all settlement agreements, and shall indemnify and save the U.S. Department of Transportation (DOT), the State of Nebraska, and the recipient agency to which the Nebraska Department of Transportation delivers the vehicle(s) harmless from any loss on account of any such infringement, suit or claim.

### **FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND AMERICANS WITH DISABILITIES ACT (ADA)**

The vehicles shall conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS), Title 49 CFR Part 38, Subpart B ADA specs for Transportation Vehicles as established by DOT (complete and submit certification). It shall also meet all applicable requirements of the Occupational Safety and Health Administration and of the Environmental Protection Agency. Failure of these specifications to identify explicitly each such regulation shall not relieve the Contractor of the responsibility for compliance.

### **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, and amended August 4, 1998 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not

perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.

## **CIVIL RIGHTS**

The following requirements apply to the underlying contract:

(1) **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, 42 U.S.C. 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 20003e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et. seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act, as amended, U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.**

Instructions for Certification

**By signing and submitting this bid, the prospective lower tier participant certifies to the following:**

A. The certification this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the State may pursue available remedies, including suspension and/or debarment.



B. The prospective lower tier participant shall provide immediate written notice to the State if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the State for assistance in obtaining a copy of those regulations.

D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the State.

E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

G. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

H. Except for transactions authorized under paragraph D of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the State may pursue available remedies including suspension and/or debarment.

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction**

(1) [The prospective lower tier participant certifies, by submission of this bid or proposal], that neither it nor its “principals” [as defined at 49 C.F.R. 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **ENERGY CONSERVATION REQUIREMENTS**

By signing and submitting this bid, the prospective lower tier participant certifies that it will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **CLEAN WATER REQUIREMENTS**

**By signing and submitting this bid, the prospective lower tier participant certifies that it will** comply with all applicable standards, orders, or regulations issued to the Federal water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the purchaser and understands and

agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **CLEAN AIR REQUIREMENTS**

By signing and submitting this bid, the prospective lower tier participant certifies that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENT**

The Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and cost of final assembly.

(2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS.

Complete the Buy America Certification.

### **RESTRICTIONS ON LOBBYING**

The certification on Lobbying must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

### **BUY AMERICA**

The contractor agrees to comply with 49 U.S.C. 5323 (j)(2)© and 49 CFR Part 661.11 Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Buy America certification must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

### **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

In accordance with Title 49 of the Code of Federal Regulations, Part 26, Subpart C, Section 26.49 Special Provisions for Transit Vehicle Manufacturers, it is a requirement that each vehicle manufacturer must certify compliance with this section as a condition of authorization to bid on transit vehicle purchases, which are utilizing Federal Transit Administration funds. The regulation provides that the Transit Vehicle Manufacturer will certify that:

- 1) They have submitted annual overall DBE goals to FTA; and that,
- 2) FTA has either approved their overall goals, or that FTA has not disapproved their overall goals.

The Disadvantaged Business Enterprises Certification must be signed by a legally authorized representative of the bidder's firm and returned with the bid. A Vehicle Manufacturer failing to make this certification is considered non-responsive and cannot be awarded the contract.

**PROMPT PAYMENT CLAUSE**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from receipt of each payment the prime contractor receives from the State. The prime contractor agrees further to return retainage withheld to ensure satisfactory completion of the work, to each subcontractor within 30 days after the subcontractor achieves the specified work as verified by payment from the State.

Any disputes that arise regarding the satisfactory completion of work by a subcontractor may be brought to the attention of the State, which will make a determination. Any delay of payment from the above-referenced time frame may occur only for good cause following written approval from the State. This clause applies to both DBE and non-DBE subcontractors.

The failure by the prime contractor to carry out the requirements of the *Prompt Payment Clause* and/or timely return of retainage, without just cause, is a material breach of this contract, which may result in the State withholding payment from the prime contractor until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this contract, or other such remedy as the State deems appropriate.

**NOTE:** The prime contractor may withhold payment only for just cause, and must notify the State in writing of its intent to withhold payment prior to actually withholding payment. The prime contractor shall not withhold, delay or postpone payment without first receiving written approval from the State.

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**CERTIFICATION REGARDING LOBBYING**

The undersigned {contractor} certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds or other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [ as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature of contractor's Authorized Official: \_\_\_\_\_

Name and Title of contractor's Authorized Official: \_\_\_\_\_

**BUY AMERICA**

Certificate of Compliance With 49 U.S.C. 5323(j).

The bidder hereby certifies that it will comply with the requirements of Section of 49 U.S.C. 5323(j) and the regulations at 49 CFR Part 661 as amended by the FAST Act.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature of contractor's Authorized Official: \_\_\_\_\_

Name and Title of contractor's Authorized Official: \_\_\_\_\_

Certificate for Non-Compliance With 49 U.S.C. 5323(j)(2)(C)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C) or and the applicable regulations in 49 CFR, 661.11.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature of contractor's Authorized Official: \_\_\_\_\_

Name and Title of contractor's Authorized Official: \_\_\_\_\_

**DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION**

The following certification must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

The Bidder certifies that the transit vehicle(s) to be provided under this quotation will be provided by a manufacturer which is in compliance with Special Provisions for Transit Vehicle Manufacturers, Title 49 of the Code of Federal Regulations, Part 26, Subpart C, Section 26.49.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature of contractor's Authorized Official: \_\_\_\_\_

Name and Title of contractor's Authorized Official: \_\_\_\_\_

**FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION**

I, \_\_\_\_\_ certify that the vehicle bid will meet all  
*(Printed Name of Vendor/Agent)*

appropriate Federal Motor Vehicle Safety Standards.

\_\_\_\_\_  
*Signature of Contractor's Authorized Official*

\_\_\_\_\_  
*Date*

**MASTER AGREEMENT TERMS AND CONDITIONS  
FOR 2018 OR CURRENT PRODUCTION YEAR  
VEHICLE BID SEASON  
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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

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

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

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

**Bid:** The offer submitted by a vendor in a response to written solicitation.

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

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

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Change Order:** Document that provides amendments to an executed purchase order.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

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

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

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

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/s (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the ITB, ITB (written solicitation) or contract are completed.

**Invalid Bid:** i.e., a fax or email response for a term contract.

**Late Bid:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Model Year Order Cut-Off:** The last day on which the Contractor will accept a purchase order for an awarded model due to manufacturer production scheduling.

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

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

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

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

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

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

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Point of Contact (POC):** The person designated to receive communications and to communicate

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

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

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

**Program Set:** The group of programs and products, including the Licensed Software specified in the ITB, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

**Proposal:** See Bid.

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

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

**Public Bid Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

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

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

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

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers.

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

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

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

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

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

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

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

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

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

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

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

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

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

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

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

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

**Work Day:** See Business Day.

## I. SCOPE OF THE MASTER AGREEMENT TERMS AND CONDITIONS

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), will be issuing Invitation To Bids, for the purpose of selecting qualified Contractors to provide 2018 or Current Production Year Vehicles.

SPB will be requesting bids for the following:

**½ Ton Trucks** – with one (1) one year renewal option,  
**Sedans** – with one (1) one year renewal option,  
**Vans** – with one (1) one year renewal option, and  
**SUVs** – with one (1) one year renewal option.

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

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

### MASTER AGREEMENT TERMS AND CONDITIONS EXPLANATION

The Master Agreement Terms and Conditions will apply to all bids submitted for the 2018 Production Year cycle. Each bidder must complete and submit a **single** Master Agreement Terms and Conditions prior to submitting or with their first technical bid/ITB for 2018 Production Year Vehicle cycle.

## II. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing 2018 or Current Production Year Vehicles for the following groups: ½ Ton Trucks, Sedans, Vans and SUVs at a competitive and reasonable cost.

Bids shall conform to all instructions, conditions, and requirements included in the ITB. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this ITB, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the ITB.

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

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

In addition to the provision of the Invitation To Bids and the awarded bids, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract(s).

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

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: Dianna Gilliland  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

### C. COMMUNICATION WITH STATE STAFF

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. After the intent to award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State.

The following exceptions to these restrictions are permitted:

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

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an award.

### D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked with the ITB Number and the specific vehicle bid description. SPB is not obligated to respond to questions that are received late per the Schedule of Events.

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

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

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

**E. SUBMISSION OF MASTER AGREEMENT TERMS AND CONDITIONS**

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

**F. RECYCLING (§ 81-15,159(d)(2))**

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. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**H. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State,

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

**I. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB 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.

**J. BID PREPARATION COSTS**

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

**K. 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.



**L. PRICES**

All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid through the initial contract award period.

At renewal time, if the vehicle has rolled to the new model year, a price adjustment may be requested not to exceed five percent (5%) of the previous contract price or the amount of increase for the Producer Price Index (PPI – Motor Vehicles, WPS1411), whichever is less.

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

Any request for a price increase must be submitted in writing to the SPB for approval, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the increase (such as manufacturer invoices). The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

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.

**M. MODEL YEAR PAINT CHARTS**

When the vehicle rolls to the next model year or when the contract is being renewed, the Contractor shall provide a current paint chart for the current model year.

**N. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB technical sections become a part of the terms and conditions of the contract resulting from the ITB. Any deviations from the ITB technical sections must be clearly defined by the Bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

**O. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, 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 ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

**P. 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 ITB.

**Q. LUMP SUM OR 'ALL OR NONE' BIDS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

**R. BID REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are:

1. The completed Master Agreement Terms and Conditions signed using an indelible method (electronic signatures are not acceptable), received by State Purchasing Bureau before or with the first vehicle

bid submitted. Once submitted, the completed Master Agreement Terms and Conditions does not need to be re-submitted with each bid response for the 2018 Production Year.

For each technical ITB submitted, the following is required:

1. Original technical ITB, completed, signed and submitted in its entirety using an indelible method (electronic signatures are not acceptable) **FAILURE TO INCLUDE THIS FORM SIGNED IN INK WILL BE CAUSE FOR REJECTION OF THE CONTRACT INVITATION TO BID TECHNICAL RESPONSE;**
2. Clarity and responsiveness of the bid;
3. Any supporting documentation: color charts, warranties, etc.

**S. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in the ITB or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**T. SUBMISSION OF BIDS**

**ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!**

**Submit a separate and complete bid for each vehicle bid.** Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in the ITB.

**U. EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$25,000.00.

**V. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**W. LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Bidder and at Bidder's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

**X. BID OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

**Y. BID TABULATIONS**

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

**Z. BEST AND FINAL OFFER**

The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.

**AA. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.

**BB. REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.

**CC. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

**DD. AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

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

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at:

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

The protest procedure is available on the Internet at:

[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

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

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

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

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

State contract management requirements and/or costs.

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

1. Minimum of 70% to bidder with lowest base price.
2. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 10% of the lowest base price.
3. Lowest base price may be based on engine size/fuel type and/or vehicle life cycle cost. (Cost of Vehicle) + ((80,000/EPA Estimated Highway MPG) x EIA Average Price Force\*) \*EIA Average Price for Midwest Region Regular Grade

**III. MASTER AGREEMENT TERMS AND CONDITIONS**

Bidder is expected to read the Master Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language. By signing the Master Agreement Terms and Conditions for the 2018 or Current Production Year, the Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the document. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject any future submitted technical bid(s). The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB. Bidders must submit the Master Agreement Terms & Conditions completed in its entirety.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

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

The contract resulting from the 2018 or Current Production Year ITB's shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Completed Master Agreement Terms and Conditions;
3. Amendments to the ITB;
4. Questions and Answers;
5. Contractor's bid (ITB);
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) Master Agreement Terms and Conditions, 5) the original ITB document and any Addenda, and 6) the Contractor's submitted Bid.

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

**B. NOTIFICATION**

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. GOVERNING LAW**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. CHANGE ORDERS OR SUBSTITUTIONS**

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Vendor will not substitute any item that has been awarded without prior written approval of SPB.

**E. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

**F. NON-WAIVER OF BREACH**

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**G. SEVERABILITY**

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

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

**H. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. SELF-INSURANCE (Statutory)**

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

**I. ATTORNEY’S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney’s fees and costs, if the other party prevails.

**J. ASSIGNMENT, SALE, OR MERGER**

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

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor’s business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**K. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

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



The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**L. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

**M. CONFIDENTIALITY**

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

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

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

**N. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**O. CONTRACT CLOSEOUT**

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

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property;

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

**P. ERRORS AND OMISSIONS**

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

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The Bidder shall not take advantage of any errors and/or omissions in the 2018 or Current Production Year Invitation To Bids or resulting contracts. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

**IV. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

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

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

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and

Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

1. If the Contractor is an individual or sole proprietorship, the following applies:
  - a. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the ITB response.
  - a. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - b. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. ANTITRUST**

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

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

**H. CONFLICT OF INTEREST**

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

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

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**I. ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**J. DRUG POLICY**

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

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

**V. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

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

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

**B. TAXES**

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

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

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

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

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.



**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## VI. SCOPE OF WORK

### A. SCOPE

It is the intent of this Master Agreement Terms and Conditions and future bid invitations to establish contracts to supply 2018 or Current Production Year vehicles from date of award for a period of one (1) year with the option to renew for an additional one (1) year period when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

Contracts will be established for the following groups:

#### **½ Ton Trucks**

**Sedans**

**Vans**

**SUVs**

All items bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the 2018 or Current Production year vehicles.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

The 1/2 ton trucks, complete with enclosed cabs, furnished under the respective specifications shall be the latest model standard production units, offered to the general trade, equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory. "Stripped" truck versions are specifically excluded.

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

All vehicles offered must meet or exceed the minimum specifications. It is intended the manufacturer will build the vehicle to specifications and the selling or servicing dealer will be required only to perform the normal pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to the specifications.

### B. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

### C. REVISIONS

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

### D. ACCEPTABLE MODELS

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

### E. ANNUAL USAGE

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each items ordered by or for any agency during the life of the contracts. Vendors shall not impose order requirements.

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

Vehicle usage numbers for groups being bid for 2018 Production Year:

A. ½ Ton Trucks – 154

- B. Sedans – 251
- C. Van – 125
- D. SUV's – 51

Vehicle usage numbers for groups being renewed for 2018 Production Year:

- A. ¾ Ton Trucks – 114
- B. 1 Ton Trucks – 41
- C. Police – 227

Based on last year's usage, approximately 963 vehicles may be purchased from the all State of Nebraska contracts (awarded and existing) for the 2018 production year.

**F. DELIVERY**

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

Odometer mileage:

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

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

**G. MODEL YEAR ORDER CUT-OFF DATES**

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

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

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

Nebraska State Purchasing Bureau  
Dianna Gilliland, Buyer  
[Dianna.gilliland@nebraska.gov](mailto:Dianna.gilliland@nebraska.gov)

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

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

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

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

**H. ENVIRONMENTAL PROTECTION AGENCY (EPA) HIGHWAY MILEAGE**

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

**I. FACTORY INSTALLATION**

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

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

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

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

**J. NON-CONTRACT ITEMS**

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

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

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

**L. BID SIGNATURES**

Technical bids must be signed using an indelible method (electronic signatures are not acceptable) by the bidder on the State of Nebraska's Contract Invitation to Bid form.

**M. CERTIFICATE OF TITLE**

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

**VII. INVITATION TO BID - GENERAL SPECIFICATIONS**

**BIDDER INSTRUCTIONS**

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

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

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

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder’s alternative is an acceptable alternative.

**A. NON-COMPLIANCE STATEMENT**

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

**B. WITHDRAWAL OF BID**

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

**C. MOTOR VEHICLE INDUSTRIES REGULATION ACT**

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

**D. ANNUAL USAGE, ESTIMATED**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.</p>
NOTES/COMMENTS:			

**E. USAGE REPORT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The vendor shall, upon request by the State of Nebraska, provide an annual usage report for the contract(s) by state agencies, boards and commissions, including political sub-divisions of the State of Nebraska. Information will include contract number, agency or political sub-division name, units purchased and dollar amount. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.</p>
NOTES/COMMENTS:			

**F. DELIVERY AFTER RECEIPT OF ORDER**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. All vehicles shall be delivered FOB Destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with a minimum of ¼ tank of gasoline in the tank. Vehicles showing lack of proper dealer pre-delivery service shall be subjected to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed</p>

			manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
			2. After the vehicle has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. <b>IMPORTANT</b> Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
			3. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
			4. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
			5. Invoices shall describe the truck, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
			6. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
			7. Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
			8. Vendor shall provide order number to the purchaser within five (5) business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
<b>NOTES/COMMENTS:</b>			

**G. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.  Once contracts are awarded, purchase orders issued by ordering agencies should include vehicle description, number of units ordering, shipping and billing location, agency delivery contact name and phone number and related information.
			2. Contractor is to provide manufacturer's order number to the purchasing agency or political sub-division within five (5) business days after the purchase order is received. Vehicle invoices or supporting documentation accompanying the invoices should include a hard copy, bar-coded version of the Vehicle Information Number (VIN) for each vehicle.
<b>NOTES/COMMENTS:</b>			

**H. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
<b>NOTES/COMMENTS:</b>			

**I. PRICES**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Price quoted shall be unit price and shall be firm for the duration of the contract from date of award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified within a 200 mile radius. A drop shipment charge outside the 200 mile radius of Lincoln must be clearly noted on the ITB. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.  Contractor 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.
			2. Items not listed on the contract, but may be needed by the ordering agency for their business needs, may be added to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line "Non-Contract Item" line added to the purchase order.
<b>NOTES/COMMENTS:</b>			

**J. AUTHORIZED DEALER**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract.
<b>NOTES/COMMENTS:</b>			

**K. SERVICE**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United



			States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
			2. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
			3. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!
			4. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
			5. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
<b>NOTES/COMMENTS:</b>			

**L. SUBSTITUTIONS**

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

**M. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

YES	NO	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. ***CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES***
		<p><b>1.</b> Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
		<p><b>2.</b> Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</p>
		<p><b>3.</b> 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><b>4.</b> 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>

**Form A**  
**Bidder Contact Sheet**  
**Master Agreement Terms and Conditions**

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

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

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

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