

MINUTES
LANCASTER COUNTY BOARD OF COMMISSIONERS
COUNTY-CITY BUILDING, ROOM 112
TUESDAY, JULY 30, 2019
9:00 A.M.

Advance public notice of the Board of Commissioners meeting was posted on the County-City Building bulletin board and the Lancaster County, Nebraska, web site and emailed to the media on July 26, 2019.

Commissioners present: Roma Amundson, Chair; Sean Flowerday, Vice Chair; Deb Schorr; Rick Vest; and Christa Yoakum

Others present: Kerry Eagan, Chief Administrative Officer; Ann Ames, Deputy Chief Administrative Officer; Jenifer Holloway, Deputy County Attorney; Dan Nolte, County Clerk; Cori Beattie, Deputy County Clerk; and Monét McCullen, County Clerk's Office

The meeting was called to order at 9:01 a.m., the Pledge of Allegiance was recited and the location of the Nebraska Open Meetings Act was announced.

1) MINUTES:

A. Approval of the minutes of the Board of Commissioners meeting held on Tuesday, July 23, 2019.

MOTION: Flowerday moved and Vest seconded approval of the minutes. Flowerday, Yoakum, Vest and Amundson voted yes. Schorr was absent. Motion carried 4-0.

2) CLAIMS:

A. Approval of all claims processed through July 30, 2019.

MOTION: Vest moved and Yoakum seconded approval of the claims. Vest, Flowerday, Yoakum and Amundson voted yes. Schorr was absent. Motion carried 4-0.

Commissioner Schorr entered the meeting at 9:05 a.m.

3) CONSENT ITEMS: These are routine business items that are expected to be adopted without dissent. Any individual item may be removed for special discussion and consideration by a Commissioner or by any member of the public without prior notice. Unless there is an exception, these items will be approved as one with a single vote of the Board of Commissioners. These items are approval of:

A. Amendment to the following County contracts:

- 1. C-14-0422 with Fish Window Company for Annual Requirements - Window Cleaning Services. (Bid No. 14-155. The amendment renews the contract from August 28, 2019 through August 27, 2020. The cost to the County is not to exceed \$1,500.) (C-19-0576)**

2. **C-18-0105 with Cross-Dillon Tire for Annual Service - Tires, Tubes, and Tire Repair Services. (Bid No. 18-003. The amendment reassigns the contract from Cross-Dillon Tire to Pomp's Tire Service, Inc., beginning June 10, 2019.) (C-19-0577)**
 3. **C-15-0062 with CBM Managed Services for Annual Service - Food Services for Correctional Facilities. (Bid No. 14-285. The amendment changes the name from CBM Managed Services to Summit Food Service, LLC.) (C-19-0580)**
 4. **C-16-0472 with Nebraska Salt & Grain Co., for Road Salt (Bid No. 16-173. The estimated cost for price and expenditure increase will be \$151,580 for the remainder of the contract term with a revised total amount of \$211,580.) (C-19-0599)**
- B. Contract with RSM US LLP to provide Financial Auditing Services. (Bid No. 19-133. The services shall begin as soon as possible from the date of execution. The cost to the County is not to exceed \$246,050 for the three-year term.) (C-19-0579)**
- C. Grant contract with CenterPointe for the Community Support Outpatient Counseling, Medication Management, and Day Rehabilitation program in the amount of \$337,594 (funded by the Joint Budget Committee from July 1, 2019 through June 30, 2020). (C-19-0585)**
- D. Grant contract with Voices of Hope for the Coordinated Response to Reducing Domestic Violence program in the amount of \$34,887 (funded by the Violence Against Women Act for the period of July 1, 2019 through June 30, 2020). (C-19-0586)**
- E. Grant contract with Heartland Big Brothers Big Sisters for the Community Based Mentoring program in the amount of \$20,000 (funded by the Juvenile Justice Prevention Funds for the period of July 1, 2019 through June 30, 2020). (C-19-0587)**
- F. Grant contracts with HopeSpoke for the following programs (funded by Community Aid for the period of July 1, 2019 through June 30, 2020):**
1. **School Based Therapy program in the amount of \$50,000 (C-19-0588)**
 2. **Diversion Evaluations program in the amount of \$15,000 (C-19-0589)**
- G. Settlement agreement and release between Nancy Weber and Lancaster County. (C-19-0590)**
- H. Right-of-Way contract with Affiliated Oral & Maxillofacial Surgeons, Dr. James C. Block, Trustee, Southwest 14th Street and West Pella Road, in the amount of \$199. (C-19-0591)**
- I. Received and placed on file the following:**
1. **Lancaster County Fiscal Year 2019-20 Proposed Budget.**

2. County Treasurer 2017 Distress Warrants.

MOTION: Vest moved and Flowerday seconded approval of the consent items. Yoakum, Vest, Schorr, Flowerday and Amundson voted yes. Motion carried 5-0.

4) PUBLIC HEARINGS:

- A. Change of Zone 19018 - AG Agricultural to AG Agricultural with historic landmark overlay on approximately 17 acres on property generally located at 17185 Bluff Road in Lancaster County, Nebraska. (See correlating item 6A)**

The Chair opened the public hearing. She noted the two public hearings are related, but mentioned they are separate hearings and asked the public to only speak on the item that is currently open.

Ed Zimmer, Lincoln/Lancaster County Planning Department, was administered the oath, and said the public hearing would need to be continued to August 13th due to an incorrect notice that was sent out. Zimmer stated the buildings on the property were built in the early 20th Century by the Cooley Family. The Historic Preservation Committee conducted their review and felt the property meets the standards for a landmark designation. Following that process, the Planning Commission reviewed the application and unanimously recommended approval. If the historic landmark is approved, the current property and any additions to the property will have to be reviewed by the Historic Preservation Commission. (Exhibit A)

Vest asked if the designation change creates responsibility for the land owners to maintain the property in a certain manner. Zimmer said there is some underlining language that states there cannot be demolition by deliberate neglect.

Amundson stated the public hearing will remain open until August 13th and will be voted on that day.

Applicants Carol and Jed Hartweg, 17185 Bluff Road, Waverly, were administered the oath. They said their initial intent was to use the existing barn to host small events but the fire marshal stated it would need a number of changes to meet code. They then met with Mr. Zimmer to request a historic landmark designation. Mr. Hartweg noted they have invested a lot to restore the buildings on the property in an attempt to keep them as original as possible.

Schorr asked if this was the applicant's primary residence. Mrs. Hartweg confirmed this is their primary residence.

The following individuals were administered the oath and appeared in opposition:

Marlan Johnson, 5218 N. 202nd Street, Hallam.

Peggy Brown, 11700 N. 176th Street, Waverly. (Exhibit B)

Mary Johnson, 17705 Bluff Road, Waverly. She also read letters of opposition from Andy Stock, Nancy Mocroft and David Paulson (Exhibit C)

Clarence (Art) Althouse Jr., 8650 N. 134th Street, Waverly.

Mary Alice Johnson, 11651 N. 176th Street, Waverly.

The Clerk noted emails of opposition were received in the Clerk's Office from Peggy Brown, Andy Stock and two from Nancy Mocroft and David Paulson.

No one appeared in a neutral position.

In response to Schorr's inquiry, Zimmer said regulations do not cap the number of historic landmark designations in the County.

Discussion followed on how the Cooley-Dodge designation was determined for the property. Zimmer said the name is intended to designate or identify the property not the people. The name can always be changed if information is gathered on a better option. He added that while a name plaque is not required, if the applicant chooses to use a sign it would have to be reviewed by the Historic Preservation Committee.

B. Special Permit No. 19033 for an event center special permit as part of the preservation of a local historic landmark on property generally located at 17185 Bluff Road in Lancaster County, Nebraska. (See correlating item 6B)

The Chair opened the public hearing.

Ed Zimmer, Lincoln/Lancaster County Planning Department, was administered the oath and said County regulations allow properties with a landmark designation to also have a special permit for uses not normally permitted. This special permit request would include an event facility. If the County Board approves the special permit, the property owners would be required to bring the Historic Preservation Committee a more refined site plan. Zimmer noted the current broad concept of the building is that it would have a barn-like appearance and meet modern safety and code standards (Exhibit D). The property owner would also be required to follow certain standards which would help guide the rehabilitation and maintenance of the historic buildings.

Vest asked if the property owners could use the new building under their current land designation. Zimmer said there are other provisions in the zoning code but it was decided that those did not fit the concept of the property owners. However, the special permit process specifically references landmark designations. He added if the County grants privileges to a historic building, the Historic Preservation Committee would then govern future changes.

Schorr inquired about the Hillside Event Center and how they operate without the historic landmark designation.

Steve Henrichsen, Lincoln/Lancaster County Planning Department, was administered the oath, and explained Hillside Event Center operates under the expanded home occupation which allows for any number of commercial uses. The applicants chose to go through the historic preservation process which applies more restrictions but does not limit the number of events.

Applicants Carol and Jed Hartweg, 17185 Bluff Road, Waverly, were administered the oath and said they feel there is a need in the community for an event center. They referenced existing surrounding interruptions from Interstate 80 and the Camp Creek Threshers property.

Mike Warner, Mayor of Waverly, Nebraska, 10220 East Oakland Circle, was administered the oath and appeared in support of the special permit.

The following individuals were administered the oath and appeared in opposition:

Peggy Brown, 11700 N. 176th Street, Waverly. (Exhibit E)
Steven Althouse, 19107 Waverly Road, Waverly.
Mary Johnson, 17705 Bluff Road, Waverly.
Clarence (Art) Althouse Jr., 8650 N. 134th Street, Waverly.
Marlan Johnson, 5218 N. 202nd Street, Hallam.

No one appeared in a neutral position

The Chair stated the public hearing will remain open until Tuesday, August 13, 2019 and asked that only new information be presented at that time.

5) OLD BUSINESS:

A. Resolution in the matter of adopting minimum road standards for roads in unincorporated areas pursuant to Nebraska Rev. Stat. 39-1501(5). (R-19-0051)

Ken Schroeder, Lancaster County Engineering Department, said this resolution will consolidate older ones regarding the rural subdivision maintenance criteria.

Vest asked for an overview of the changes. Schroeder said the basic changes are regarding three acre lots that will need to have a six-lot minimum and 60% occupancy before the County will take over maintenance. There are some subdivisions that do not meet that criteria but have a through street that will connect to two others that are already maintained by the County. This will allow those smaller subdivisions to automatically be maintained by the County.

Pam Dingman, Lancaster County Engineer, said she received an email from Christina Usher who is requesting a two-week delay to be able to review the document.

MOTION: Vest moved and Schorr seconded to hold the resolution for two weeks. Flowerday, Yoakum, Vest, Schorr and Amundson voted yes. Motion carried 5-0.

6) NEW BUSINESS:

A. Resolution in the matter of Change of Zone 19018, from AG Agricultural to AG Agricultural with historic landmark overlay on approximately 17 acres on property generally located at 17185 Bluff Road in Lancaster County, Nebraska. (R-19-0053)

The Clerk announced this item will be held until August 13, 2019

B. Resolution in the matter of County Special Permit No. 19033, (adopted by the Historic Preservation Commission on June 20, 2018 and the Lincoln-Lancaster County Planning Commission on July 10, 2019) for an event center special permit as part of the preservation of a local historic landmark on property generally located at 17185 Bluff Road in Lancaster County, Nebraska. (R-19-0054)

The Clerk announced this item will be held until August 13, 2019

- C. Resolution in the matter of the 2019-2020 annual cost of living wage adjustments for unrepresented classified employees, Attorneys I's and II's, Deputy Sheriff Captains, and District Court Staff Attorneys. All wage adjustments are to be effective August 15, 2019. (R-19-0055)**

MOTION: Vest moved and Schorr seconded approval of the resolution. Yoakum, Vest, Schorr, Flowerday and Amundson voted yes. Motion carried 5-0.

- D. Resolution setting a public hearing regarding vacating portions of SW Saltillo Road, more particularly described in Exhibits "A" and "B", and located in Lancaster County, Nebraska. (R-19-0056)**

MOTION: Vest moved and Schorr seconded approval of the resolution. Flowerday, Yoakum, Vest, Schorr and Amundson voted yes. Motion carried 5-0.

- E. Resolution authorizing the removal of traffic control devices in Lancaster County. (R-19-0057)**

Dingman said the notice was received from the Nebraska Department of Transportation (NDOT) informing the Engineering Office that they had miscalculated the postings on four bridges. The signs now need to be removed and reposted.

MOTION: Schorr moved and Flowerday seconded approval of the resolution. Schorr, Flowerday, Yoakum, Vest and Amundson voted yes. Motion carried 5-0.

- F. Special Designated License application from Nebraska Restaurant Association for an event at Hillcrest Country Club, 9401 East O Street, Lincoln, NE, on September 9, 2019.**

MOTION: Schorr moved and Vest seconded approval of the special designated license application. Vest, Schorr, Flowerday, Yoakum and Amundson voted yes. Motion carried 5-0.

- G. Special Events Permit application from Mary Noel, Prairie Pines Partners/Lincoln Track Club for the Run Four the Pines event on August 10, 2019.**

The Clerk announced the application has been withdrawn by the applicant.

- H. First Amendment to County Contract C-19-0346, with Zelle, LLC. The amendment provides for additional professional services to be provided to the Department of Community Corrections. The cost to the County is not to exceed \$2,500. (C-19-0592)**

Kim Etherton, Community Corrections Director, said due to the County Board's decision to remove requests for additional personnel from the budget, her staff has held discussions on how to reassign job responsibilities to cover additional work. She felt it is in the best interest to involve Zelle with these changes.

MOTION: Schorr moved and Yoakum seconded approval of the amendment. Flowerday, Yoakum, Vest, Schorr and Amundson voted yes. Motion carried 5-0.

- I. Quitclaim deed from the County of Lancaster to the City of Lincoln, quitclaiming the County's interest, if any, in part of the Southwest ¼ of Section 14, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, more particularly described in the deed.**

MOTION: Vest moved and Flowerday seconded approval of the quitclaim deed. Schorr, Flowerday, Yoakum, Vest and Amundson voted yes. Motion carried 5-0.

- J. Agreement with the City of Lincoln to repair an inlet structure on property commonly known as 625 North 46th Street, Lincoln, Nebraska, and legally described in the Agreement. The City will repair the inlet structure at no cost to the County, and thereafter the County covenants to maintain the structure. (C-19-0593)**

MOTION: Vest moved and Yoakum seconded approval of the agreement. Vest, Schorr, Flowerday, Yoakum and Amundson voted yes. Motion carried 5-0.

- K. Interlocal agreement with Sarpy County for the safekeeping, care and sustenance of preadjudicated juveniles at the Youth Services Center. Lancaster County will be reimbursed at the rate of \$276 per juvenile per day. (C-19-0594)**

Sheli Schindler, Youth Services Center Director, said this contract will allow Sarpy County youth to be held at the Youth Services Center at the current rate until the new per diem is established.

MOTION: Vest moved and Yoakum seconded approval of the interlocal agreement. Yoakum, Vest, Schorr, Flowerday and Amundson voted yes. Motion carried 5-0.

- L. Acceptance of a Deputy Sheriff's temporary retirement buyout program application and agreement between the County of Lancaster, Nebraska and William D. Woodruff, an employee of the Lancaster County Sheriff's Office. Mr. Woodruff's resignation is effective approximately October 29, 2019. (C-19-0595)**

Terry Wagner, Lancaster County Sheriff, explained that the temporary retirement buyout program is for unused sick leave.

MOTION: Vest moved and Schorr seconded approval of the acceptance. Flowerday, Yoakum, Vest, Schorr and Amundson voted yes. Motion carried 5-0.

- M. Recommendation from the Purchasing Agent and County Treasurer to award a contract to Peregrin Services Inc., for printing and mailing real estate tax statements (Bid No. 19-182). The estimated amount for the four-year term is \$173,760. (B-19-0182)**

MOTION: Vest moved and Flowerday seconded approval of the recommendation. Schorr, Flowerday, Yoakum, Vest and Amundson voted yes. Motion carried 5-0.

- N. Contract with Murphy Tractor & Equipment Co., for Annual Supply – John Deere Filters. (Sole Source No. 89. The contract is for one-year with the option to renew for three additional one-year terms. The cost to the County is not to exceed \$15,000.) (C-19-0578)**

MOTION: Vest moved and Schorr seconded approval of the contract. Vest, Schorr, Flowerday, Yoakum and Amundson voted yes. Motion carried 5-0.

- O. Agreement with the State of Nebraska, Department of Transportation, to establish the terms upon which the State will assist the County in obtaining Federal approval and funds for the 2019 Fracture Critical Bridge Inspection. The County's share of the total project cost is estimated to be \$4,068.70. The agreement is effective upon execution by the State. (C-19-0596)**

Dingman said Lancaster County has 12 fracture critical bridges. Inspection on these bridges is important because the bridge has no redundancy and can fail suddenly.

MOTION: Schorr moved and Flowerday seconded approval of the agreement. Yoakum, Vest, Schorr, Flowerday and Amundson voted yes. Motion carried 5-0.

- P. Agreement with Straight-Line Striping, Inc. to provide pavement striping for Project 19-26. The cost to the County is not to exceed \$125,479.20. (C-19-0597)**

Dingman said this agreement is for annual pavement painting.

MOTION: Vest moved and Yoakum seconded approval of the agreement. Flowerday, Yoakum, Vest, Schorr and Amundson voted yes. Motion carried 5-0.

- Q. Agreement with E & A Consulting Group for professional engineering services, as specified in the agreement, related to County bridges S-179, R-210, and R-248. The cost to County is \$139,290.05. The work is to be completed on or before December 20, 2019. (C-19-0598)**

Dingman said Bridge S-179 is located on Roca Road, east of 96th Street. Bridge R-210 is located on Martell Road, west of 120th Street and Bridge R-248 is located on 120th Street, between Hickman and Stagecoach Road. The bridges are sent out for design in groups to gain efficiency. Dingman noted she hopes to move quickly on Bridge S-179 as she has received a number of calls about it.

Following the meeting, the County Clerk's Office received a letter from Mr. Clayton Kelling regarding Bridge S-179. (Exhibit F)

MOTION: Schorr moved and Vest seconded approval of the agreement. Schorr, Flowerday, Yoakum, Vest and Amundson voted yes. Motion carried 5-0.

Commissioner Schorr exited the meeting at 10:51 a.m.

R. Recommendations from the Purchasing Agent and Lancaster County Engineer to award and execute Purchase Orders with the following:

- 1. Wicks Sterling Trucks Inc., for two 2019 Plow Trucks (Western Star 14' Dump Body with Monroe Bodies), using the State of Nebraska Contract #14515 OC. The total amount of the order is \$373,568. (C-19-0581)**
- 2. Sid Dillon Ford Inc., for two 2019 1-Ton Crew Cab 4 x 4 Dual Rear Wheel Trucks, using the State of Nebraska Contract #15038 OC. The total amount of the order is \$112,062. (C-19-0582)**
- 3. Nebraska Machinery Co., for three Caterpillar 12M3 Rear Wheel Drive Motor Graders, using the State of Nebraska Contract #14192 OC. The total amount of the order is \$687,836. (C-19-0583)**
- 4. Wicks Sterling Trucks Inc., for four 2019 Western Star Plow/Dump Trucks with RDS Beds, using the State of Nebraska Contract #14512 OC. The total amount of the order is \$774,692. (C-19-0584)**

Ron Bohaty, Lancaster County Engineering Department, said additional information was forward to the County Clerk's Office regarding Item R3 which included a signed requisition and a copy of the State contract. (Exhibit G)

Vest asked if 2019-20 funds were being spent. Dingman confirmed that these purchases will come out of the current budget.

MOTION: Vest moved and Flowerday seconded approval of the recommendations. Vest, Flowerday, Yoakum and Amundson voted yes. Schorr was absent. Motion carried 4-0.

7) PUBLIC COMMENT: Those wishing to speak on items relating to County business not on the agenda may do so at this time.

No one appeared for public comment.

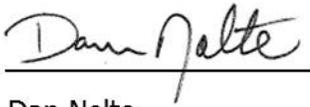
8) ANNOUNCEMENTS:

- A. The Lancaster County Board of Commissioners will hold a staff meeting on Tuesday, July 30, 2019 at 9:30 a.m., or immediately following the adjournment of the Board of Commissioners meeting in the Bill Luxford Studio (Room 113) of the County-City Building (555 S. 10th Street, Lincoln) and will not hold a staff meeting on Thursday, August 1, 2019.**
- B. The Lancaster County Board of Commissioners will hold its next regular meeting on Tuesday, August 6, 2019 at 9:00 a.m., in Room 112 of the County-City Building (555 S. 10th Street, Lincoln) with the Board of Equalization immediately following.**

- C. County Commissioners can be reached at 402-441-7447 or commish@lancaster.ne.gov.
- D. The Lancaster County Board of Commissioners meeting is broadcast live on LNKTV City. For the rebroadcast schedule visit lincoln.ne.gov (keyword: LNKTV). Meetings are also streamed live on LNKTV and can be viewed on YouTube (LNKTVcity).

ADJOURNMENT

MOTION: Vest moved and Flowerday seconded to adjourn the Lancaster County Board of Commissioners meeting at 10:55 a.m. Yoakum, Vest, Flowerday and Amundson voted yes. Schorr was absent. Motion carried 4-0.



Dan Nolte
Lancaster County Clerk



7. DESCRIPTION AND HISTORY

Condition

- | | | | |
|---|---------------------------------------|---|---|
| <input checked="" type="checkbox"/> Excellent | <input type="checkbox"/> Deteriorated | <input type="checkbox"/> Unaltered | <input checked="" type="checkbox"/> Original Site |
| <input type="checkbox"/> Good | <input type="checkbox"/> Ruins | <input checked="" type="checkbox"/> Altered | <input type="checkbox"/> Moved, Date: Click here to enter text. |
| <input type="checkbox"/> Fair | <input type="checkbox"/> Unexposed | | |

DESCRIPTION:

The Cooley-Dodge Farmstead consists of a large, modified American Foursquare farmhouse and an ensemble of five outbuildings within a substantial tree mass/windbreak, on a 17 acre site. The west and north portions are pasture/fields.



Aerial from south, 2013



An entrance drive accesses the farmstead from Bluff Road, with remnants of rows of cedars flanking the length of the drive. The farmstead is screened by a substantial tree mass/windbreak of coniferous and deciduous trees from Bluff Road to the north and from the west.



South (left) and east (right) facades of farmhouse

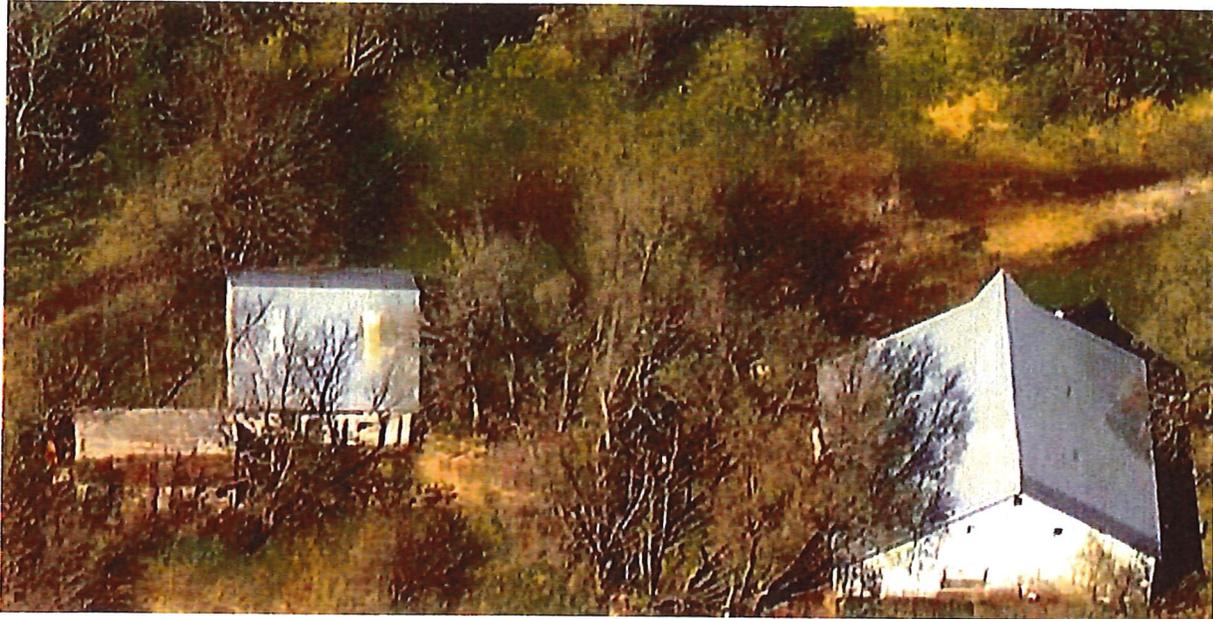
The house is oriented with its principal entrance façade to the east, with a two-story enclosed porch under a façade gable roof with wide eaves. The first-floor porch wraps around most of the length of the south façade, under a hipped roof. The main body of the house is under a taller gable roof with a north-south ridge. The numerous windows around the house are in traditional one-over-one configuration.



Garage & farmhouse from SE, 2019

There is a small wood-frame garage south of the house, near the end of the gravel entrance drive.

A gable-roofed frame barn is located to the south-central portion of the farm yard, with a north-south ridge and its principal entrances to the north. The west pitch of the barn roof is longer and extends nearer the ground than the east pitch. The interior of the barn has only a partial upper-level haymow but there is an upper door on the north end with a hay hood extension over that door.



Barn & outbuildings from south

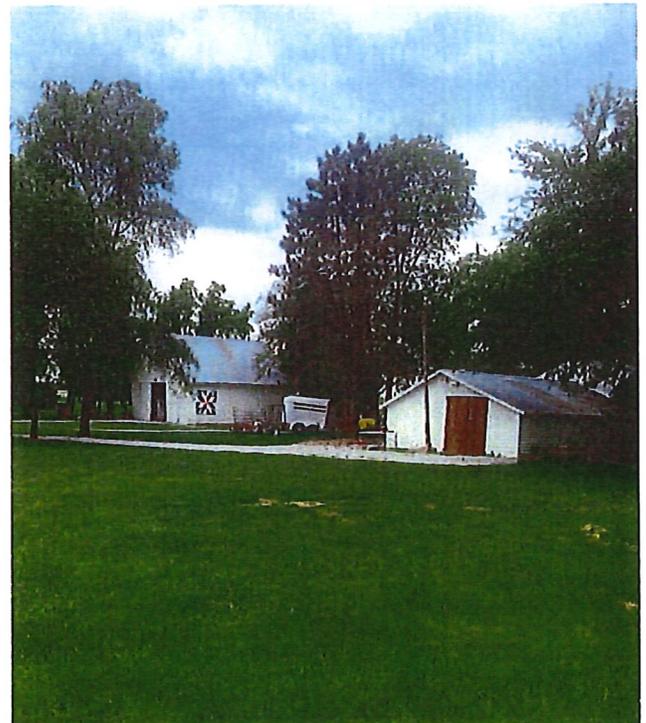
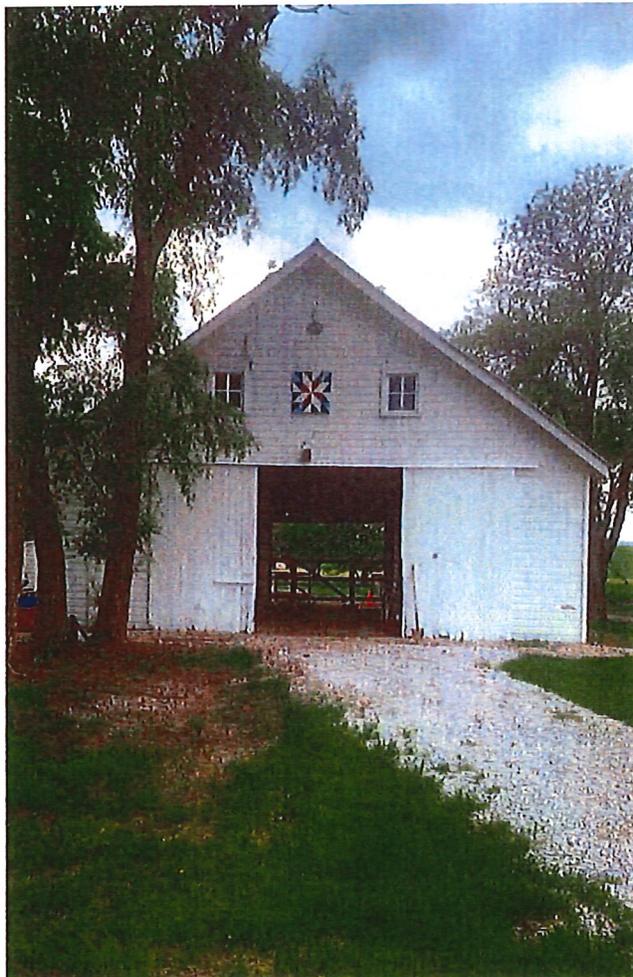


North (left) and south (right) facades of barn.



Chicken coop from south (corn crib at right)

West of the barn is a small, wood-frame chicken coop abutting a gable roofed, drive-through corncrib now used as a stable. A lower, gable roofed machine shed stands north of the corncrib, southwest of the house, completing the ensemble of outbuildings. The farmhouse and outbuildings are all well-maintained and are in active use by the Hartweg family.



Corncrib from north (left) and view of corncrib and machine shed from northwest (right)

Remarks: Rezoning

Good morning. My name is Peggy Brown and I am a fourth-generation farmer that owns land between Waverly and Bluff Road on No. 176th Street. My farm was not homesteaded but was purchased 150 year ago with gold that my great-grandfather discovered in Placerville, California. I have lived in the house he built my entire life with very little change made to it. And I have the deeds and papers to prove it.

Even though I'm not considered a 'neighbor' by the applicant, I have traveled that road my entire life and while working for the Waverly newspaper for 48 years, I traveled Bluff Road at least six times a day five days a week. Since retiring I find myself still using that road several times a week. I live to the north of the proposed area and some think it's over a mile away, but as a crow flies its $\frac{3}{4}$ of a mile. I can see their acreage from my front porch. I can see traffic on Bluff Road including vehicles turning into their drive way, Camp Creek Threshers showgrounds, and those that continue on. Sound carries in the country and no number of trees can block it all. I hear trains, traffic on I-80 and Highway 6, when they are playing polka music at the showgrounds and voices from the weigh station on I-80 when they talk to a semi-truck driver. Race nights I can hear cars at the I-80 speedway at the Greenwood exchange and that is a good 10 miles away with a lot of trees and a village between us.

I question the rezoning/historical overlay request for many reasons and they are very obvious to those who take the time and look at the country side. There is more than a half-dozen buildings within a 2-mile jurisdiction that can be recognized as a historical place, as they are older and with more history. Did you know that the Brown Farm was known throughout the county in the early 1900s as the place to buy ice during the winter months? That I have proof off. Did you know that Pawnee Indians would regularly walk into the house I still live in and take salt from my great-grandparents table? That is a story told by my grandmother. In other words no proof.

I have connection to the proposed site. My great-grandparents bought the said land for a family member. They didn't homestead it, they bought it. But in the late 1800s the Olson's lost it due to poor crops and prices. The Cooleys are among a long line of people to own that land following the Olsons (show paper).

I have been recognized by the City of Waverly as their City Historian and to this day still help individuals with their questions about the town, the rural area and people who once lived here. I have been a genealogist for 23 years and feel that before making a decision, you need to look into the history of the land. My grandmother called it the Cooley Farm as she went to school with a Cooley. My generation called it the Axberg Farm as I went to school with an Axberg and spend a lot of summer days in that house when Terri came over to her grandparents to play. There are still descendants of the Axberg family in the Waverly area and I hope the applicant talked to their granddaughter as I suggested. Why should the Axberg family be overlooked? They did a lot for Waverly and for the Methodist Church. And yes, the inside of the house changed a lot over the years.

As a reporter for the Waverly News, you invited me to the unveiling of the historical marker at Jordan Cemetery (show copy). Markers were made to tell a brief history of that place. What will this one say. The Cooley-Dodge place...the Cooleys who lost the land, the Dodges who worked for an insurance company and a bunch of other people.

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Numerical Index, Lancaster Coun

Section 23, Town 11, Range 8

1905 - STATE JOURNAL PRINTING CO. LINCOLN, NEBRASKA

	GRANTEE	GRANTOR	Kind of Instrument	1				2				3			
				N. E. QUARTER				N. W. QUARTER				S. W. QUARTER			
				1	2	3	4	1	2	3	4	1	2	3	4
N. E. S. W. S. E. S. W. S. E. S. E. S. E.				N. E. S. W. S. E. S. W. S. E. S. E. S. E.				N. E. S. W. S. E. S. W. S. E. S. E. S. E.							
1	Peter Walker	United States	Patent	1	2	3	4								
2	R. E. Moore, Trustee	P. H. Walker et al	Deed	2	3										
3	Peter H. Walker	R. E. Moore, Trustee	Release	2	3										
4	J. V. P. Gardner	Peter H. Walker & wife	Mtge	2	3										
5	Mrs Elizabeth Mocrift	B. M. R. Co. in Nebr	Deed											1	2
6	B. M. R. Co. in Nebr	United States	Patent					1	2	3	4	1	2		
7	W. H. Tilford et al	Peter H. Walker & wife	W. Deed	1	2	3	4								
8	William S. Tilford	P. Hughes & wife	W. Deed	1	2	3	4								
9	Carl Olson	William S. Tilford	Receipt	1	2	3	4								
10	Sophia W. Gardner	J. V. P. Gardner	Receipt	2	3										
11	Peter H. Walker & wife	Sophia W. Gardner	Release	2	3										
12	Robert E. Moore	William S. Tilford	Contract	1	2	3	4								
13	Samuel D. Woodley	William S. Tilford & wife	W. Deed	1	2	3	4								
14	Robert E. Moore	Samuel D. Woodley	W. Deed	1	2	3	4								
15	E. P. Hamer	Robert E. Moore & wife	W. Deed	1	2	3	4								
16	Carl Olson	Ellis P. Hamer & wife	W. Deed	1	2	3	4								
17	Ellis P. Hamer	Carl Olson & wife	Mtge	1	2	3	4								
18	Edward Hamer	Ellis P. Hamer	Receipt	1	2	3	4								
19	John Olson	B. M. R. Co.	Receipt					1	2	3	4				
20	Phoenix Mutual Life Ins Co	John Olson	Mtge					1	2	3	4				
21	Robert E. Moore	John Olson	Mtge					1	2	3	4				
22	John Olson	B. M. R. Co.	Deed					1	2	3	4				
23	John Olson	Carl Olson & wife	Mtge	1	2	3	4								
24	John Berg	B. M. R. Co.	Deed												
25	William Mocrift	B. M. R. Co.	Deed												
26	Comm. Mutl Life Ins. Co.	Carl Olson & wife	Mtge	1	2	3	4								
27	Wm. M. Clark	Carl Olson & wife	Mtge	1	2	3	4								
28	Carl Olson	Jan Olson	Release	1	2	3	4								
29	John Olson	Phoenix Mut. Life Ins Co.	Release					1	2	3	4				
30	Phoenix Mutl Life Ins. Co	John Olson & wife	Mtge					1	2	3	4				
31	Carl Olson	P. H. Walker & wife	Deed					4							
32	Herbert Mocrift	Elizabeth Mocrift	Deed											1	2
33	F. G. & N. A. Brown	Augusta Olson	Mtge	1	2	3	4								
34	Aetna Life Ins Co	John Olson & wife	Mtge					1	2	3	4				
35	John Olson & wife	Phoenix Mutl Life Ins Co.	Release					1	2	3	4				
36	Carl Olson	Comm. Mutl Life Ins Co	Release	1	2	3	4								
37	Aetna Life Ins Co	Herbert Mocrift & wife	Mtge											1	2
38	Aetna Life Ins Co	William Mocrift & wife	Mtge												
39	John Olson & wife	Aetna Life Ins Co	Release					1	2	3	4				
40	Aetna Life Ins Co	John Olson & wife	Mtge					1	2	3	4				
41	John Olson & wife	Aetna Life Ins Co	Release					1	2	3	4				
42	Augusta Olson	U.S. District Court	Certif.	1	2	3	4								

LANCASTER COUNTY

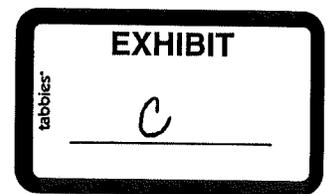
HISTORICAL

MARKER



JORDAN PIONEER CEMETERY

The Jordan Cemetery is located west of this marker. Founded in the early 1870s, the cemetery was the final resting place for nearly thirtyeight of Lancaster County's early settlers.



From: Johnson Mary USRS
To: "usa1408@fedex.com"
Subject: [EXTERNAL] FW: Change of zone 19018 & special permit 19033
Date: Sunday, July 28, 2019 5:30:25 PM

Please make 8 copies of this email—I will pick up sometime tomorrow.

Thank you

Mary Johnson
402-430-8256 cell

From: Andy Stock [<mailto:andy@stockhay.com>]
Sent: Friday, July 26, 2019 3:42 PM
To: Johnson Mary USRS <mary.johnson@syngenta.com>
Subject: Fwd: Change of zone 19018 & special permit 19033

----- Forwarded message -----

From: **Andy Stock** <andy@stockhay.com>
Date: Fri, Jul 26, 2019 at 3:41 PM
Subject: Change of zone 19018 & special permit 19033
To: <coclerk@lanaster.ne.gov>

Commissioners:

I'm writing today to express my opposition to the change of zone 19018-R-6 to B-3 and associated special permit 19033 which allows the hosting of special events at 17185 Bluff Road. I am the owner/president of Wayne R. Stock, Inc. which owns the agriculture property that borders 17185 Bluff Road on two sides.

I am extremely displeased that the planning commission voted to approve the two above mentioned items. Why the planning commission found such importance in what they called a great representation of a farmstead in the early 20th century and then voted in favor to allow the Hartwogs to build a modern reception facility on the same property is perplexing to me. It is clear that the only reason the Hartwogs pursued a historical overlay was to gain the special permit to host events on their property zoned as agriculture. Without the historic overlay there is no way they could receive a special permit to run this kind of business on an agricultural property. I believe we can all agree that building a new reception facility that hosts hundreds of people on a weekly basis is a commercial building/business, not an agriculture related venture. As a farmer and a tax payer in Lancaster County I am asking why you as commissioners would not require this to be zoned as a commercial facility, built to commercial code, and taxed as such?

The Hartwogs own 17 acres which consists of a house, long driveway, multiple outbuildings, tree lines and a pasture. I believe with the size of building that is proposed along with the

appropriate septic, water supply lines, electrical service, and parking needed in addition to the farm facilities that are already in place that this acreage will be crowded. I am not currently aware of any setback rules for an ag zoned property that would keep them from encroaching on my property. Again if they are going to build a commercial facility make them abide by commercial zoning and building codes.

Its seems there are many unanswered questions as to what this facility will consist of and how the crowd, traffic and safety of its guests will be handled. I am encouraging you as commissioners to at least take a step back and require the Hartwegs to provide a sufficient, in depth plan for the facility and business they plan to run before you take these items to a vote. I am also concerned with the future of the property, as it seems this acreage has changed hands every few years since the Dodge family sold it. What will the next owners do with this facility on an ag zoned parcel? It is my understanding that the special permit does not limit the owners of the property to what kind of events are held or what type of business could be run out of this facility if a new owner takes over or if the reception facility fails.

I am a farmer and entrepreneur myself and fully support those in our great state that wish to pursue a business of their own. However, I believe there is a more appropriate place for a commercial reception/event center than on a acreage that is zoned for agriculture. For this reason and many others I encourage you to vote no on all measures dealing with this zoning change and special permit.

Respectfully,

Andrew Stock

Wayne R. Stock, Inc.

This message may contain confidential information. If you are not the designated recipient, please notify the sender immediately, and delete the original and any copies. Any use of the message by you is prohibited.

7/23/19

Lancaster County Commissioners,

After e-mailing all of you yesterday, another thought occurred to us. Since we will be out of town on Tuesday, July 30, 2019 when you will be considering CZ19018 and SP19033, we will present our question and comment here.

② If the property in question would receive historical landmark status, how is it possible to put up a new building when the intended use of the building has nothing to do with the history of the farm?

Viewsheds are areas of land, or other environmental elements usually of historical or scenic value, that can be seen from public areas like roadways. The preservation of historic viewsheds should be one of the goals when working with historical landmarks.

A new, party barn, built on property with historical landmark status, would radically alter the historical viewshed of the property, and it would no longer look like what it was originally – farmland.

Nancy Mocroft & David Paulson
8705 N 176th St, Waverly, NE 68462

7/22/2019

Lancaster County Commissioners,

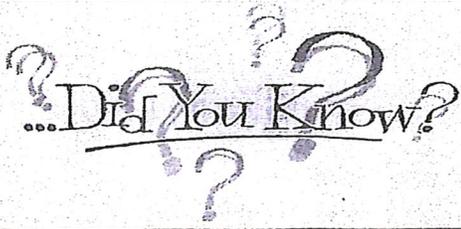
Waverly, Nebraska exists because the railroad came here in 1869. Waverly Nebraska exists because the people who came stayed. They stayed because the farmland was so very good. My family bought a section of land from the state of Nebraska in 1869. Most of that land is still owned by us, and is being farmed today. Attached is the plat map for Waverly, so you can see the location of our property.

Our rural way of life is enviable. People want to live here. Change is inevitable, we all know that. Unfortunately, when urban folk move to a rural setting they start wanting the same things they had in the places they left. So, pretty soon the "rural" isn't anymore.

This issue is all about money. We understand that since our Lancaster County property taxes for 2018 are \$35,212.74. We understand that the owners of the property in question want to make money. We just wish that they had chosen a less impactful way to go about it. Turning the existing house or barn into something like a bed and breakfast wouldn't even be noticed in the neighborhood. Even if it is not their intent, a party barn for 300, which they aspire to rent every weekend of the year, will have a negative impact on our rural community in the form of traffic, safety, and noise.

We are not angry, we are just sad. Sad that there isn't a modest compromise being offered by the owners that will let them make a little money, and let all of us keep our neighborhood "rural" for a little longer.

Nancy Mocroft & David Paulson
8705 N 176th Street, Waverly NE 68462

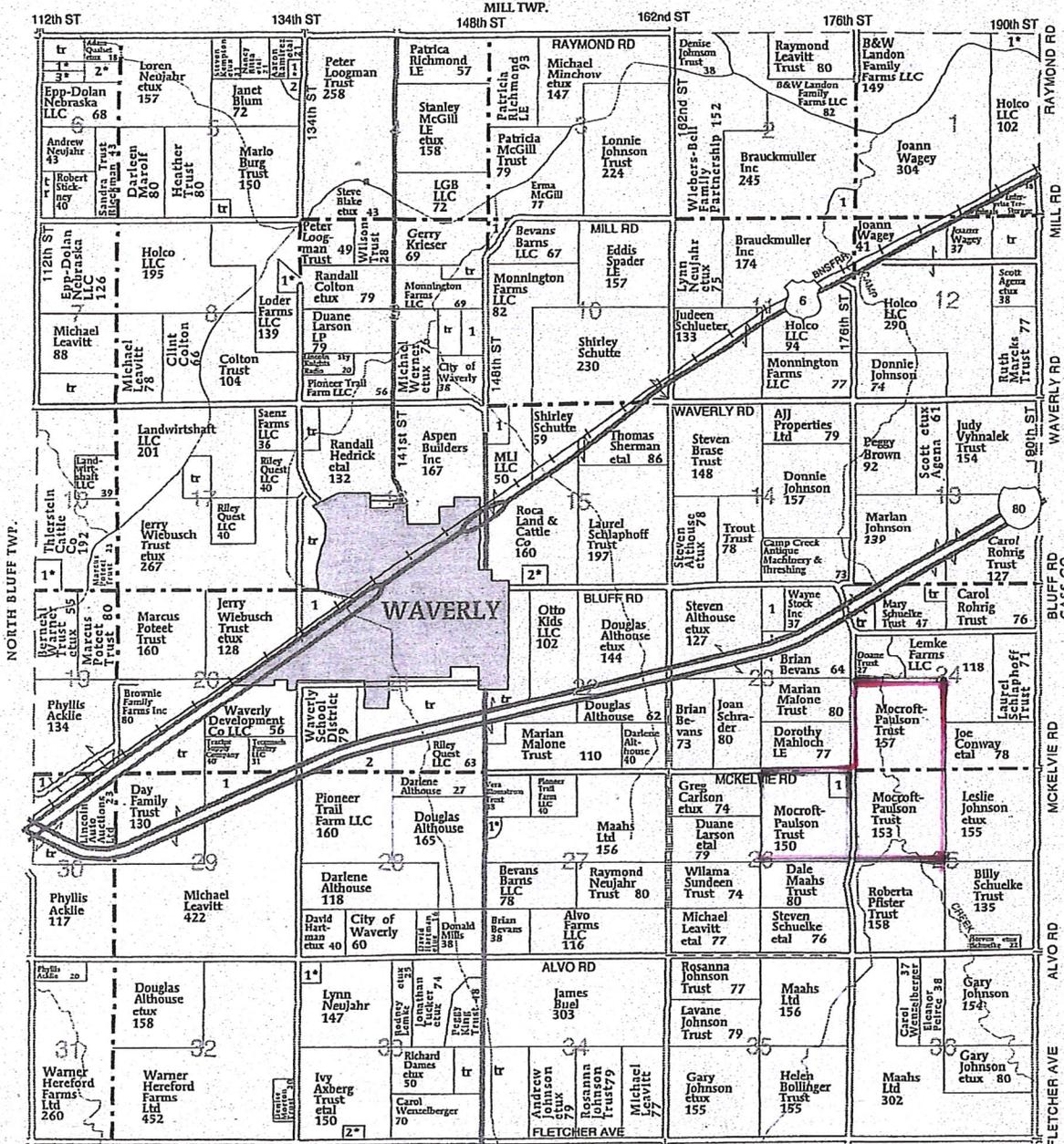


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 Turn to the **DISTRICT MANAGER**
 Page in this book to see how

T-11-N

WAVERLY PLAT
(Landowners)

R-8-E



WAVERLY TOWNSHIP

- SECTION 1**
1. Claycomb, Dennis etux 16
- SECTION 2**
1. Vidlak, Larry 14
- SECTION 5**
1. Hruska, Robert etux 9
2. Miller, David 8
- SECTION 6**
Shandera, Harold etux 16
Robert etux 16

- SECTION 8**
1. Kolb, Michael etux 8
- SECTION 9**
1. MCW Management LLC 15
- SECTION 10**
1. Jeffrey, William 9
- SECTION 15**
1. Midwest Farmers Coop 17
2. Hoy, Craig etux 13

- SECTION 18**
1. Warner Trust, Berneal etux 14
- SECTION 21**
1. Benes Trust, Robert 15
2. Pioneer Trail Farm LLC 26
- SECTION 23**
1. Hartweg, Carol 17
- SECTION 26**
1. Puchalla LE, Mildred 6
- SECTION 27**
1. Warriner, Jeremy etux 6

- SECTION 29**
1. County of Lancaster 14
- SECTION 30**
1. Acklie, Phyllis 18
- SECTION 33**
1. Babcock, Jason etux 11
2. Smith, Shawn etux 11

We believe a party barn is not a good thing for this location. If the Lancaster County Board is considering approval of this venture, we also hope you see the need for some compromise. Since we have not heard any from the owners, we are suggesting some possible compromises of our own that might help make this a better fit for our rural neighborhood.

Compromises to Be Considered:

A maximum of 200 people per event.

No more than 30 events in one year.

No event the 3rd weekend in July which is the Camp Creek Threshing Show.

Any night events end at 11 pm.

No overnight camping.

Issues that should be addressed:

148th and Bluff Road is already a busy intersection. Will there be some sort of sign or light at that location?

Will the Lancaster County Sheriff Deputies assigned to Waverly be able to monitor the party traffic on Bluff Road? Now that this road is paved, it gets a great deal of recreational use. For example, while driving into Waverly on Bluff Road about 9 pm on July 10th there was one adult on a bicycle, one adult walking two dogs, two middle school aged kids on scooters, and one middle school aged kid on a bicycle. Bluff Road has a posted speed limit of 55 mph and there are no shoulders on the road.

Since Bluff Road has no shoulders, will there be a turn lane and wider driveway into the property?

Will any new buildings be located well away from Bluff Road like the existing buildings on the property?

Will the venue be fenced?

Will there be lit, on site, concrete parking?

Will there be professional, paid, security at all the events?

Will there be surveillance cameras?

Are there appropriate water and septic sources for a large number of people?

Are the owners aware of the number of permits from appropriate sources needed for each event?

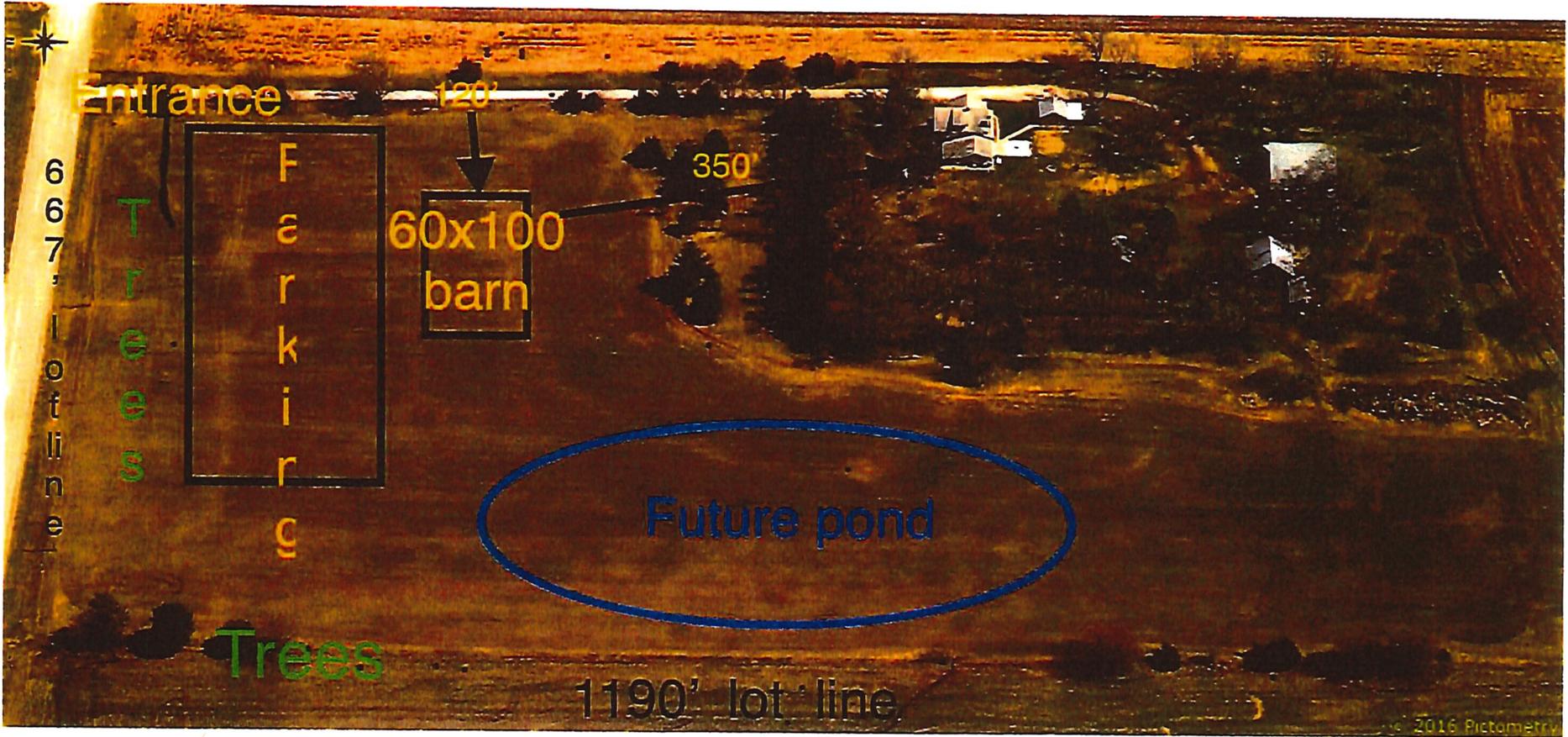
If the owners are catering an event, do they have the appropriate food handler licenses and commercial kitchen for food preparation?

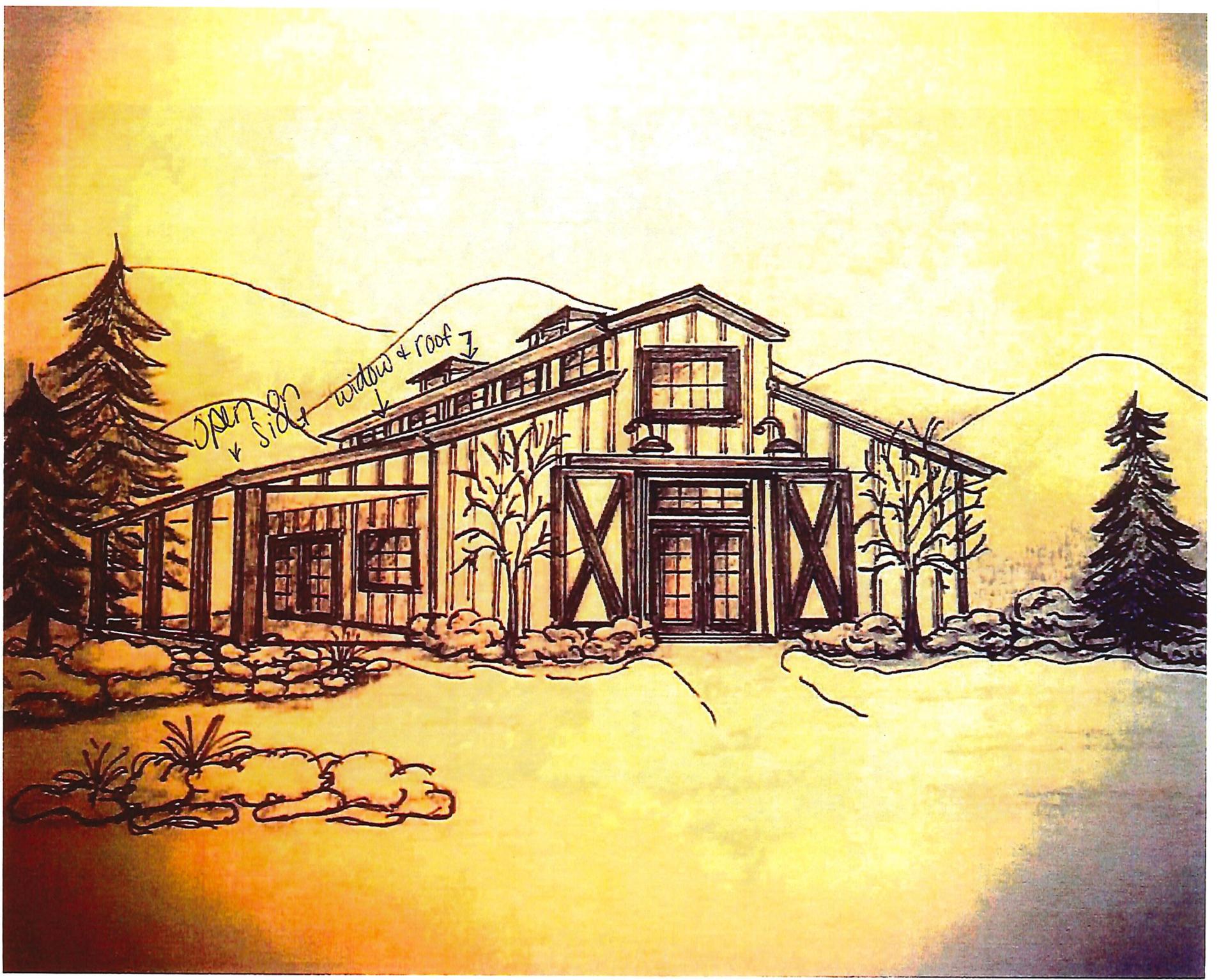
Will the screening of permits to serve alcohol be closely monitored?

Will the owners be on site during all events?

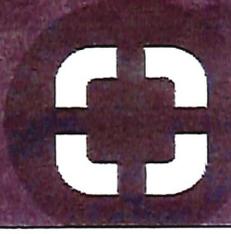
We assume these are the types of questions the Lancaster County Board will be asking.

tabbles®
EXHIBIT
D



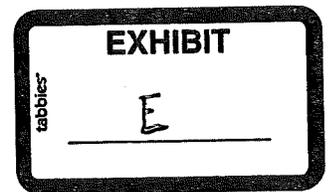


Building Style



Landscaping
to Buffer parking area
both roadside +
building





Remarks: special permit

Good morning. My name is Peggy Brown and I am a fourth-generation farmer that owns land between Waverly and Bluff Road on No. 176th Street. I continue to live in the house my great-grandfather built in 1869.

The Camp Creek Threshers is the largest independent show Lancaster County has each year. By independent I mean no one is there to help us get out of the hole when it comes to money. No state, federal organization. We answer to know one. What we do, what we raise, that is it. We had our 43rd show ten days ago and after three inches of rain early Sunday morning, we spent the majority of the day pulling vehicles, campers, and vendors out of the showgrounds. It will take us years to get the grounds in top shape again. And yes, we lost money. We have six regular events each year that bring in anywhere from 50 to 8,000 people. That does not include the Boy Scouts campouts and the 1st Nebraska Regiment, a Civil War re-enactor club from Omaha, who use the ground for drill weekends. The State Patrol has used the showgrounds for training. We have weddings and baptisms in the church, including this summer, and the pavilion has been used for parties, including one this fall. Several years ago, a film crew heard about us and spend weeks filming scenes in some of the buildings. The Camp Creek Threshers has put Waverly on the map.

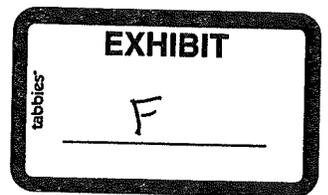
The majority of these events take place during daylight hours and do not involve alcohol. And yes, most of the time the showground is not in use, but its not unusual to see a member out there working. The applicant asked last winter if they could use the parking lot for a fundraiser they were having. I told her I had no problem with it but she needed to talk to the officers. Our insurance company quickly suggested not to let them use it due to liability. If cars were parked without our permission, we could have them towed.

As for the brick house on the property, it is currently being occupied at all times by the Whitney family.

The showgrounds have a pavilion available for parties but is not the only place to hold parties. Waverly has a VFW Hall that is available for rent as does the Waverly Community Foundation. Both have full kitchens, paved parking, lighting and will accompanied up to 200 occupants. Both the Lutheran and Methodist Church have fellowship halls for use by the general public. In mid-September another building will be open for community use and already has an event schedule. The winery is just a few miles straight south of the proposed sight and they have a party barn. Ten minutes to the east and you have the Ashland Country Club. Ten minutes to the west you have the Lancaster Event Center. I feel that you need to support the community buildings already built as no one wants to see them turned into a 'black box'.

I have been offended how this was handled and how I was notified, or lack of notification, all because I don't have a Bluff Road address. From my house I will see and hear all that takes place at that building like I do with the Threshers showgrounds.

Historical markers were invented as a way to teach and remember history. At this location you can't see their house or barn from the road. People will see a new building. It's my guess people will think the county put the sign on the wrong side of the road and that it was meant to recognize Camp Creek Thresher showgrounds.



July 30, 2019

Lancaster County Board of Commissioners

Commissioners: Roma Amundson, Chair; Sean Flowerday, Vice Chair; Deb Schorr; Rick Vest; and Christa Yoakum

Subject: County Bridge S-179

Closure of Bridge S-179 resulted in closure of Roca Road and rerouting of traffic to 96th Street and 110th Street, which resulted in: :

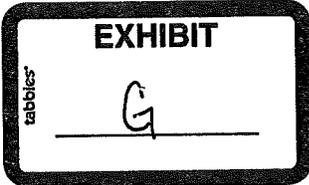
1. Damage to road surface damage to 96th St and 110 St between Roca Rd and Saltillo Rd as well as damage to Wittsruck Rd between 96th and 110th St.
2. Excessive dust especially affecting households along Wittsruck Rd, 96th St and 110th St
3. Rerouting: Norris School bus, USPS, Federal Express and United Parcel service, and other East/West bound traffic.

Request highest priority accorded to repair of Bridge S179 without delay.

Clayton L. Kelling

10500 Roca Rd, Roca, NE 68430

402-432-1836



Lancaster County, Nebraska

REQUISITION FORM



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

Name, Email, & Phone of Person Requisitioning:		Ron Bohaty, Rbohaty@Lancaster.ne.gov, 402-441-7775		Date Prepared:		7/23/2019		
Name, Email, & Phone of Contact Person for PO:		Ron Bohaty, Rbohaty@Lancaster.ne.gov, 402-441-7775		Date Requested:		7/23/2019		
Agency & Delivery Address:		Lancaster County Engineering, 444 Cherrycreek Rd, Building B, Lincoln, NE 68528		Date Revised (if any):				
Agency & Billing Address:		Lancaster County Engineering, 444 Cherrycreek Rd, Building B, Lincoln, NE 68528		For Budget Year:		2019/2020		
Proposed Vendor/s:		Nebraska Machinery Co.		Contract / Bid Number:		14192 OC		
Do you intend to pay for this with P-Card? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, do not fill in Fund, Bus. Unit and OBJ Codes below)								
Fund #:	022	Bus. Unit #	703	PO Number (*Purchasing):				
OBJ CODE	DESCRIPTION			QTY	UNIT	UNIT PRICE	EXT. PRICE	
67425	Line #1, 12M3 Rear wheel drive motor grader			3	Each	\$243,932.00	\$731,796.00	
	Option line #12, Scarifier attachment			3	Each	\$3,908.00	\$11,724.00	
	Option line #13, Spare tire and rim			3	Each	\$2,645.00	\$7,935.00	
	Option line #14, Aux hydraulic valve with lines to the front of the machine			3	Each	\$3,309.00	\$9,927.00	
	Option line #16, Front fenders			3	Each	\$2,452.00	\$7,356.00	
	Moldboard option # 3493048 14' plus moldboard, 27" tall, 1" thick			3	Each	\$1,951.00	\$5,853.00	
	Lighting options # 5506608(Road) & 5527285(Working) LED light package			3	Each	\$3,835.00	\$11,505.00	
	Option#'s 3858096 (Ripper valve), 3440984 (heated mirrors), 3963921 (rear camera)			3	Each	\$6,580.00	\$19,740.00	
	Trade in value for Unit # 332, 339 & 348			1	Three	-\$118,000.00	-\$118,000.00	
						Total Price	\$687,836.00	

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

Ron Bohaty
Office / Agency / or Department Head

Date

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

7/24/2019

STATE OF NEBRASKA CONTRACT AMENDMENT

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

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

PAGE 1 of 3	ORDER DATE 04/10/19
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	
VENDOR ADDRESS: NEBRASKA MACHINERY CO DBA NMC INC PO BOX 83330 LINCOLN NE 68501-3330	

CONTRACT NUMBER
14192 OC
LIFE CYCLE AWARD

THE CONTRACT PERIOD IS:

MARCH 05, 2019 THROUGH MARCH 04, 2020

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

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 4883 OF

Contract to supply and deliver Motor Grader and Accessories to the State of Nebraska as per the attached specifications for the contract period March 5, 2019 through March 4, 2020.

Vendor Contact: Tim Rees
Phone: 402-891-7643
Fax: 402-891-7731
E-Mail: timrees@nmccat.com

THIS IS THE FOURTH RENEWAL OF THE CONTRACT AS AMENDED. (02/22/20bs)

Amendment Four as attached. (vc 4/10/19)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: CATERPILLAR MODEL: 12M3	3.0000	EA	243,932.0000
2	DEDUCT FOR NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT	3.0000	EA	-635.0000
3	DEDUCT FOR NO ENGINE SHOP REPAIR MANUAL PER UNIT INCLUDED IN LINE 2	3.0000	EA	0.0000
4	DEDUCT FOR NO EQUIPMENT PARTS	3.0000	EA	-68.0000

René A. Botts 4/10/2019
BUYER
[Signature] 4/10/19
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

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

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

PAGE 2 of 3	ORDER DATE 04/10/19
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

CONTRACT NUMBER
14192 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	MANUAL PER UNIT			
5	DEDUCT FOR NO ENGINE PARTS MANUAL PER UNIT INCLUDED IN LINE 4	3.0000	EA	0.0000
6	DEDUCT FOR GRADER TYPE TIRES STEEL BELTED RADIALS OF 14.00R	3.0000	EA	-3,892.0000
7	DEDUCT SECTION 22, PARAGRAPH C ALL TRANSPORTATION COST TO AND FROM THE NEAREST AUTHORIZED REPAIR FACILITY AND TRAVEL TIME AND MILEAGE WILL BE THE RESPONSIBILITY OF THE PURCHASER.	3.0000	EA	-3,685.0000
8	RIGHT WING ATTACHMENT	3.0000	EA	23,798.0000
9	V-PLOW ATTACHMENT	3.0000	EA	7,163.0000
10	STRAIGHT DOZER BLADE ATTACHMENT	3.0000	EA	8,420.0000
11	ANGLE DOZER BLADE ATTACHMENT	3.0000	EA	18,395.0000
12	SCARIFIER ATTACHMENT	3.0000	EA	3,908.0000
13	SPARE TIRE WITH RIM MICHELIN SNO-PLUS AS IN BASE SPEC	3.0000	EA	2,645.0000
14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	3.0000	EA	3,309.0000
15	TALL LIGHT BARS WITH LIGHTS ON FRONT FOR USE WITH SNOW PLOW INCLUDED IN LINE 1	3.0000	EA	0.0000
16	FRONT FENDERS	3.0000	EA	2,452.0000
17	REAR FENDERS	3.0000	EA	2,986.0000
18	MINIMUM 60 INCH HIGH BENCHING WING IN LIEU OF RIGHT HAND WIN INCLUDED IN LINE 1	3.0000	EA	0.0000
19	GRADE CONTROL PACKAGE	3.0000	EA	8,320.0000

RAB
BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

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

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

PAGE 3 of 3	ORDER DATE 04/10/19
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

CONTRACT NUMBER
14192 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE OR "CROSS SLOPE". ALSO ALLOWS GRADER TO BE EQUIPPED WITH SONIC, LASER OR GPS CONTROLS.			

RAB
 BUYER INITIALS

AMENDMENT FOUR
CONTRACT 14192 OC
Motor Grader and Accessories for the State of Nebraska
Between
The State of Nebraska and Nebraska Machinery Company DBA NMC INC.

This Amendment (the "Amendment") is made by the State of Nebraska and Nebraska Machinery Company DBA NMC INC., parties to Contract 14192 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Effective May 5, 2019, Lines 1, 8 - 12, 14, 16 -- 17, and 19 are deleted and replaced as follows below.

Line	Description	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: CATERPILLAR Model: 12M3	EA	243,932.0000
8	RIGHT WING ATTACHMENT	EA	23,798.0000
9	V-PLOW ATTACHMENT	EA	7,163.0000
10	STRAIGHT DOZER BLADE ATTACHMENT	EA	8,420.0000
11	ANGLE DOZER BLADE ATTACHMENT	EA	18,395.0000
12	SCARIFIER ATTACHMENT	EA	3,908.0000
14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	EA	3,309.0000
16	FRONT FENDERS	EA	2,452.0000
17	REAR FENDERS	EA	2,966.0000

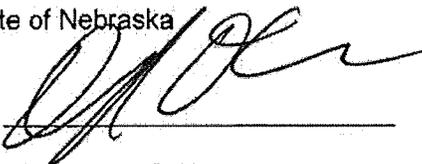
19	GRADE CONTROL PACKAGE ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE	EA	8,320.0000
----	--	----	------------

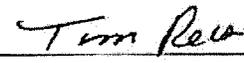
This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment,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

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

State of Nebraska

Contractor: Nebraska Machinery Company
DBA NMC INC.

By: 

By: 

Name: Doug Carlson

Name: Tim Bous

Title: Material Administrator

Title: Parts & Service Sales Rep.

Date: 4/12/19

Date: 4-10-19

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
14192 OC

PAGE 1 of 3	ORDER DATE 02/26/19
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	
VENDOR ADDRESS: NEBRASKA MACHINERY CO DBA NMC INC PO BOX 83330 LINCOLN NE 68501-3330	

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

MARCH 05, 2019 THROUGH MARCH 04, 2020

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

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 4883 OF

Contract to supply and deliver Motor Grader and Accessories to the State of Nebraska as per the attached specifications for the contract period March 5, 2019 through March 4, 2020.

Vendor Contact: Tim Rees
Phone: 402-891-7643
Fax: 402-891-7731
E-Mail: timrees@nmccat.com

THIS IS THE FOURTH RENEWAL OF THE CONTRACT AS AMENDED. (02/22/20bs)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: CATERPILLAR MODEL: 12M3	3.0000	EA	239,138.0000
2	DEDUCT FOR NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT	3.0000	EA	-635.0000
3	DEDUCT FOR NO ENGINE SHOP REPAIR MANUAL PER UNIT INCLUDED IN LINE 2	3.0000	EA	0.0000
4	DEDUCT FOR NO EQUIPMENT PARTS MANUAL PER UNIT	3.0000	EA	-68.0000

2/26/19
 2/26/2019
 BUYER
 MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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CONTRACT NUMBER
14192 OC

PAGE 2 of 3	ORDER DATE 02/26/19
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	DEDUCT FOR NO ENGINE PARTS MANUAL PER UNIT INCLUDED IN LINE 4	3.0000	EA	0.0000
6	DEDUCT FOR GRADER TYPE TIRES STEEL BELTED RADIALS OF 14.00R	3.0000	EA	-3,892.0000
7	DEDUCT SECTION 22, PARAGRAPH C ALL TRANSPORTATION COST TO AND FROM THE NEAREST AUTHORIZED REPAIR FACILITY AND TRAVEL TIME AND MILEAGE WILL BE THE RESPONSIBILITY OF THE PURCHASER.	3.0000	EA	-3,685.0000
8	RIGHT WING ATTACHMENT	3.0000	EA	23,332.0000
9	V-PLOW ATTACHMENT	3.0000	EA	7,022.0000
10	STRAIGHT DOZER BLADE ATTACHMENT	3.0000	EA	8,255.0000
11	ANGLE DOZER BLADE ATTACHMENT	3.0000	EA	18,035.0000
12	SCARIFIER ATTACHMENT	3.0000	EA	3,832.0000
13	SPARE TIRE WITH RIM MICHELIN SNO-PLUS AS IN BASE SPEC	3.0000	EA	2,645.0000
14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	3.0000	EA	3,244.0000
15	TALL LIGHT BARS WITH LIGHTS ON FRONT FOR USE WITH SNOW PLOW INCLUDED IN LINE 1	3.0000	EA	0.0000
16	FRONT FENDERS	3.0000	EA	2,405.0000
17	REAR FENDERS	3.0000	EA	2,930.0000
18	MINIMUM 60 INCH HIGH BENCHING WING IN LIEU OF RIGHT HAND WIN INCLUDED IN LINE 1	3.0000	EA	0.0000
19	GRADE CONTROL PACKAGE ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE	3.0000	EA	8,155.0000



BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

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

Telephone: (402) 471-6500
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PAGE 3 of 3	ORDER DATE 02/26/19
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

CONTRACT NUMBER
14192 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	OR "CROSS SLOPE". ALSO ALLOWS GRADER TO BE EQUIPPED WITH SONIC, LASER OR GPS CONTROLS.			

[Faint, illegible text, likely a stamp or signature]

RAB
BUYER INITIALS

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT RENEWAL

August 21, 2018

Mr. Tim Rees
Nebraska Machinery Co.
DBA NMC Inc.
PO Box 83330
Lincoln, NE 68501-3330

RE: Contract Number 14192 (OC), Motor Grader and Accessories

Dear Mr. Rees:

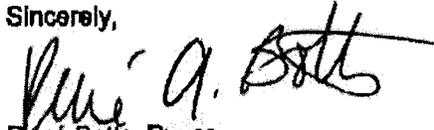
The above named contract for providing Motor Grader and Accessories to the State of Nebraska, expires March 4, 2019.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) year period, i.e. March 5, 2019 through March 4, 2020.

If this is agreeable with Nebraska Machinery Co. DBA NMC Inc., please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Nebraska Machinery Co. DBA NMC Inc. does not intend to renew contract number 14192 (OC) and thus may begin the formal solicitation process to obtain Motor Grader and Accessories.

Sincerely,



René Botts, Buyer
State Purchasing Bureau

Department of Administrative Services | MATERIEL DIVISION

1528 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-8500
FAX 402-471-2088

das.nebraska.org

Mr. Tim Rees
August 21, 2018
Page 2

Nebraska Machinery Co. DBA NMC Inc. is agreeable to the renewal of 14192 (OC) for Motor Grader and Accessories March 5, 2019 through March 4, 2020.

SIGNATURE: Tom Rees
TITLE: Parts & Service Sales Rep
DATE: 8-22-18

STATE OF NEBRASKA CONTRACT AMENDMENT

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

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

PAGE 1 of 3	ORDER DATE 09/18/18
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	
VENDOR ADDRESS: NEBRASKA MACHINERY CO DBA NMC INC PO BOX 83330 LINCOLN NE 68501-3330	

CONTRACT NUMBER
14192 OC
LIFE CYCLE AWARD

THE CONTRACT PERIOD IS:

MARCH 05, 2018 THROUGH MARCH 04, 2019

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

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

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

Original/Bid Document 4883 OF

Contract to supply and deliver Motor Grader and Accessories to the State of Nebraska as per the attached specifications for the contract period March 5, 2018 through March 4, 2019. The contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tim Rees
Phone: 402-891-7643
Fax: 402-891-7731
E-Mail: timrees@nmccat.com

THIS IS THE THIRD RENEWAL OF THE CONTRACT AS AWARDED. (02/09/18 vc)

Amendment Three as attached. (9/18/18 vc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: CATERPILLAR MODEL: 12M3	3.0000	EA	239,138.0000
2	DEDUCT FOR NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT	3.0000	EA	-635.0000
3	DEDUCT FOR NO ENGINE SHOP REPAIR MANUAL PER UNIT INCLUDED IN LINE 2	3.0000	EA	0.0000
4	DEDUCT FOR NO EQUIPMENT PARTS	3.0000	EA	-68.0000

9-18-18 *Rene A Botts* 9/18/2018
BUYER
[Signature] 9/19/18
MATERIEL ADMINISTRATOR
R4-3500(MISM0001)MISM0001 20150501

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
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Lincoln, Nebraska 68508

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Fax: (402) 471-2089

PAGE 2 of 3	ORDER DATE 09/18/18
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

CONTRACT NUMBER
14192 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	MANUAL PER UNIT			
5	DEDUCT FOR NO ENGINE PARTS MANUAL PER UNIT INCLUDED IN LINE 4	3.0000	EA	0.0000
6	DEDUCT FOR GRADER TYPE TIRES STEEL BELTED RADIALS OF 14.00R	3.0000	EA	-3,892.0000
7	DEDUCT SECTION 22, PARAGRAPH C ALL TRANSPORTATION COST TO AND FROM THE NEAREST AUTHORIZED REPAIR FACILITY AND TRAVEL TIME AND MILEAGE WILL BE THE RESPONSIBILITY OF THE PURCHASER.	3.0000	EA	-3,685.0000
8	RIGHT WING ATTACHMENT	3.0000	EA	23,332.0000
9	V-PLOW ATTACHMENT	3.0000	EA	7,022.0000
10	STRAIGHT DOZER BLADE ATTACHMENT	3.0000	EA	8,255.0000
11	ANGLE DOZER BLADE ATTACHMENT	3.0000	EA	18,035.0000
12	SCARIFIER ATTACHMENT	3.0000	EA	3,832.0000
13	SPARE TIRE WITH RIM MICHELIN SNO-PLUS AS IN BASE SPEC	3.0000	EA	2,645.0000
14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	3.0000	EA	3,244.0000
15	TALL LIGHT BARS WITH LIGHTS ON FRONT FOR USE WITH SNOW PLOW INCLUDED IN LINE 1	3.0000	EA	0.0000
16	FRONT FENDERS	3.0000	EA	2,405.0000
17	REAR FENDERS	3.0000	EA	2,930.0000
18	MINIMUM 60 INCH HIGH BENCHING WING IN LIEU OF RIGHT HAND WIN INCLUDED IN LINE 1	3.0000	EA	0.0000
19	GRADE CONTROL PACKAGE ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE	3.0000	EA	8,155.0000

RAB
BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

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

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 Fax: (402) 471-2089

CONTRACT NUMBER
14192 OC

PAGE 3 of 3	ORDER DATE 09/18/18
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE OR "CROSS SLOPE". ALSO ALLOWS GRADER TO BE EQUIPPED WITH SONIC, LASER OR GPS CONTROLS.			

RAB
 BUYER INITIALS

AMENDMENT THREE
 CONTRACT 14192 OC
 Motor Grader and Accessories for the State of Nebraska
 Between
 The State of Nebraska and Nebraska Machinery Company DBA NMC INC.

This Amendment (the "Amendment") is made by the State of Nebraska and Nebraska Machinery Company DBA NMC INC., parties to Contract 14192 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Lines 1, 8 - 12, 14, 16 - 17, and 19 are deleted and replaced as follows below, effective October 1, 2018.

Line	Description	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: CATERPILLAR Model: 12M3	EA	239,138.0000
8	RIGHT WING ATTACHMENT	EA	23,332.0000
9	V-PLOW ATTACHMENT	EA	7,022.0000
10	STRAIGHT DOZER BLADE ATTACHMENT	EA	8,255.0000
11	ANGLE DOZER BLADE ATTACHMENT	EA	18,035.0000
12	SCARIFIER ATTACHMENT	EA	3,832.0000
14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	EA	3,244.0000
16	FRONT FENDERS	EA	2,405.0000
17	REAR FENDERS	EA	2,930.0000

19	GRADE CONTROL PACKAGE ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE	EA	8,155.0000
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This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

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

State of Nebraska

Contractor: Nebraska Machinery Company
DBA NMC INC.

By: 
Name: David Zwartz

By: Tom Rees
Name: Tom Rees

Title: Material Administrator

Title: Parts & Service Sales

Date: 8/19/18

Date: 9-17-18

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
14192 OC
Life Cycle Award

PAGE 1 of 3	ORDER DATE 02/09/18
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	
VENDOR ADDRESS: NEBRASKA MACHINERY CO DBA NMC INC PO BOX 83330 LINCOLN NE 68501-3330	

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

MARCH 05, 2018 THROUGH MARCH 04, 2019

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

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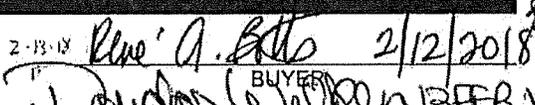
Original/Bid Document 4883 OF

Contract to supply and deliver Motor Grader and Accessories to the State of Nebraska as per the attached specifications for the contract period March 5, 2018 through March 4, 2019. The contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tim Rees
Phone: 402-891-7643
Fax: 402-891-7731
E-Mail: timrees@nmccat.com

THIS IS THE THIRD RENEWAL OF THE CONTRACT AS AWARDED. (02/09/18 vc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: CATERPILLAR MODEL: 12M3	3.0000	EA	235,604.0000
2	DEDUCT FOR NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT	3.0000	EA	-635.0000
3	DEDUCT FOR NO ENGINE SHOP REPAIR MANUAL PER UNIT INCLUDED IN LINE 2	3.0000	EA	0.0000
4	DEDUCT FOR NO EQUIPMENT PARTS MANUAL PER UNIT	3.0000	EA	-68.0000

2-13-18

 BUYER
 MATERIAL ADMINISTRATOR
 FEB 18

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
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Lincoln, Nebraska 68508

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CONTRACT NUMBER
14192 OC

PAGE 2 of 3	ORDER DATE 02/09/18
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	DEDUCT FOR NO ENGINE PARTS MANUAL PER UNIT INCLUDED IN LINE 4	3.0000	EA	0.0000
6	DEDUCT FOR GRADER TYPE TIRES STEEL BELTED RADIALS OF 14.00R	3.0000	EA	-3,892.0000
7	DEDUCT SECTION 22, PARAGRAPH C ALL TRANSPORTATION COST TO AND FROM THE NEAREST AUTHORIZED REPAIR FACILITY AND TRAVEL TIME AND MILEAGE WILL BE THE RESPONSIBILITY OF THE PURCHASER.	3.0000	EA	-3,685.0000
8	RIGHT WING ATTACHMENT	3.0000	EA	21,211.0000
9	V-PLOW ATTACHMENT	3.0000	EA	6,384.0000
10	STRAIGHT DOZER BLADE ATTACHMENT	3.0000	EA	7,975.0000
11	ANGLE DOZER BLADE ATTACHMENT	3.0000	EA	17,426.0000
12	SCARIFIER ATTACHMENT	3.0000	EA	3,702.0000
13	SPARE TIRE WITH RIM MICHELIN SNO-PLUS AS IN BASE SPEC	3.0000	EA	2,645.0000
14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	3.0000	EA	3,196.0000
15	TALL LIGHT BARS WITH LIGHTS ON FRONT FOR USE WITH SNOW PLOW INCLUDED IN LINE 1	3.0000	EA	0.0000
16	FRONT FENDERS	3.0000	EA	2,370.0000
17	REAR FENDERS	3.0000	EA	2,887.0000
18	MINIMUM 60 INCH HIGH BENCHING WING IN LIEU OF RIGHT HAND WIN INCLUDED IN LINE 1	3.0000	EA	0.0000
19	GRADE CONTROL PACKAGE ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE	3.0000	EA	8,035.0000

RAB

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
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CONTRACT NUMBER
14192 OC

PAGE 3 of 3		ORDER DATE 02/09/18	
BUSINESS UNIT 9000		BUYER RENE BOTTS (AS)	
VENDOR NUMBER: 506069			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	OR "CROSS SLOPE". ALSO ALLOWS GRADER TO BE EQUIPPED WITH SONIC, LASER OR GPS CONTROLS.			

RAB
BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
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CONTRACT NUMBER
14192 OC

Life Cycle Award

PAGE 1 of 3	ORDER DATE 03/02/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	
VENDOR ADDRESS: NEBRASKA MACHINERY CO DBA NMC INC PO BOX 83330 LINCOLN NE 68501-3330	

THE CONTRACT PERIOD IS:

MARCH 05, 2017 THROUGH MARCH 04, 2018

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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Original/Bid Document 4883 OF

Contract to supply and deliver Motor Grader and Accessories to the State of Nebraska as per the attached specifications for the contract period March 5, 2017 through March 4, 2018. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tim Rees
Phone: 402-891-7643
Fax: 402-891-7731
E-Mail: timrees@nmccat.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AWARDED. (3/2/17 vc)

AMENDMENT TWO AS ATTACHED. (vc 3/2/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER	3.0000	EA	235,604.0000
2	DEDUCT FOR NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT	3.0000	EA	-635.0000
3	DEDUCT FOR NO ENGINE SHOP REPAIR MANUAL PER UNIT INCLUDED IN LINE 2	3.0000	EA	0.0000
4	DEDUCT FOR NO EQUIPMENT PARTS MANUAL PER UNIT	3.0000	EA	-68.0000

René Botts
BUYER 3/2/2017
3/3/17
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

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

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

PAGE 2 of 3	ORDER DATE 03/02/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

CONTRACT NUMBER
14192 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	DEDUCT FOR NO ENGINE PARTS MANUAL PER UNIT INCLUDED IN LINE 4	3.0000	EA	0.0000
6	DEDUCT FOR GRADER TYPE TIRES STEEL BELTED RADIALS OF 14.00R	3.0000	EA	-3,892.0000
7	DEDUCT SECTION 22, PARAGRAPH C ALL TRANSPORTATION COST TO AND FROM THE NEAREST AUTHORIZED REPAIR FACILITY AND TRAVEL TIME AND MILEAGE WILL BE THE RESPONSIBILITY OF THE PURCHASER.	3.0000	EA	-3,685.0000
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13	SPARE TIRE WITH RIM MICHELIN SNO-PLUS AS IN BASE SPEC	3.0000	EA	2,645.0000
14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	3.0000	EA	3,196.0000
15	TALL LIGHT BARS WITH LIGHTS ON FRONT FOR USE WITH SNOW PLOW INCLUDED IN LINE 1	3.0000	EA	0.0000
16	FRONT FENDERS	3.0000	EA	2,370.0000
17	REAR FENDERS	3.0000	EA	2,887.0000
18	MINIMUM 60 INCH HIGH BENCHING WING IN LIEU OF RIGHT HAND WIN INCLUDED IN LINE 1	3.0000	EA	0.0000
19	GRADE CONTROL PACKAGE ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE OR "CROSS SLOPE". ALSO ALLOWS GRADER TO BE EQUIPPED WITH	3.0000	EA	8,035.0000

RAB
BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

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CONTRACT NUMBER
14192 OC

PAGE 3 of 3		ORDER DATE 03/02/17	
BUSINESS UNIT 9000		BUYER RENE BOTTS (AS)	
VENDOR NUMBER: 506069			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SONIC, LASER OR GPS CONTROLS.			


BUYER INITIALS

AMENDMENT TWO
 CONTRACT 14192 OC
 Motor Grader and Accessories for the State of Nebraska
 Between
 The State of Nebraska and Nebraska Machinery Company DBA NMC INC.

This Amendment (the "Amendment") is made by the State of Nebraska and Nebraska Machinery Company DBA NMC INC., parties to Contract 14192 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Line 1, is deleted and replaced as follows below, effective March 5, 2017.

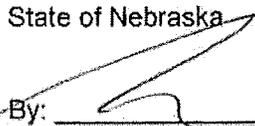
Line	Description	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: CATERPILLAR Model: 12M3	EA	235,604.0000

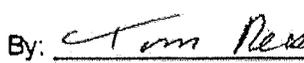
This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment,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

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

State of Nebraska

Contractor: Nebraska Machinery Company
DBA NMC INC.

By:  _____

By:  _____

Name: Bo Botelho

Name: Tim Bruns

Title: Materiel Administrator

Title: NMC Parts & Sales Rep.

Date: 3/1/17

Date: 2-17-17

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

14192 OC

Life Cycle Award

PAGE 1 of 2	ORDER DATE 03/02/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	
VENDOR ADDRESS: NEBRASKA MACHINERY CO DBA NMC INC PO BOX 83330 LINCOLN NE 68501-3330	

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

MARCH 05, 2017 THROUGH MARCH 04, 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 4883 OF

Contract to supply and deliver Motor Grader and Accessories to the State of Nebraska as per the attached specifications for the contract period March 5, 2017 through March 4, 2018. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tim Rees
Phone: 402-891-7643
Fax: 402-891-7731
E-Mail: timrees@nmccat.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AWARDED. (3/2/17 vo)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER	3.0000	EA	222,850.0000
2	DEDUCT FOR NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT	3.0000	EA	-635.0000
3	DEDUCT FOR NO ENGINE SHOP REPAIR MANUAL PER UNIT INCLUDED IN LINE 2	3.0000	EA	0.0000
4	DEDUCT FOR NO EQUIPMENT PARTS MANUAL PER UNIT	3.0000	EA	-68.0000
5	DEDUCT FOR NO ENGINE PARTS MANUAL PER UNIT	3.0000	EA	0.0000

René A. Botts 3/2/2017
 3/2/17 BUYER
 3/2/17
 MATERIAL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
14192 OC

PAGE 2 of 2	ORDER DATE 03/02/17
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	INCLUDED IN LINE 4			
6	DEDUCT FOR GRADER TYPE TIRES STEEL BELTED RADIALS OF 14.00R	3.0000	EA	-3,892.0000
7	DEDUCT SECTION 22, PARAGRAPH C ALL TRANSPORTATION COST TO AND FROM THE NEAREST AUTHORIZED REPAIR FACILITY AND TRAVEL TIME AND MILEAGE WILL BE THE RESPONSIBILITY OF THE PURCHASER.	3.0000	EA	-3,685.0000
8	RIGHT WING ATTACHMENT	3.0000	EA	21,211.0000
9	V-PLOW ATTACHMENT	3.0000	EA	6,384.0000
10	STRAIGHT DOZER BLADE ATTACHMENT	3.0000	EA	7,975.0000
11	ANGLE DOZER BLADE ATTACHMENT	3.0000	EA	17,426.0000
12	SCARIFIER ATTACHMENT	3.0000	EA	3,702.0000
13	SPARE TIRE WITH RIM MICHELIN SNO-PLUS AS IN BASE SPEC	3.0000	EA	2,645.0000
14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	3.0000	EA	3,196.0000
15	TALL LIGHT BARS WITH LIGHTS ON FRONT FOR USE WITH SNOW PLOW INCLUDED IN LINE 1	3.0000	EA	0.0000
16	FRONT FENDERS	3.0000	EA	2,370.0000
17	REAR FENDERS	3.0000	EA	2,887.0000
18	MINIMUM 60 INCH HIGH BENCHING WING IN LIEU OF RIGHT HAND WIN INCLUDED IN LINE 1	3.0000	EA	0.0000
19	GRADE CONTROL PACKAGE ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE OR "CROSS SLOPE". ALSO ALLOWS GRADER TO BE EQUIPPED WITH SONIC, LASER OR GPS CONTROLS.	3.0000	EA	8,035.0000


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
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CONTRACT NUMBER
14192 OC

LIFE CYCLE AWARD

PAGE 1 of 3	ORDER DATE 02/09/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	
VENDOR ADDRESS: NEBRASKA MACHINERY CO DBA NMC INC PO BOX 83330 LINCOLN NE 68501-3330	

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

MARCH 05, 2016 THROUGH MARCH 04, 2017

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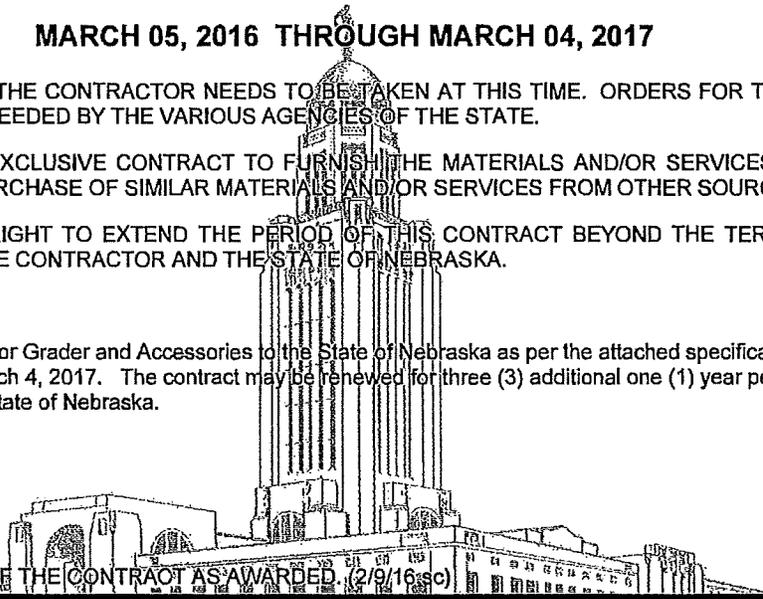
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Original/Bid Document 4883 OF

Contract to supply and deliver Motor Grader and Accessories to the State of Nebraska as per the attached specifications for the contract period March 5, 2016 through March 4, 2017. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tim Rees
Phone: 402-891-7643
Fax: 402-891-7731
E-Mail: timrees@nmccat.com



THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AWARDED (2/9/16 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: CATERPILLAR MODEL: 12M3	3.0000	EA	222,850.0000
2	DEDUCT FOR NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT	3.0000	EA	-635.0000
3	DEDUCT FOR NO ENGINE SHOP REPAIR MANUAL PER UNIT INCLUDED IN LINE 2	3.0000	EA	0.0000
4	DEDUCT FOR NO EQUIPMENT PARTS	3.0000	EA	-68.0000

2/11/16
René A. Botts 2/9/16
 BUYER
 MATERIAL ADMINISTRATOR
 2/9/16

STATE OF NEBRASKA CONTRACT AWARD

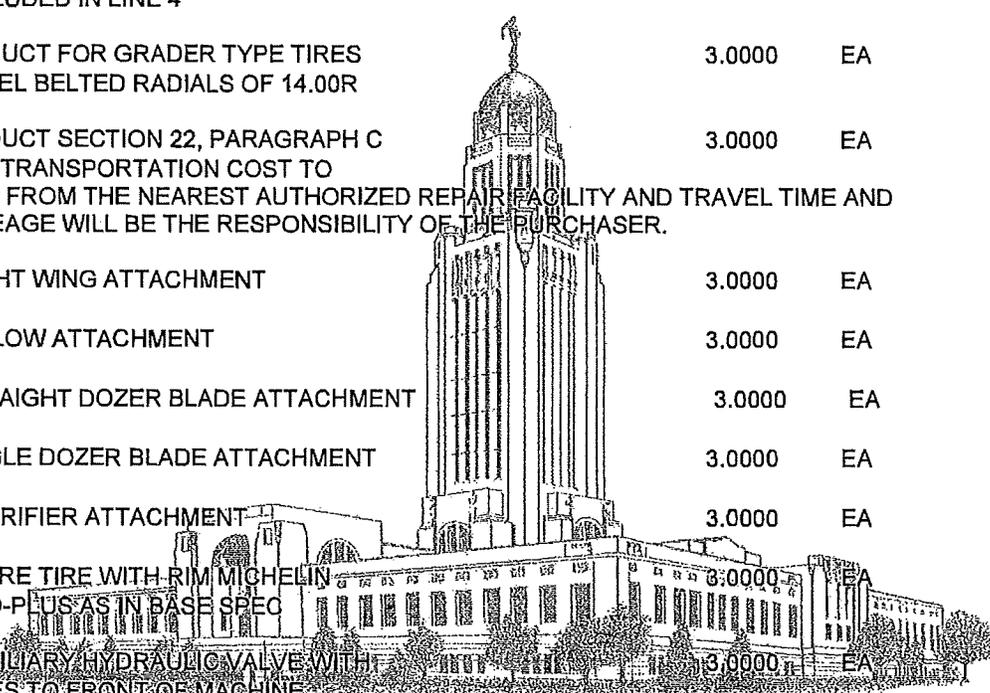
State Purchasing Bureau
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CONTRACT NUMBER
14192 OC

PAGE 2 of 3	ORDER DATE 02/09/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	MANUAL PER UNIT			
5	DEDUCT FOR NO ENGINE PARTS MANUAL PER UNIT INCLUDED IN LINE 4	3.0000	EA	0.0000
6	DEDUCT FOR GRADER TYPE TIRES STEEL BELTED RADIALS OF 14.00R	3.0000	EA	-3,892.0000
7	DEDUCT SECTION 22, PARAGRAPH C ALL TRANSPORTATION COST TO AND FROM THE NEAREST AUTHORIZED REPAIR FACILITY AND TRAVEL TIME AND MILEAGE WILL BE THE RESPONSIBILITY OF THE PURCHASER.	3.0000	EA	-3,685.0000
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12	SCARIFIER ATTACHMENT	3.0000	EA	3,702.0000
13	SPARE TIRE WITH RIM MICHELIN SNO-PLUS AS IN BASE SPEC	3.0000	EA	2,645.0000
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15	TALL LIGHT BARS WITH LIGHTS ON FRONT FOR USE WITH SNOW PLOW INCLUDED IN LINE 1	3.0000	EA	0.0000
16	FRONT FENDERS	3.0000	EA	2,370.0000
17	REAR FENDERS	3.0000	EA	2,887.0000
18	MINIMUM 60 INCH HIGH BENCHING WING IN LIEU OF RIGHT HAND WING INCLUDED IN LINE 1	3.0000	EA	0.0000
19	GRADE CONTROL PACKAGE ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE	3.0000	EA	8,035.0000



RAB
BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

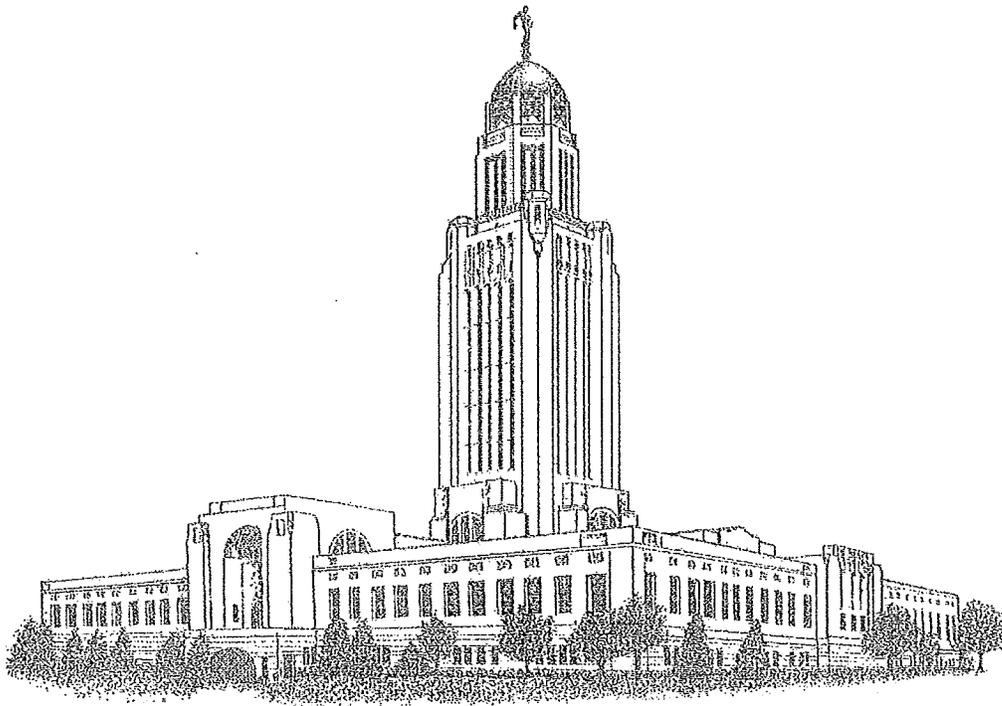
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CONTRACT NUMBER
14192 OC

PAGE 3 of 3	ORDER DATE 02/09/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	OR "CROSS SLOPE". ALSO ALLOWS GRADER TO BE EQUIPPED WITH SONIC, LASER OR GPS CONTROLS.			



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 BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

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

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

CONTRACT NUMBER
14192 OC

Life Cycle Award

PAGE 1 of 3	ORDER DATE 01/14/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	
VENDOR ADDRESS: NEBRASKA MACHINERY CO DBA NMC INC PO BOX 83330 LINCOLN NE 68501-3330	

THE CONTRACT PERIOD IS:

MARCH 05, 2015 THROUGH MARCH 04, 2016

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

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Original/Bid Document 4883 OF

Contract to supply and deliver Motor Grader and Accessories to the State of Nebraska as per the attached specifications for the contract period March 05, 2015 through March 04, 2016. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tim Rees
Phone: 402-891-7643
Fax: 402-891-7731
E-Mail: timrees@nmccat.com

Amendment One as attached. (jcd 01/14/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: CATERPILLAR MODEL: 12M3	3.0000	EA	222,850.0000
2	DEDUCT FOR NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT	3.0000	EA	-635.0000
3	DEDUCT FOR NO ENGINE SHOP REPAIR MANUAL PER UNIT INCLUDED IN LINE 2	3.0000	EA	0.0000

Rene A. Botts 1/15/2016
BUYER
Maureen Botts
MATERIEL ADMINISTRATOR
P43580(N)NISM000(N)NISM001.20150901

STATE OF NEBRASKA CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
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PAGE 2 of 3	ORDER DATE 01/14/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

CONTRACT NUMBER
14192 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	DEDUCT FOR NO EQUIPMENT PARTS MANUAL PER UNIT	3.0000	EA	-68.0000
5	DEDUCT FOR NO ENGINE PARTS MANUAL PER UNIT INCLUDED IN LINE 4	3.0000	EA	0.0000
6	DEDUCT FOR GRADER TYPE TIRES STEEL BELTED RADIALS OF 14.00R	3.0000	EA	-3,892.0000
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17	REAR FENDERS	3.0000	EA	2,887.0000
18	MINIMUM 60 INCH HIGH BENCHING WING IN LIEU OF RIGHT HAND WIN INCLUDED IN LINE 1	3.0000	EA	0.0000
19	GRADE CONTROL PACKAGE ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE	3.0000	EA	8,035.0000

RAB
BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

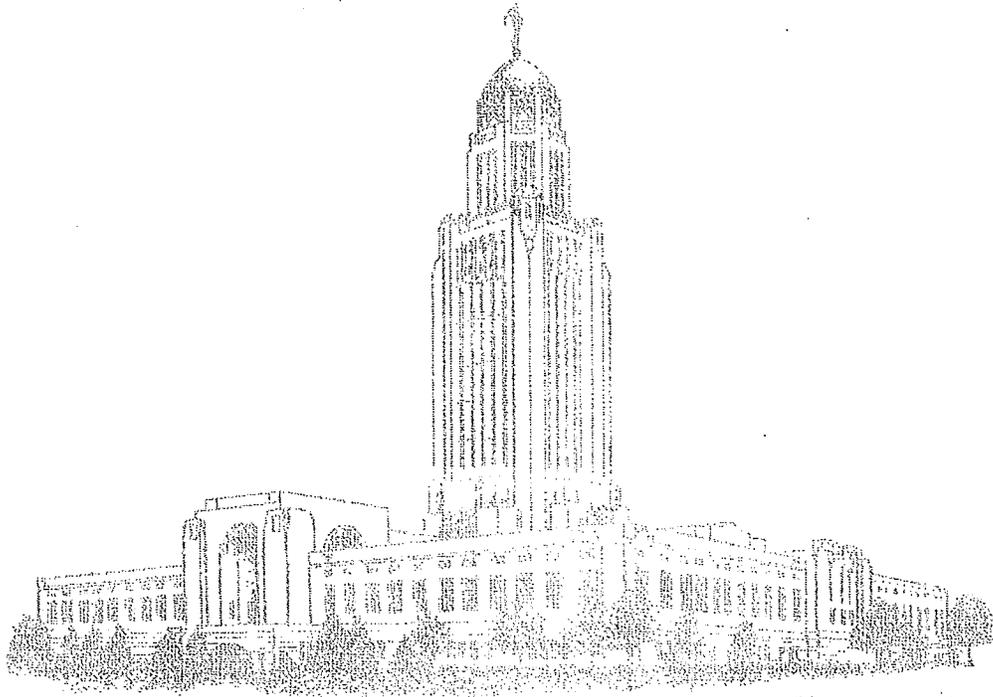
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CONTRACT NUMBER
 14192 OC

PAGE 3 of 3		ORDER DATE 01/14/16	
BUSINESS UNIT 9000		BUYER RENE BOTTS (AS)	
VENDOR NUMBER: 506069			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE OR "CROSS SLOPE". ALSO ALLOWS GRADER TO BE EQUIPPED WITH SONIC, LASER OR GPS CONTROLS.			



RAB
 BUYER INITIALS

AMENDMENT ONE
 CONTRACT 14192 OC
 Motor Grader and Accessories for the State of Nebraska
 Between
 The State of Nebraska and Nebraska Machinery Company DBA NMC INC.

This Amendment (the "Amendment") is made by the State of Nebraska and Nebraska Machinery Company DBA NMC INC., parties to Contract 14192 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Lines 1, 14, 16, 17, and 19 are deleted and replaced as follows below, effective January 14, 2016.

Line	Description	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: CATERPILLAR Model: 12M3	EA	222,850.0000
14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	EA	3,196.0000
16	FRONT FENDERS	EA	2,370.0000
17	REAR FENDERS	EA	2,887.0000
19	GRADE CONTROL PACKAGE ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE OR "CROSS SLOPE". ALSO ALLOWS GRADER TO BE EQUIPPED WITH SONIC, LASER OR GPS CONTROLS	EA	8,035.0000

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

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

State of Nebraska

Contractor: Nebraska Machinery Company
DBA NMC INC.

By: Marilyn Bottrell

By: Tom Rens

Name: Marilyn Bottrell

Name: Tom Rens

Title: Material Administrator

Title: Sales Rep NMC

Date: 1-19-16

Date: 1-6-16

STATE OF NEBRASKA CONTRACT AWARD

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

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14192 OC

LIFE CYCLE AWARD

PAGE 1 of 5	ORDER DATE 03/05/15
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	
VENDOR ADDRESS: NEBRASKA MACHINERY CO DBA NMC INC PO BOX 83330 LINCOLN NEBRASKA 68501-3330	

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

MARCH 05, 2015 THROUGH MARCH 04, 2016

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

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

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Original/Bid Document 4883 OF

Contract to supply and deliver Motor Grader and Accessories to the State of Nebraska as per the attached specifications for the contract period March 05, 2015 through March 04, 2016. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States

Rene G. Botts 3/6/2015
3-12-15 BUYER
3-13-15
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
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CONTRACT NUMBER
14192 OC

PAGE 2 of 5	ORDER DATE 03/05/15
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

using the Systematic Alien Verification for Entitlements (SAVE) Program.

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

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

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

These documents constitute the entirety of the contract.

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

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

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

Vendor Contact: Tim Rees
 Phone: 402-891-7643
 Fax: 402-891-7731
 E-Mail: timrees@nmccat.com

(b) 03/05/15

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: CATERPILLAR MODEL: 12M3	3.0000	EA	215,315.0000
2	DEDUCT FOR NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT	3.0000	EA	-635.0000
3	DEDUCT FOR NO ENGINE SHOP REPAIR MANUAL PER UNIT INCLUDED IN LINE 2	3.0000	EA	0.0000

RAB 3/6/2015
 BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
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PAGE 3 of 5	ORDER DATE 03/05/15
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069	

CONTRACT NUMBER
14192 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	DEDUCT FOR NO EQUIPMENT PARTS MANUAL PER UNIT	3.0000	EA	-68.0000
5	DEDUCT FOR NO ENGINE PARTS MANUAL PER UNIT INCLUDED IN LINE 4	3.0000	EA	0.0000
6	DEDUCT FOR GRADER TYPE TIRES STEEL BELTED RADIALS OF 14.00R	3.0000	EA	-3,892.0000
7	DEDUCT SECTION 22, PARAGRAPH C ALL TRANSPORTATION COST TO AND FROM THE NEAREST AUTHORIZED REPAIR FACILITY AND TRAVEL TIME AND MILEAGE WILL BE THE RESPONSIBILITY OF THE PURCHASER.	3.0000	EA	-3,685.0000
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14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	3.0000	EA	3,088.0000
15	TALL LIGHT BARS WITH LIGHTS ON FRONT FOR USE WITH SNOW PLOW INCLUDED IN LINE 1	3.0000	EA	0.0000
16	FRONT FENDERS	3.0000	EA	2,292.0000
17	REAR FENDERS	3.0000	EA	2,790.0000
18	MINIMUM 60 INCH HIGH BENCHING WING IN LIEU OF RIGHT HAND WIN INCLUDED IN LINE 1	3.0000	EA	0.0000
19	GRADE CONTROL PACKAGE ALLOWS THE OPERATOR TO MANUALLY CONTROL ONE END OF THE BLADE WHILE AUTOMATICALLY MAINTAINING THE DESIRED SLOPE OR GRADE	3.0000	EA	7,765.0000

RAB 3/6/2015
BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
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Lincoln, Nebraska 68508

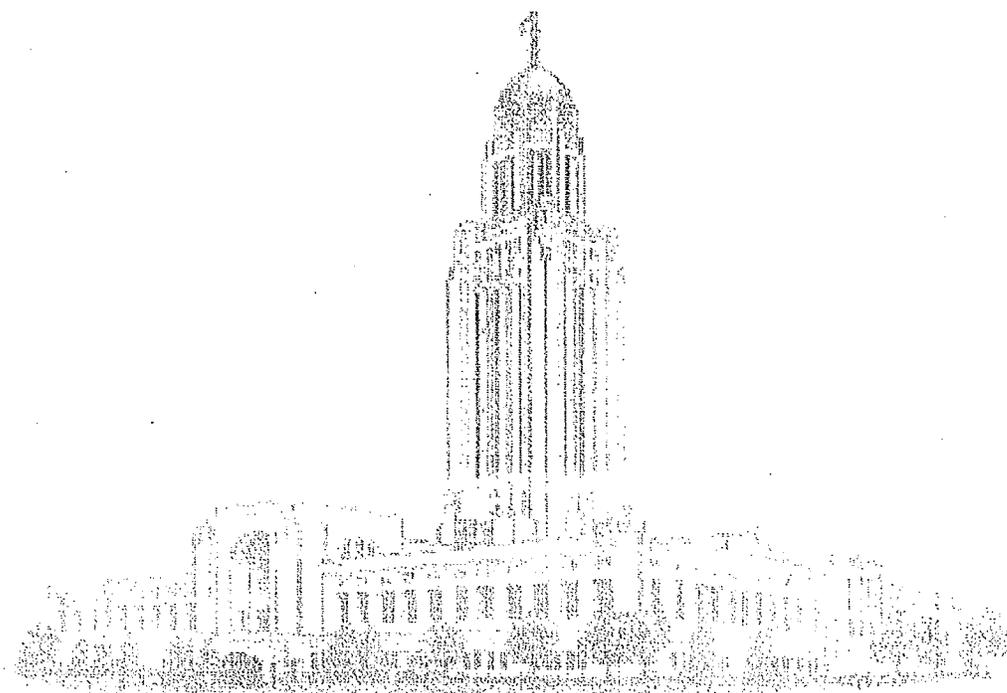
OR

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CONTRACT NUMBER
14192 OC

PAGE 4 of 5		ORDER DATE 03/05/15
BUSINESS UNIT 9000		BUYER RENE BOTTS (AS)
VENDOR NUMBER: 506069		

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	OR "CROSS SLOPE". ALSO ALLOWS GRADER TO BE EQUIPPED WITH SONIC, LASER OR GPS CONTROLS.			



RAB 3/6/2015
BUYER INITIALS

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

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

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

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

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IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

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

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

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

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

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

Revised: 02/2004

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	1/8/15	Page	1 of 5
Solicitation Number	4883 OF		
Opening Date and Time	02/06/15	2:00 pm	
Buyer	ANNETTE WALTON (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
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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 Motor Grader and Accessories to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/lb403/attestation_form.pdf
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within 90 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Tim Rees
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# 506069
VENDOR: NMC Inc
Address: 11002 Supp Bros. Drive
Omaha NE 68138

Contact Tim Rees
Telephone 402-891-7643
Facsimile 402-891-7731
Email timrees@nmccat.com

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

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

These documents constitute the entirety of the contract.

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

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

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

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response. State Statute §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

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

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

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

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

(b) 01/07/15)

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

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

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

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

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

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

No facsimile or email solicitation responses will be accepted.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: <i>Caterpillar</i> MODEL: <i>12M3</i>	3.0000	EA	<u>215,315.⁰⁰</u>	<u>645,945.⁰⁰</u>
2	DEDUCT FOR NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT	3.0000	EA	<u>635.⁰⁰</u>	<u>1905.⁰⁰</u>
3	DEDUCT FOR NO ENGINE SHOP REPAIR MANUAL PER UNIT	3.0000	EA	<i>Included Above</i>	—
4	DEDUCT FOR NO EQUIPMENT PARTS MANUAL PER UNIT	3.0000	EA	<u>68.⁰⁰</u>	<u>204.⁰⁰</u>
5	DEDUCT FOR NO ENGINE PARTS MANUAL PER UNIT	3.0000	EA	<i>Included Above</i>	—
6	DEDUCT FOR GRADER TYPE TIRES STEEL BELTED RADIALS OF 14.00R	3.0000	EA	<u>3892.⁰⁰</u>	<u>11,676.⁰⁰</u>
7	DEDUCT SECTION 22, PARAGRAPH C ALL TRANSPORTATION COST TO	3.0000	EA	<u>3685.⁰⁰</u>	<u>11,055.⁰⁰</u>
8	RIGHT WING ATTACHMENT	3.0000	EA	<u>21,211.⁰⁰</u>	<u>63,633.⁰⁰</u>

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
9	V-PLOW ATTACHMENT	3.0000	EA	<u>6384.00</u>	<u>19,152.00</u>
10	STRAIGHT DOZER BLADE ATTACHMEN	3.0000	EA	<u>7975.00</u>	<u>23,925.00</u>
11	ANGLE DOZER BLADE ATTACHMENT	3.0000	EA	<u>17,426.00</u>	<u>52,278.00</u>
12	SCARIFIER ATTACHMENT	3.0000	EA	<u>3702.00</u>	<u>11,106.00</u>
13	SPARE TIRE WITH RIM MICHELIN SNO-PLUS AS IN BASE SPEC	3.0000	EA	<u>2645.00</u>	<u>7935.00</u>
14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	3.0000	EA	<u>3088.00</u>	<u>9264.00</u>
15	TALL LIGHT BARS WITH LIGHTS ON FRONT FOR USE WITH SNOW PLOW	3.0000	EA	<u>Included</u>	<u>—</u>
16	FRONT FENDERS	3.0000	EA	<u>2292.00</u>	<u>6876.00</u>
17	REAR FENDERS	3.0000	EA	<u>2790.00</u>	<u>8370.00</u>
18	MINIMUM 60 INCH HIGH BENCHING WING IN LIEU OF RIGHT HAND WIN	3.0000	EA	<u>Included</u>	<u>—</u>
19	GRADE CONTROL PACKAGE (PLEASE STATE WHAT IS FURNISHED)	3.0000	EA	<u>7765.00</u>	<u>23,295.00</u>

*Allows the operator to manually control one end of the blade while automatically maintaining the desired slope or grade or "cross slope"
Also allows grader to be equipped with sonic, laser or GPS Controls*

" See next page for other options "

Popular Caterpillar Options

Additional Work Lights \$1050.00

Rear Camera \$2575.00

Heated Out Side Mirrors \$675.00

Deduct Manuel Front Lift Pins \$-1745.00

Rear Hyd. Valve and lines \$2220.00

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

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

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

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

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

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

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

**STATE OF NEBRASKA
STATE PURCHASING BUREAU**

SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1	Release Invitation to Bid	January 8, 2015
2	Last Day to Submit Written Questions	January 23, 2015
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/materiel/purchasing.html	January 26, 2015
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	February 6, 2015 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 4883 OF; Motor Grader & Accessories". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Annette Walton, showing the total number of pages transmitted, and clearly marked "ITB Number 4883 OF; Motor Grader & Accessories".

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

STATE OF NEBRASKA - Commodity Contract
DEPARTMENT OF ROADS

**Terms and Conditions for MOTOR GRADER &
ATTACHMENTS 4883 OF**

C02-14

EAMS-C02

SCOPE

It is the intent of this bid to establish a contract to supply and deliver **Motor Grader & Attachments** to the State of Nebraska as per the attached specifications and terms and conditions for a one (1) year period beginning from date of contract award with the option to renew for four (4) additional one (1) year periods when mutually agreeable with the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

ALL EQUIPMENT BID FOR THIS **MOTOR GRADER & ATTACHMENTS INVITATION TO BID** SHALL BE OF THE LATEST CURRENT MODEL, OF PROVEN PERFORMANCE AND UNDER STANDARD PRODUCTION BY THE MANUFACTURER AND IS TO BE OF STANDARD DESIGN, COMPLETE AS REGULARLY ADVERTISED AND MARKETING INCLUDING ALL SPECIFIED ACCESSORIES, TOOLS AND SPECIAL FEATURES. All necessary parts for satisfactory operation of the equipment shall be incorporated into the **Motor Grader & Attachments** whether or not they may be specifically mentioned below.

Complete detailed specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the Invitation to Bid on the IDENTICAL equipment proposed. Literature should be complete and the latest published. ANY INFORMATION NECESSARY TO SHOW COMPLIANCE WITH THESE SPECIFICATIONS NOT GIVEN ON THE MANUFACTURER'S DESCRIPTIVE LITERATURE A/D OR ADVERTISING DATA SHEETS, SHOULD BE SUPPLIED IN WRITING ON OR ATTACHED TO THE BID DOCUMENT. The Motor Grader & Attachments must meet or exceed the following requirements.

LIFE-CYCLE COST

Life-cycle cost information will be captured in a formula to allow a comparison between the price based on acquisition costs and the price based on life cycle costs.

Vendors must provide a price based on acquisition costs according to specifications. Vendors will not be required to submit a price based on life-cycle costs. In order for a vendor submission to be considered on the basis of life cycle costs, the Bidder must supply the information requested on the Life-Cycle Cost Analysis for Heavy Equipment / Vendor Submission form provided by the State Purchasing Bureau. Life-cycle cost information considered for purposes of a bid will include only the life-cycle cost information as submitted with the bid by the Vendor. The State Purchasing Bureau will not add any additional information or stipulate to the creditability of any information provided and /or not provided in the form. If a Vendor fails to complete any of the information requested for a bid price based on life-cycle costs, the bid will be disqualified from further consideration for a contract based on life-cycle costs. The Vendor's bid based on acquisition costs will be considered if the requirements of that bid are met independently of the bid based on life-cycle costs.

Life-cycle cost comparisons will be based upon the Life-Cycle Cost per Hour, which will be calculated using information provided by the Bidders and the State as indicated in the Life Cycle Cost Analysis Form.

Life-Cycle Information Certification

The Bidder or authorized representative will be required to sign the Life-Cycle Cost Analysis – Heavy Equipment Vendor Submission form and certify that the information is true and accurate. Additionally, the Bidder is informed on the form that a Vendor Performance Report may be submitted by the purchasing agency and possible suspension may occur if the data provided proves to be inaccurate throughout the life of the equipment bid.

Contract Awards

State Purchasing Bureau may award multiple contracts meeting specification: one based on low acquisition cost and one based on life-cycle cost. If no life-cycle cost bid is submitted, the award will only be based on acquisition cost.

Contract Selection by Procuring Agency

The procuring agency may select either contract: low acquisition cost contract or the life-cycle cost contract. The procuring agency will generate a purchase order from one of the contracts and include an attachment with a statement of explanation indicating the basis for the selection signed by the Agency Director.

NON-COMPLIANCE STATEMENT

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

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).

RIGHTS

The State reserves the right to waive technicalities; reject any or all bids, wholly or in part; and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

POLITICAL SUB-DIVISIONS

Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

SECRETARY OF STATE

Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required and complete the Individual or Sole Proprietor United States Attestation Form. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

AWARD

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

ASSIGNMENT OF CONTRACT

The vendor will not assign, transfer or sub-contract any portion of this contract without the prior written consent of the State of Nebraska.

SUBSTITUTIONS

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

ESTIMATED USAGE

Quantities shown are estimated only and are not to be construed as either a minimum or maximum purchase quantity. The State of Nebraska reserves the right to increase or decrease any quantities shown. The **Motor Grader & Attachments** will be ordered on an as-needed basis with no minimum order requirements.

REVISIONS

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

AMENDMENT

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

TERMINATION

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

TAXES

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

PRICES

Price quoted shall be unit price and shall be firm for one hundred-eighty (180) days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

QUALITY

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

AUTHORIZED DEALER AND WARRANTY

To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State Purchasing Bureau within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.

WARRANTY

Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the contractor. Defective parts or those damaged in shipment must be replaced by the contractor at no charge to the State of Nebraska. The manufacturer's standard warranty shall apply and be in effect for at least one year from the date the equipment was placed in service.

ORDERS/INVOICES

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

PAYMENT

Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within 45 days of receipt of service or invoice, whichever is received later. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

BREACH OF CONTRACT

If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. The State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

USAGE REPORT

The vendor shall, upon request by the State of Nebraska, provide an annual usage report of this contract by state agencies. Information will include agency name, item, and dollar amount. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.

DELIVERY

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

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

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

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

CUSTOMER SERVICE

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

Customer Service Rep: Tim Rees

Phone Number: 402-691-7643

Email Address: timrees@nmgout.com

Specifications for MOTOR GRADER & ATTACHMENTS 4883 OF

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

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

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRICE
X			Price quoted shall be unit price and shall be firm for one hundred eighty (180) days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	3 ENGINE
X			A. Diesel engine of variable horsepower design with minimum of 9.0 liter displacement.
X			B. Minimum of 170 net HP in first gear and a minimum of 230 net HP in 8 th gear at a governed speed; not to exceed 2500 RPM. Engine performance requirement to be in accordance with SAE J1349 standard conditions.
X			1. Engine to be Tier IV final.
X			2. Peak engine torque to be minimum 800 lbs.
X			C. Engine shall be equipped with a dual element air cleaner.
X			D. Turbo II or Centri brand pre-cleaner, or an equivalent O.E.M. supplied rotary ejection style pre-cleaner is required. Brand bidding <u>Sy-Klone</u>
X			E. Full flow oil filter(s)
X			F. Vertical exhaust stack with counter-balanced rain cap or elbowed exhaust.
X			G. Engine cowling side panels will be required.
X			H. Muffler required.
X			I. A subzero starting device.
X			1. Glow Plugs or other type of pre-heater for cold weather starting. Type bidding: <u>Intake Heater</u>
X			2. KBI Dieselmatic with cartridge or equivalent with warm engine cutoff will be required if glow plugs or pre-heater are not furnished. Type bidding: <u>KBI</u>
X			3. For liquid cooled engines: A 120 volt AC coolant heater for block with sturdily-mounted male receptacle with cover that is located outside engine compartment is required
X			J. Heavy duty radiator is required and shall be protected by an ethylene glycol base antifreeze to a temperature of no less than 34 degrees below zero Fahrenheit.
X			K. Hydraulically driven variable speed fan with standard reversing if available from manufacturer. Clean-out access if non-reversing is not available.
X			L. Environmental remote drain hoses for engine, transmission, hydraulics, differential and cooling system. Drains shall be placed in such location that drain pans can be placed directly beneath liquid stream.

NOTES/COMMENTS: 1st Gear 179 HP 8th Gear 231 HP

YES	NO	NO & PROVIDE ALTERNATIVE	4. GAUGES
X			A. Engine temperature.
X			B. Engine oil pressure.
X			C. Ammeter or voltmeter; or alternate monitoring system with visual and audible warning. Alternate Monitoring System bidding: _____
X			D. Fuel gauge required.
X			E. Transmission oil temperature gauge or indicator.
X			F. Hourmeter indicating the hours the engine operated; located with other gauges.
X			G. Articulation indicator required. (if available from manufacturer.)
X			H. Tachometer.
X			I. All of the above shall be located in cab.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	5. TRANSMISSION
X			A. Direct drive.
X			B. Power shift transmission with a minimum of 8 speeds forward and minimum of 6 speeds in reverse.
X			C. Minimum road speed will be 20 MPH.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	6. FRAME
X			A. The motor grader shall be an articulated frame.
X			B. Rear engine mounted type.
X			C. Rear hitch or drawbar attached to frame system required.
X			D. Full bottom and side guards for rear vehicle protection.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	7. WEIGHT
X			A. Data sheet base operating weight of unit with 14 foot moldboard and 14.00-R24 Michelin Sno-Plus tires are to be a minimum of 36,100 pounds. Base weight is to be without scarifier, ripper or other attached options. Please state weight in comment lines below.

NOTES/COMMENTS: 42,647 169.

YES	NO	NO & PROVIDE ALTERNATIVE	8. CAB
X			A. To be of sound-suppressed steel construction.
X			B. Shall be manufacturer's standard low profile cab.
X			C. Built-in ROPS and Three inch seat belt.
X			D. Weather tight and have floor mats.
X			E. All windshields, door and other glass to be safety type and tinted.
X			F. Windows must permit a full view of the moldboard and the road in front, rear and each side of the machine.
X			G. Cab shall be equipped with:
X			1. Front electric windshield wiper and washer Wiper to be intermittent with switch if available from manufacturer.
X			2. Rear window wiper and washer. Wiper to be intermittent with switch if available from manufacturer.
X			3. Lower front window wiper and washer. Wiper to be intermittent with switch if available from manufacturer.
X			4. Door locks.
X			5. Minimum 30,000 BTU heater-defroster.
X			6. Air Conditioning with R 134 Refrigerant.
X			7. AM/FM Radio.
X			8. Seats: Deluxe,
X			a. adjustable
X			b. cloth
X			c. air suspension
X			d. highback with head restraint
X			e. seat with cushion
X			9. Accelerator/decelerator pedal and hand throttle required.
X			10. Foot steps and handholds to the cab will be required.
X			11. Rearview mirrors shall be provided and mounted both inside and outside of the cab.
X			12. Adjustable control console required.
X			13. Hydraulic control valves will be located outside of cab.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	9. BRAKES
X			A. Power-assisted, hydraulic type brakes on all 4 tandem wheels, and one of the following required.
X			1. Discs on all four tandem wheels or
X			2. A foot brake control or
X			3. A parking brake that is hand or foot operated on transmission or in drive line is required.

NOTES/COMMENTS: _____

YES	NO	NO & PROVIDE ALTERNATIVE	10 TIRES AND WHEELS
X			A. Steel belted radial.
X			B. Tires to be mounted on 10 inch rims.
X			C. Tires will not have tubes if available by manufacturer; bidder must state in bid what is proposed. Please state whether tubed or tubeless: <i>Tubeless</i>
X			D. Tires to be Michelin Sno-Plus 14.00-R24 Radial Tire. Any other tire bid, requires pre-approval by Fleet management prior to bid opening.
X			E. Shall be left and right leaning wheel type controlled from the cab.

NOTES/COMMENTS: _____

YES	NO	NO & PROVIDE ALTERNATIVE	11 ELECTRICAL
X			A. Grader to have a 24 volt system with a converter that must be furnished for existing Department of Roads' 12 volt mobile radios.
X			1. Converter shall be a 25 amp converter with a relay for ignition switch. Please furnish information on type of converter being furnished. <i>Caterpillar</i>
X			2. Converter must be installed per converter manufacturer's recommendations.
X			B. Motor Grader to be equipped with head lights mounted near top of cab.
X			C. Back-up lights, blade lights and stop/tail lights.
X			D. Minimum 130 amp 24 volt alternator.
X			E. Manufacturer's recommended starter.
X			F. Manufacturer's recommended batteries, minimum of 2 batteries with 1,000 CCA rating each.
X			G. An electronic, back-up alarm meeting OSHA requirements required.
X			H. A horn is required.
X			I. A 12 volt power port in the cab shall be furnished if available from manufacturer.
X			J. Three switches are required for NDOR installation of strobe lights.
X			1. Switches to be battery powered with either 12 or 24 volts.

X			Please state supply voltage from switches. <u>24 Volt</u>
X			2. Factory installed switches in control panel preferred. Switches may be dealer installed in a convenient and visible location near the control panel. Strobe switches shall be located next to one another when installed.
X			3. Switches shall have back drop illumination or indicator when turned on.
X			K. All electrical components and wiring harnesses (i.e. blade float solenoid valves, work lights, front lift group solenoid valves, etc.) that are not enclosed within the operator's station or engine compartment shall have sealed wires and weather proof connectors. Shrink tubing placed over push on spade connectors will not be accepted.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	12 FUEL TANK
X			A. A minimum 100 gallon capacity fuel tank is required. State capacity <u>104 gallon</u>
X			B. DEF tank to be a minimum 5 gallons.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	13 MOLDBOARD
X			A. The moldboard shall be the manufacturer's 14 foot length that is 3/4 inch or more in thickness with replaceable end bits.
X			B. The moldboard is to be punched for AASHTO standard hole spacing, for cutting edges, and of a contour to permit the use of the 8 inch curved cutting edges.
X			C. The moldboard must be power shift.
X			D. Power tilt that swings out from under the frame at 90 degrees; cutting angle to the left and right.
X			E. The circle and moldboard shall be provided with slack adjustment to compensate for wear.
X			1. The circle to be equipped with a power side shift to permit blade to reach out left a minimum of 55 inches outside line of wheels and 72 inches right to permit picking up material from a windrow outside the line of the wheels.
X			2. Moldboard tipping (pitch) will be hydraulically operated from the cab.
X			3. Hydraulic valve for moldboard shall have a float position.
X			4. The circle shall have a slip clutch or a hydraulic relief valve to minimize damage to circle in case of impact.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	14 DIFFERENTIAL
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		ALTERNATIVE	
<input checked="" type="checkbox"/>			A. Operator controlled manual or automatic lock-unlock type to be furnished.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	15. QUICK HITCH-FRONT MOUNT
<input checked="" type="checkbox"/>			A. Grader will be equipped with hydraulically activated locking pin type quick hitch.
<input checked="" type="checkbox"/>			B. Quick Hitch shall be Rybind Motor Grader Parallel Lift Quick Hitch, Balderson BLHQ-12 or Balderson equivalent, Henke Parallel Lift Group or equivalent requires pre-approval in writing by Fleet Management prior to bid opening. Quick hitch shall be painted to match grader manufacturer's standard color of yellow. Bidding equivalent: _____
<input checked="" type="checkbox"/>			C. All front mounted attachments shall fit this quick hitch style.
<input checked="" type="checkbox"/>			D. Quick hitch will have all extra valve controls mounted in cab along with the regular valve bank within easy reach of the operator. Shall have all hydraulic valves and/or control solenoids mounted under cab with main stack valve; only hydraulic lines and/or hose at front of machine. These components shall have sealed wiring with weather proof connectors.
<input checked="" type="checkbox"/>			E. Quick Hitch lifting circuit shall be provided with operator controlled float capability and automatic hydraulic lock.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	16. NOISE LEVEL
<input checked="" type="checkbox"/>			A. Bidder shall supply with proposal the following decibel level per SAE Standards:
<input checked="" type="checkbox"/>			1. Under full load in operator's position with doors and windows open. _____
<input checked="" type="checkbox"/>			2. Under full load in bystander's position at 7.5 meters from rear of unit. _____
NOTES/COMMENTS: <u>See attached sound information</u>			

YES	NO	NO & PROVIDE ALTERNATIVE	17. SMV EMBLEM
<input checked="" type="checkbox"/>			A. A slow moving vehicle emblem shall be mounted on the rear of the motor grader and displayed as required by Nebraska Statutes.
<input checked="" type="checkbox"/>			B. Emblem mounting shall furthermore not restrict air flow for cooling purposes.

NOTES/COMMENTS: _____

YES	NO	NO & PROVIDE ALTERNATIVE	18 COLOR
X			A. Motor grader standard manufacturer's yellow.
X			B. V-plows and wing assemblies will be painted black. Gray or a yellow which closely matches grader manufacturer's standard yellow would also be acceptable.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	19 MANUALS
X			A. Operator's manual must accompany each unit delivered.
X			B. Equipment shop repair manual required for each unit delivered.
X			C. Engine shop repair manual required for each unit delivered.
X			D. Equipment parts manual required for each unit delivered.
X			E. Engine parts manual required for each unit delivered.
X			F. All manual(s) must be furnished prior to payment and be delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	20 MISCELLANEOUS
X			A. The bidders will submit with their proposal a list of any special tools they will furnish with each machine.
X			B. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
X			C. Dealer pre-delivery service required.
X			D. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility of the manufacturer and/or the successful bidder to warrant to the State of Nebraska, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	21 RADIO/FREQUENCY SHIELDING - Caution!!
X			A. The grader and/or installed components and equipment shall be compatible with use of NDOR mobile and/or two-way communication devices. Main communication radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply

X			including low band, high band, UHF and VHF.
X			B. The grader and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
X			C. NDOR will conduct testing of radio/two-way when installed in chassis. NDOR will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from grader or installed components and equipment. Vendor shall be required to work with NDOR personnel to reduce interference level to a point acceptable to NDOR normal radio operating parameters. Vendors shall have 30 days to resolve RFI issue.
X			D. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If NDOR and vendor cannot resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards compliance. Testing shall be done to SAE and/or ISO Standards which were current at date of bid. Should the grader and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.
X			E. If after testing by NDOR and/or accredited lab, the vendor is unable or unwilling to incur the cost and correct the RFI issue to the satisfaction of NDOR, ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELED.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	22. WARRANTY
X			A. Manufacturer's usual warranty shall apply, and shall be in effect for at least one year from the date the equipment was placed in service.
X			B. Vendor shall be responsible for all repairs to include parts and labor during the 12 month usual warranty period.
X			C. All transportation cost to and from the nearest authorized repair facility and travel time and mileage will be the responsibility of the vendor and/or manufacturer.
X			D. The power train and engine shall be warranted for an additional five years. The vendor shall provide the following guarantees on this registered Motor Grader after 12 months from the date the unit was placed in service until the first of: (1) 5,000 operating hours or (2) 60 months.
X			1. These guarantees are in addition to the standard 12 month warranty and do not have any effect upon the standard warranty.
X			2. If the engine is not produced by the Motor Grader manufacturer, the vendor will guarantee that the engine will be repaired by a certified and registered engine warranty dealer or distributorship.
X			E. The following power train components are warranted to be free from defects in workmanship and material during the extended warranty period:
X			1. Engine (excluding radiator, alternator, starter, compressor and other attachments)

X			2. Torque converter (if applicable), Transmission
X			3. Drive shafts and Universal joints
X			4. Differential
X			5. Transfer gear group
X			6. Drive axles
X			7. Drive pumps
X			8. Drive motors
X			9. Pinion and bevel gear
X			10. Final drive gear train (including sprockets)
X			11. Computerized and electronic equipment.
X			F. This warranty is limited to repair or replacement (including both parts and labor) of inspected parts determined to have been defective in material or workmanship. All extended power train warranty repairs will be performed by manufacturer's authorized service personnel. All machine transportation cost to and from the nearest authorized vendor repair facility and travel time and mileage during the extended warranty period will be the responsibility of the vendor and/or manufacturer. This warranty does not apply to normal maintenance service (such as engine tune-up) or normal replacement, service or wear items.
X			G. Any oil sampling or other necessary testing needed to implement this warranty must be included in writing with this proposal. The Nebraska Department of Roads will do oil sampling if required by the manufacturer, but all materials must be furnished at no charge to the Department. A written report will be returned to Nebraska Department of Roads if sampling is required.
X			H. This extended coverage is subject to the following conditions and limitations: (1) replacement parts provided are warranted for the remainder of the extended warranty period applicable to the product in which installed. (2) The machine may not be altered or modified in any manner which affects the mechanical operation as designed without written permission from the Nebraska Department of Roads.
X			I. The following limitations shall be applicable to all guarantees.
X			1. Parts ordered and machine repair request will occur during dealer's normal working hours.
X			2. The parts and machine repair guarantees will not apply to machines which have been substantially damaged by collision, accident, flood, fire, vandalism or similar occurrence.
X			3. The parts and machine repair guarantees will not apply to machines when delay results from strikes (dealer, supplier, or carrier), acts of God or other occurrences beyond vendor's reasonable control.
X			J. If machine cannot be repaired within 30 days, a comparable loaner machine will be furnished to the State of Nebraska at no cost.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	23. SPECIFICATION FORM(S)
X			A. Specification form(s) will be supplied by Department of Roads to the awarded contractor after a purchase order has been issued. The awarded contractor will be required to complete specification form to the fullest extent possible for each unit and must accompany each unit when delivered.
X			B. If vendor does not properly complete form for each unit, a sum of \$250.00 per unit will be deducted from purchase order total.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	24. TRAINING
X			A. Minimum of four hours per grader at various locations throughout Nebraska by a factory-trained representative in the operation and maintenance of grader. Training shall be done for each unit at its assigned location within the State of Nebraska. Fleet Management will contact successful bidder on schedule and places for this training.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	24. SECRETARY OF STATE REGISTRATION *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
			A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
X			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	25. Bid Compliance
X			A. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached.

NOTES/COMMENTS: _____

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Attachment: Right Hand Wing

SCOPE

Optional quotation is requested for equipping above motor grader with right hand wing to comply with the following: Motor graders to be delivered with right wing mounted by successful bidder on the motor grader quoted in this specification, Brand of wing proposed must be wing that is normally supplied by grader manufacturer; **BIDDER MUST STATE BRAND WITH PROPOSAL.**

YES	NO	NO & PROVIDE ALTERNATIVE	1 WING
X			A. Wing to have a minimum 10 foot long cutting edge.
X			B. 32 inch height at rear, minimum 8 gauge steel, and of that is properly reinforced.
X			C. 24 inch height at front, minimum 8 gauge steel, and of that is properly reinforced.
X			D. Cutting edge of ½ inch by 6 inches. AASHTO punched.
X			E. Minimum horizontal benching height of 48 inches required.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	2 MOUNTING REQUIREMENTS
X			A. Wing mast and toe of wing to be mounted approximately even with front of cab.
X			B. Wing must be attached so that it can be lined up with and used in conjunction with the grader moldboard for snow removal in one pass.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	3 HYDRAULIC FUNCTIONS
X			A. Wing to be fully hydraulically-operated, including front and rear adjustment; cable attached to hydraulic mechanism is acceptable.
X			B. Extra valve controls mounted in motor grader cab along with the regular valve bank and within easy reach of the operator required.

X			C. All lift cylinders, necessary hoses, piping and quick couplers to be supplied and properly mounted. Quick couplers are to be Bruning or Parker brand of adequate size, flush face-type for detachment of wing mast purposes at front and rear positions.
X			D. Wing must have float capability.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	4 SPOTLIGHT
X			A. Halogen spotlight that is fixed for wing operation is required.
X			B. Light shall have a minimum 5 inch diameter lens. Rectangular shaped lens of approximately 4x6 would also be acceptable. Multiple lights of a smaller size also acceptable. State what is to be provided. _____
X			C. Spotlight's light beam shall be adjustable to various areas of the moldboard from "fixed" mounting location. Wire to spotlight shall have weather proof connector.
NOTES/COMMENTS: _____ <i>Caterpillar Brand</i>			

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Attachment: V-Plow

SCOPE

Optional quotation is requested for equipping above motor grader(s) with V-plow(s) to comply with the following: V-plow will be mounted on motor grader as quoted in this specification. Brand of V-plow proposed must be V-plow that is normally supplied by grader distributor; **BIDDER MUST STATE BRAND WITH PROPOSAL.**

YES	NO	NO & PROVIDE ALTERNATIVE	1. V-PLOW
X			A. V-plow to have at least 9 foot 6 inch cutting width.
X			B. V-plow to be at least 6 foot (72 inches) high at tips and 4 foot (48 inches) high nose.
X			C. Moldboard material to be minimum 3/16 inch thick.
X			D. To be compatible with quick hitch as described in main body of specification.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	2. SKID SHOES
X			A. Bottom of skid shoes shall have maximum feasible amount of tungsten carbide inserts of minimum 3/16 inch thickness.
NOTES/COMMENTS: _____ <i>Caterpillar Brand</i>			

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Attachment: 9 foot Straight Dozer Blade

SCOPE

Optional quotation is requested for equipping above motor grader(s) with straight dozer blade to comply with the following: Dozer blade will be mounted on motor grader as quoted in this specification. Brand of Dozer blade proposed must be Dozer blade that is normally supplied by grader distributor; **BIDDER MUST STATE BRAND WITH PROPOSAL.**

YES	NO	NO & PROVIDE ALTERNATIVE	1. DOZER BLADE
X			A. To be minimum 9 foot long.
X			B. Moldboard height to be approximately 36 inches.
X			C. Moldboard thickness to be minimum ¼ inch.
X			D. Full Box Section Construction.
X			E. Cutting edges to be ¾ inch x 8 inch and bolt-on reversible with end bits.
X			F. To fit quick hitch as bid in body of this specification.
NOTES/COMMENTS: <u>Caterpillar Brand</u>			

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Attachment: 9 foot Angle Dozer Blade

SCOPE

Optional quotation is requested for equipping above motor grader(s) with angle dozer blade to comply with the following: Dozer blade will be mounted on motor grader as quoted in this specification. Brand of Dozer blade proposed must be Dozer blade that is normally supplied by grader distributor; **BIDDER MUST STATE BRAND WITH PROPOSAL.**

YES	NO	NO & PROVIDE ALTERNATIVE	1. DOZER BLADE
X			A. To be minimum 9 foot long.
X			B. Moldboard height to be approximately 33 inches.
X			C. Moldboard thickness to be minimum 3/16 inch.
X			D. Center hinge pin diameter to be minimum 2 inch and to be greaseable.
X			E. Reversible edges with end bits.
X			F. Angle: cutting edge to ground plane to be approximately 37 degrees.
X			G. Moldboard angle to be controlled with hydraulic cylinders. Hydraulic cylinders shall be sized according to manufacturer's recommendations.
X			H. To fit quick hitch as bid in body of this specification.
NOTES/COMMENTS: <u>Caterpillar Brand</u>			

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Attachment: Scarifier

SCOPE

Optional quotation is requested for equipping above motor grader(s) with scarifier to comply with the following: Scarifier will be mounted on motor grader as quoted in this specification. Brand of Scarifier proposed must be Scarifier that is normally supplied by grader distributor; **BIDDER MUST STATE BRAND WITH PROPOSAL.**

YES	NO	NO & PROVIDE ALTERNATIVE	1. SCARIFIER
X			A. Scarifier to be the "V" type with the capability of holding at least 9 shanks and shall be mounted on the front of the machine.
X			B. Minimum nine shanks to be furnished with scarifier.
X			C. To be compatible with quick hitch as described in main body of specification.
NOTES/COMMENTS: <u>Caterpillar Brand</u>			

END OF SPECIFICATIONS

Pete Ricketts, Governor

ADDENDUM ONE

Date: January 9, 2015
To: All Bidders
From: Annette Walton, Buyer
State Purchasing Bureau
RE: Addendum for ITB Number 4883 OF
to be opened February 06, 2015 at 2:00 p.m.

This Addendum revises the Specifications of Invitation to Bid 4883 OF, Motor Grader and Accessories, to include Section 3 "Engine" (see attached).

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

ADDENDUM TWO, QUESTIONS and ANSWERS

Date: January 26, 2015
To: All Bidders
From: Annette Walton, Buyer
State Purchasing Bureau
RE: Addendum for Invitation to Bid Number 4883 OF Rebid
to be opened February 06, 2015 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

QUESTIONS	ANSWERS
1. on Page 4 of 5 of the Invitation to Bid, Item 19, Grade Control Package (please state what is furnished), What is this pertaining to? I do not see in the specifications that Grade Control Packages are discussed or have any specifications?	This is asking if the machine is capable of automated cross slope included in the grade control package with the ability to add other manufactures grade control systems.
2. 4. Gauges B. Engine Oil Pressure Question Oil pressure is displayed on our Monitoring System in the dash is that acceptable.	Yes, this is acceptable.

Pete Ricketts, Governor

QUESTIONS	ANSWERS
<p>3. Life Cycle Cost Analysis Work Sheet Line 7 Projected Salvage Value Comment, this line has the most influence in the formula for the low bid. Question, Are these prices to be comparable models that are 180 months old that are "currently for sale" or "recent auction results sold units"</p>	<p>Please use "recent auction results sold units".</p>
<p>4. Question, Should this price be the average of at least 3 machines.</p>	<p>Yes. Please also include the documentation to show the prices from which the average was derived.</p>
<p>5. Question, After the salvage price is established should 180 months of inflation be added to the price to reflect the salvage price 180 months from the date of the bid?</p>	<p>No.</p>
<p>6. Question, If inflation is allowed should the US governmental CPI calculator index be used or some other source?</p>	<p>See answer to Question #5.</p>
<p>7. Question, Is Machinery Trader or Richey Bros Auctions an approved source.</p>	<p>Either is acceptable.</p>

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

Pete Ricketts, Governor

ADDENDUM THREE

Date: January 28, 2015
To: All Bidders
From: Annette Walton, Buyer
State Purchasing Bureau
RE: Addendum for ITB Number 4883 OF
to be opened February 06, 2015 at 2:00 p.m.

This Addendum revises Attachment One, Life Cycle Cost Analysis, of Invitation to Bid 4883 OF, Motor Grader and Accessories (see attached).

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

Life-Cycle Cost Analysis - Invitation to Bid # 4883 OF

Item Description - Motor Grader and Accessories

State Agency Data Use for Calculations			
1	Projected Number of Months in Service:	180	Provided by State Purchasing Bureau
2	Projected Number of Hours of Operation per Month	30	Provided by State Purchasing Bureau
3	Projected Total Number of Hours	5,400	Provided by State Purchasing Bureau
4	Number of Maintenance Cycles Performed Per Year	2	Provided by State Purchasing Bureau
5	Fuel Cost-per-Gallon: (Data from U.S. Energy Information Administration the week of bid release.)	\$2.214	Provided by State Purchasing Bureau

Net Cost			
6	Bid Price (Listed on ITB Line # 1)	215,215	Bidder enters amount
7	Projected Salvage Value (Using Projected Total Hours & Projected Total Months) Salvage value will be based on documented sale price(s) of the same or comparable equipment within previous twelve (12) months. Vendor(s) should submit documentation from at least three (3) sales within the U.S. Midwest region with the invitation To Bid. All documentation will be required prior to award.	94,500	Bidder enters amount
8	Net Cost (Line 6 - Line 7)	\$ -	Total Net Cost

Operating Costs			
9	Fuel Estimated Fuel Use Rate (Gallons Per Hour) "Rated RPM Full Load" or Highest Consumption Rate Tested and Documented Bidder should supply manufacturers documentation with the invitation to Bid and will be required prior to award.	5.2	Bidder enters amount
10	Projected Number of Hours	5400	Provided by State Purchasing Bureau
11	Projected Total Gallons (Line 9 x Line 10)	0	
12	Fuel Cost-per-Gallon (Data from U.S. Energy Information Administration the week of bid release.)	\$2.214	Provided by State Purchasing Bureau
13	Total Estimated Fuel Cost (Line 11 x Line 12)	\$ -	
14	Estimated Maintenance Cost for Parts (Labor not included)		
14	Total Maintenance Cost	0	Bidder enters amount from Maintenance Cost Worksheet
15	Total Operating Cost (Fuel + Maintenance) (Line 13 + Line 14)	\$0.00	
16	Total Life-Cycle Cost (Net Cost, Line 8 + Total Operating Cost, Line 15)	\$0.00	Total Life-Cycle Cost
17	(Total Life-Cycle Cost divided by Total Hours) (Line 16/Line 3)	\$0.00	Life-Cycle Cost Per Hour

In order to be considered for a Life-Cycle Cost Award, all Bidder fields must be completed. Additional supporting documentation may be requested.

In the event equipment performance does not meet the criteria as indicated, a Vendor Performance Report may be submitted by the purchasing agency and vendor suspension may occur.

Bidder Name: Tim Rees

I hereby certify the above to be true and accurate information.

Authorized Representative: Tim Rees Date: 1-30-15
Signature

Instructions for Life-Cycle Cost Analysis - Heavy Equipment Vendor Submission Form

State Agency Data use for Calculations:

Line #1 - Projected Number of Months in Service – Provided by State Purchasing Bureau

Line #2 - Projected Number of Hours of Operation per Month – Provided by State Purchasing

Line #3 - Projected Total Number of Hours – Anticipated hours at the time of disposal provided by State Purchasing Bureau

Line #4 - Number of Maintenance Cycles Performed Per Year - Provided by State Purchasing

Line #5 - Fuel Cost-per-Gallon - (Data from U.S. Energy Information Administration the week of bid release.)

Net Cost

Line #6 - Bid price – Must match ITB (Invitation to Bid) Line 1 – Bidder enters amount

Line #7 - Projected Salvage Value – Bidder enters amount. (Using Projected Total Hours & Projected Total Months)

Salvage value will be based on documented sale price(s) of the same or comparable equipment within previous twelve (12) months. Vendor(s) should submit documentation from at least three (3) sales within the U.S. Midwest region with the Invitation To Bid. All documentation will be required prior to award.

Line #8 - Net Cost – Bid Price less the Projected Salvage Value (Line 6 - Line 7)

Operating Costs

Fuel

Line #9 - Estimated Fuel Use Rate (Gallons per Hour) "Rated RPM Full Load" or Highest Consumption Rate Tested and Documented

Bidder should supply manufacturers documentation with the Invitation to Bid and will be required prior to award.

Line #10 - Projected Number of Hours – Provided by State Purchasing Bureau

Line #11 - Projected Total Gallons is the result of the estimated fuel use rate multiplied by the projected number of hours (Line 9 x Line 10)

Line #12 - Fuel Cost-per-Gallon (Data from U.S. Energy Information Administration the week of bid release.) Provided by State Purchasing Bureau

Line #13 - Total Estimated Fuel Cost is the result of the Projected Total Gallons multiplied by the Fuel Cost per Gallon (Line 11 x Line 12)

Estimated Maintenance Cost for Parts (Labor not included)

Line #14 - Total Maintenance Cost – Bidder enters amount from Maintenance Cost Work Sheet.

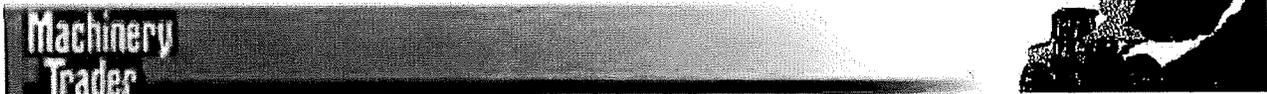
Line #15 - Total Operating Cost is the sum Total Estimated Fuel Cost plus the Total Maintenance Cost (Line 13 + Line 14)

Line #16 - Total Life-Cycle Cost is the Net Cost plus the Total Operating Cost (Line 8 + Line 15)

Line #17 - Life-Cycle Cost per Hour is the result of the Total Life-Cycle Cost divided by the Total Projected Hours (Line 16 / Line 3)

Maintenance Cost Work Sheet

Item No.	Total Maintenance Costs - Indicate parts necessary to provide maintenance for XXXX hours. (Subject to Add or Delete items for consideration)	No. of Maint. Procedures Performed During Life Cycle of Unit	Vendor Supplied "Manufacturer's Suggested Retail Price" for Parts	Total Cost
1	Change Engine oil and filter(s)	36	175.10	\$6303.60
2	Lube Chassis (grease all zerks)	36	3.50	\$126.00
3	Change Engine fuel filter(s) and sediment bowl	15	67.80	\$1017.00
4	Change Engine air filters	10	121.00	\$1210.00
5	Change Cab air filters	10	30.00	\$300.00
6	change Hydraulic oil and filters	6	300.00	\$1800.00
7	Change Transmission oil and filters <i>2 OFF</i>	6	196.00	\$1176.00
8	Change Differential oil	6	70.00	\$420.00
9	Change Rear Tandem/Final Drive oil	6	185.00	\$1110.00
10	<i>change oil only</i> Repack Front wheel bearings include new seals	6	70.00	\$420.00
11	change oil in front final drives if applicable	6		
12	Adjust Engine Valve clearance	2	66.00	\$132.00
13	Replace Engine Belt(s)	3	29.69	\$89.07
	Additional maintenance as mandated by the manufacturer for warranty compliance:			
9				
10				
11				
	Total Life Cycle Maintenance Cost (To be entered in Line 14)			\$17930.80



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	Auction Prices	Equipment For Sale Prices
Total number of listings found:	3	10
Highest price found:	US \$107,500	US \$159,000
Lowest price found:	US \$85,000	US \$109,500
Average price:	US \$94,500	US \$116,350
Average w/out High & Low:	US \$91,000	US \$114,375

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Year Model HP
 2000 140H 165-185 HP
 Weight 33,120



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2000 CAT 140H

Hours: 14,626
B/N: 22K06332
Condition: Used

Price: US \$91,000
Auction: 8/21/2014

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Wills Point, Texas
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2000 CAT 140H

PB, 14 R MB, 4ccom, A/C cab, ripper, 17.5x25
Hours: 10,678
SN: 22K05176
Condition: Used

Price: US \$86,000
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2000 CAT 140H VHP

PB, 14 R MB, A/C cab, ripper, 14.00R24
Hours: 9,437
SN: 22K06022
Condition: Used

Price: US \$107,600
Auction: 7/23/2014 - 7/24/2014

RITCHIE BROS
AUCTIONEERS
Fort Worth, Texas
Phone: (800)211-3983

[View Details](#)

Updated: 7/23/2014 3:00:00 PM

Enter search information and click the Search button below. Use the TAB key to move between fields.

Auction Results Equipment For Sale Equipment For Rent Online Auction Listings

Category: All

Select Mfr:
All
CASE
CATERPILLAR

OR Enter Manufacturer:
(Example: komatsu, or kom, or k)

To select more than one manufacturer, hold down the CTRL key while you click the names.

Model: 140H Starts With Contains Exact Match

To search for multiple models, simply enter a comma between each model number. (Ex. 644, 744)

Price From (In US \$):

Price To (In US \$):

Year From: 2000

Year To: 2000

Sale Date From: (mm/dd/yyyy)	<input type="text" value="01/08/2014"/>	Sale Date To: (mm/dd/yyyy)	<input type="text" value="12/03/2014"/>
Hours From:	<input type="text"/>	Hours To:	<input type="text"/>
Serial / Series #:	<input type="text"/>		
Capacity From:	<input type="text"/>	Capacity To:	<input type="text"/>
Horsepower From:	<input type="text"/>	Horsepower To:	<input type="text"/>
Drive:	<input type="text" value="All"/>		
Condition:	<input type="radio"/> New <input type="radio"/> Used <input type="radio"/> Salvage <input checked="" type="radio"/> Show All		
Certified:	<input type="checkbox"/>		
Company:	<input type="text"/>		
City:	<input type="text"/>		
Keyword Search:	<input type="text"/>		
Country:	<input type="text" value="All"/> USA Canada		
State:	<input type="text" value="Alabama"/> Alaska American Samoa		
	Show only listings added in the last <input type="text"/> days. (ex: 30)		
Sort Order:	<input type="text" value="Manufacturer,Model,Year,Price(Default)"/>		

To select more than one state or country, hold down the CTRL key while you click the names.

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Caterpillar Inc.

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Overland Park, KS 66221
Office: (913) 839-6476
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Nebraska Purchasing Bureau
PO Box 94847
301 Centennial Mall S, Mall Level
Lincoln, NE 68509-4847

February 6, 2015

To Whom It May Concern:

Re: "Estimated Fuel Use Rate (Gallons per hour)" for 12M3 Motor Grader

Caterpillar uses Product Link to track Motor Grader fuel consumption for the majority of our customers' machines. The Product Link devices transmit fuel consumption data daily. The maximum fuel burn provided is based on our data collected as of February 5, 2015. The fuel consumption is available for idle time, working time, and total.

12M3 Data Summary in (gal/hr.)

Top Quartile Avg. Working Fuel: 5.2

Top Quartile Avg. Total Fuel: 4.5

Avg. Working for all: 4.3

Avg. Total for all: 3.4

We believe that the Avg. Total fuel burn (3.4 gal/hr.) would be the most accurate estimate for the State of Nebraska Motor Grader application. This number is slightly less than our average number for a very large population of 12M2 Motor Graders and in line with our expectations for the 12M3.

Sincerely,

Anthony G. Swartz
Sales & Service Technical Representative
Minneapolis & Denver District

cc
Tim Rees – NMC
Encl
12M3 FleetFuel.xls



Service Information System

Previous Screen

Welcome: e330tar

Product: MOTOR GRADER

Model: 12M 3 AWD MOTOR GRADER N9B

Configuration: 12M Series 3 Motor Grader-All Wheel Drive N9B00001-UP (MACHINE) POWERED BY C9.3 Engine

Operation and Maintenance Manual

12M Series 3, 140M Series 3 and 160M Series 3 Motor Graders

Media Number -SEBU9017-02

Publication Date -2014/11/01

Date Updated -2014/11/25

105425379

Sound Information and Vibration Information

SMCS - 7000

Sound Level Information

The declared dynamic operator Sound Pressure Level (Leq) is 71 dB(A) for the 140M Series 3, 73 dB(A) for the 160M Series 3, 74 dB(A) for the 12M Series 3, and 75 dB(A) for the 12M Series 3 AWD when "ANSI/SAE J1166 FEB 2008" is used to measure the value for an enclosed cab. This value is a work cycle sound exposure level. The cab was properly installed and maintained. The test was conducted with the cab doors and the cab windows closed. The sound level may vary at different engine cooling fan speeds and during diesel particulate filter regeneration.

Hearing protection may be needed when the machine is operated with an open operator station for extended periods or in a noisy environment. Hearing protection may be needed when the machine is operated with a cab that is not properly maintained or when the doors and windows are open for extended periods or in a noisy environment.

The declared average exterior sound pressure level is 78 dB(A) for the 140M Series 3, 160M Series 3, and 12M Series 3, and 79 dB(A) for the 160M Series 3 AWD when the "SAE J88 FEB 2006 - Constant Speed Moving Test" procedure is used to measure the value for the standard machine. The measurement was conducted under the following conditions: distance of 15 m (49.2 ft) and "the machine moving forward in an intermediate gear ratio". The sound level may vary during diesel particulate filter regeneration.

The declared average exterior sound pressure level is 75 dB(A) for the 12M Series 3 and 140M Series 3 and 76 dB(A) for the 160M Series 3 when the "SAE J88 FEB 2006 - Maximum Governed Speed Test" procedure is used to measure the value for the standard machine. The measurement was

conducted under the following conditions: distance of 15 m (49.2 ft) and "the machine at maximum governed speed (high idle at no load)". The sound level may vary during diesel particulate filter regeneration.

Sound Level Information for Machines in European Union Countries and in Countries that Adopt the "European Union Directives"

Note: The information below applies only to machines that have the CE mark on the PIN plate.

The static operator sound pressure level is 70 dB(A) for the 12M Series 3, 12M Series 3 AWD, 140M Series 3, 140M Series 3 AWD, 160M Series 3, and 160M Series 3 AWD when "ISO 6394:2008" is used to measure the value for an enclosed cab. The measurement was conducted with the cab doors and the cab windows closed. The cab was properly installed and maintained.

The dynamic operator sound pressure level is 71 dB(A) for the 12M Series 3, 12M Series 3 AWD, 140M Series 3, 140M Series 3 AWD, 160M Series 3, and 160M Series 3 AWD when "ISO 6396:2008" is used to measure the value for an enclosed cab. The measurement was conducted at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

The declared exterior sound power level is 107 dB(A) for the 12M Series 3, 107 dB(A) for the 12M Series 3 AWD, 140M Series 3, 140M Series 3 AWD, and 160M Series 3 and 108 dB(A) for the 160M Series 3 AWD when the value is measured according to the dynamic test procedure and the conditions that are specified in "ISO 6395:2008". The measurement was conducted for a European CE marked machine at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds and during diesel particulate filter regeneration.

"The European Union Physical Agents (Vibration) Directive 2002/44/EC"

Vibration Data for Motor Graders

Information Concerning Hand/Arm Vibration Level

When the machine is operated according to the intended use, the hand/arm vibration of this machine is below 2.5 m/s².

Information Concerning Whole Body Vibration Level

This section provides vibration data and a method for estimating the vibration level for motor graders.

The expected vibration levels can be estimated with the information in Table 1 in order to calculate the daily vibration exposure. A simple evaluation of the machine application can be used. For typical

operating conditions, use the average vibration levels as the estimated level. With an experienced operator and smooth terrain, subtract the Scenario Factors from the average vibration level in order to obtain the estimated vibration level. For aggressive operations and severe terrain, add the Scenario Factors to the average vibration level in order to obtain the estimated vibration level.

Table 1

"ISO Reference Table A - Equivalent vibration levels of whole body vibration emission for earthmoving equipment."							
Machine Type	Typical Operating Activity	Vibration Levels (m/s ²)			Scenario Factors (m/s ²)		
		X axis	Y axis	Z axis	X axis	Y axis	Z axis
Motor Graders	finish grading	0,41	0,48	0,38	0,22	0,26	0,14
	hard grading	0,61	0,64	0,78	0,21	0,21	0,30
	transfer	0,39	0,36	0,58	0,25	0,25	0,34

Note: Refer to "ISO/TR 25398 Mechanical Vibration - Guideline for the assessment of exposure to whole body vibration of ride on operated earthmoving machines" for more information about vibration.

Guidelines for Reducing Vibration Levels on Earthmoving Equipment

Vibration levels are influenced by many different parameters, such as: operator training, operator behavior, operator mode and stress, job site organization, job site preparation, job site environment, job site weather, job site material, machine type, quality of the seat, quality of the suspension system, attachments and condition of the equipment.

Properly adjust machines. Properly maintain machines. Operate machines smoothly. Maintain the conditions of the terrain. The following guidelines can help reduce the whole body vibration level:

1. Use the right type and size of machine, equipment, and attachments.
2. Maintain machines according to the manufacturers recommendations: tire pressures and brake and steering systems, controls, hydraulic system, and linkages.
3. Keep the terrain in good condition by performing the following items: remove any large rocks or obstacles, fill any ditches and holes and provide machines and schedule time in order to maintain the conditions of the terrain.

4. Keep the seat maintained and adjusted by doing the following: adjust the seat and suspension for the weight and the size of the operator and inspect and maintain the seat suspension and adjustment mechanisms.
5. Perform the following operations smoothly: steer, brake, accelerate and shift the gears.
6. Move the attachments smoothly.
7. Adjust the machine speed and the route in order to minimize the vibration level by doing the following: drive around obstacles and rough terrain and slow down when necessary to go over rough terrain.
8. Minimize vibrations for a long work cycle or a long travel distance by doing the following: use machines that are equipped with suspension systems, if no ride control system is available, reduce speed in order to prevent bounce and haul the machines between workplaces.
9. Less operator comfort may be caused by other risk factors. The following guidelines can be effective in order to provide better operator comfort: adjust the seat and adjust the controls in order to achieve good posture, adjust the mirrors in order to minimize twisted posture, provide breaks in order to reduce long periods of sitting, avoid jumping from the cab, minimize repeated handling of loads and lifting of loads and minimize any shocks and impacts during sports and leisure activities.

Consult your local Cat dealer for more information about machine features that minimize vibration levels. Consult your local Cat dealer about safe machine operation.

Use the following web site in order to find your local dealer:

Caterpillar, Inc.
www.cat.com

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Wed Jan 28 10:20:40 CST 2015

e330tar

Pete Ricketts, Governor

ADDENDUM THREE

Date: January 28, 2015
To: All Bidders
From: Annette Walton, Buyer
State Purchasing Bureau
RE: Addendum for ITB Number 4883 OF
to be opened February 06, 2015 at 2:00 p.m.

This Addendum revises Attachment One, Life Cycle Cost Analysis, of Invitation to Bid 4883 OF, Motor Grader and Accessories (see attached).

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

Life-Cycle Cost Analysis - Invitation to Bid # 4883 OF
Item Description - Motor Grader and Accessories

State Agency Data Use for Calculations		
1	Projected Number of Months in Service:	180 Provided by State Purchasing Bureau
2	Projected Number of Hours of Operation per Month	30 Provided by State Purchasing Bureau
3	Projected Total Number of Hours	5,400 Provided by State Purchasing Bureau
4	Number of Maintenance Cycles Performed Per Year	2 Provided by State Purchasing Bureau
5	Fuel Cost-per-Gallon: (Data from U.S. Energy Information Administration the week of bid release.)	\$2.214 Provided by State Purchasing Bureau

Net Cost		
6	Bid Price (Listed on ITB Line # 1)	Bidder enters amount
7	Projected Salvage Value (Using Projected Total Hours & Projected Total Months) Salvage value will be based on documented sale price(s) of the same or comparable equipment within previous twelve (12) months. Vendor(s) should submit documentation from at least three (3) sales within the U.S. Midwest region with the Invitation To Bid. All documentation will be required prior to award.	Bidder enters amount
8	Net Cost (Line 6 - Line 7)	\$ - Total Net Cost

Operating Costs		
9	Fuel Estimated Fuel Use Rate (Gallons Per Hour) "Rated RPM Full Load" or Highest Consumption Rate Tested and Documented Bidder should supply manufacturers documentation with the Invitation to Bid and will be required prior to award.	Bidder enters amount
10	Projected Number of Hours	5400 Provided by State Purchasing Bureau
11	Projected Total Gallons (Line 9 x Line 10)	0
12	Fuel Cost-per-Gallon (Data from U.S. Energy Information Administration the week of bid release.)	\$2.214 Provided by State Purchasing Bureau
13	Total Estimated Fuel Cost (Line 11 x Line 12)	\$ -
14	Estimated Maintenance Cost for Parts (Labor not included)	Bidder enters amount from Maintenance Cost Work Sheet
15	Total Operating Cost (Fuel + Maintenance) (Line 13 + Line 14)	\$0.00

16	Total Life-Cycle Cost (Net Cost, Line 8 + Total Operating Cost, Line 15)	\$0.00	Total Life-Cycle Cost
17	(Total Life-Cycle Cost divided by Total Hours) (Line 16/Line 3)	\$0.00	Life-Cycle Cost Per Hour

In order to be considered for a Life-Cycle Cost Award, all Bidder fields must be completed. Additional supporting documentation may be requested.

In the event equipment performance does not meet the criteria as indicated, a Vendor Performance Report may be submitted by the purchasing agency and vendor suspension may occur.

Bidder Name: _____

I hereby certify the above to be true and accurate information.

Authorized Representative: _____ Date: _____

Signature

Instructions for Life-Cycle Cost Analysis - Heavy Equipment Vendor Submission Form

State Agency Data use for Calculations:

Line #1 - Projected Number of Months in Service – Provided by State Purchasing Bureau

Line #2 - Projected Number of Hours of Operation per Month – Provided by State Purchasing

Line #3 - Projected Total Number of Hours – Anticipated hours at the time of disposal provided by State Purchasing Bureau

Line #4 - Number of Maintenance Cycles Performed Per Year - Provided by State Purchasing

Line #5 - Fuel Cost-per-Gallon - (Data from U.S. Energy Information Administration the week of bid release.)

Net Cost

Line #6 - Bid price – Must match ITB (Invitation to Bid) Line 1 – Bidder enters amount

Line #7 - Projected Salvage Value – Bidder enters amount. (Using Projected Total Hours & Projected Total Months)

Salvage value will be based on documented sale price(s) of the same or comparable equipment within previous twelve (12) months. Vendor(s) should submit documentation from at least three (3) sales within the U.S. Midwest region with the Invitation To Bid. All documentation will be required prior to award.

Line #8 - Net Cost – Bid Price less the Projected Salvage Value (Line 6 - Line 7)

Operating Costs

Fuel

Line #9 - Estimated Fuel Use Rate (Gallons per Hour) "Rated RPM Full Load" or Highest Consumption Rate Tested and Documented

Bidder should supply manufacturers documentation with the Invitation to Bid and will be required prior to award.

Line #10 - Projected Number of Hours – Provided by State Purchasing Bureau

Line #11 - Projected Total Gallons is the result of the estimated fuel use rate multiplied by the projected number of hours (Line 9 x Line 10)

Line #12 - Fuel Cost-per-Gallon (Data from U.S. Energy Information Administration the week of bid release.) Provided by State Purchasing Bureau

Line #13 - Total Estimated Fuel Cost is the result of the Projected Total Gallons multiplied by the Fuel Cost per Gallon (Line 11 x Line 12)

Estimated Maintenance Cost for Parts (Labor not included)

Line #14 - Total Maintenance Cost – Bidder enters amount from Maintenance Cost Work Sheet.

Line #15 - Total Operating Cost is the sum Total Estimated Fuel Cost plus the Total Maintenance Cost (Line 13 + Line 14)

Line #16 - Total Life-Cycle Cost is the Net Cost plus the Total Operating Cost (Line 8 + Line 15)

Line #17 - Life-Cycle Cost per Hour is the result of the Total Life-Cycle Cost divided by the Total Projected Hours (Line 16 / Line 3)

Maintenance Cost Work Sheet

Item No.	Total Maintenance Costs - Indicate parts necessary to provide maintenance for XXXX hours. (Subject to Add or Delete items for consideration)	No. of Maint. Procedures Performed During Life Cycle of Unit	Vendor Supplied "Manufacturer's Suggested Retail Price" for Parts	Total Cost
1	Change Engine oil and filter(s)	36		\$ -
2	Lube Chassis (grease all zerks)	36		\$ -
3	Change Engine fuel filter(s) and sediment bowl	15		\$ -
4	Change Engine air filters	10		\$ -
5	Change Cab air filters	10		\$ -
6	change Hydraulic oil and filters	6		\$ -
7	Change Transmission oil and filters	6		\$ -
8	Change Differential oil	6		\$ -
9	Change Rear Tandem/Final Drive oil	6		\$ -
10	Repack Front wheel bearings include new seals	6		\$ -
11	change oil in front final drives if applicable	6		\$ -
12	Adjust Engine Valve clearance	2		\$ -
13	Replace Engine Belt(s)	3		\$ -
	Additional maintenance as mandated by the manufacturer for warranty compliance:			
9				
10				
11				
	Total Life Cycle Maintenance Cost (To be entered in Line 14)			\$ -

Pete Ricketts, Governor

ADDENDUM TWO, QUESTIONS and ANSWERS

Date: January 26, 2015
 To: All Bidders
 From: Annette Walton, Buyer
 State Purchasing Bureau
 RE: Addendum for Invitation to Bid Number 4883 OF Rebid
 to be opened February 06, 2015 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

QUESTIONS	ANSWERS
<p>1. on Page 4 of 5 of the Invitation to Bid, Item 19, Grade Control Package (please state what is furnished), What is this pertaining to? I do not see in the specifications that Grade Control Packages are discussed or have any specifications?</p>	<p>This is asking if the machine is capable of automated cross slope included in the grade control package with the ability to add other manufactures grade control systems.</p>
<p>2. 4. Gauges B. Engine Oil Pressure Question Oil pressure is displayed on our Monitoring System in the dash is that acceptable.</p>	<p>Yes, this is acceptable.</p>

Pete Ricketts, Governor

QUESTIONS	ANSWERS
<p>3. Life Cycle Cost Analysis Work Sheet Line 7 Projected Salvage Value Comment, this line has the most influence in the formula for the low bid. Question, Are these prices to be comparable models that are 180 months old that are "currently for sale" or "recent auction results sold units"</p>	<p>Please use "recent auction results sold units".</p>
<p>4. Question, Should this price be the average of at least 3 machines.</p>	<p>Yes. Please also include the documentation to show the prices from which the average was derived.</p>
<p>5. Question, After the salvage price is established should 180 months of inflation be added to the price to reflect the salvage price 180 months from the date of the bid?</p>	<p>No.</p>
<p>6. Question, If inflation is allowed should the US governmental CPI calculator index be used or some other source?</p>	<p>See answer to Question #5.</p>
<p>7. Question, Is Machinery Trader or Richey Bros Auctions an approved source.</p>	<p>Either is acceptable.</p>

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

Pete Ricketts, Governor

ADDENDUM ONE

Date: January 9, 2015
To: All Bidders
From: Annette Walton, Buyer
State Purchasing Bureau
RE: Addendum for ITB Number 4883 OF
to be opened February 06, 2015 at 2:00 p.m.

This Addendum revises the Specifications of Invitation to Bid 4883 OF, Motor Grader and Accessories, to include Section 3 "Engine" (see attached).

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

**STATE OF NEBRASKA - Commodity Contract
DEPARTMENT OF ROADS**

**Terms and Conditions for MOTOR GRADER &
ATTACHMENTS 4883 OF**

C02-14

EAMS-C02

SCOPE

It is the intent of this bid to establish a contract to supply and deliver **Motor Grader & Attachments** to the State of Nebraska as per the attached specifications and terms and conditions for a one (1) year period beginning from date of contract award with the option to renew for four (4) additional one (1) year periods when mutually agreeable with the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

ALL EQUIPMENT BID FOR THIS **MOTOR GRADER & ATTACHMENTS INVITATION TO BID** SHALL BE OF THE LATEST CURRENT MODEL, OF PROVEN PERFORMANCE AND UNDER STANDARD PRODUCTION BY THE MANUFACTURER AND IS TO BE OF STANDARD DESIGN, COMPLETE AS REGULARLY ADVERTISED AND MARKETING INCLUDING ALL SPECIFIED ACCESSORIES, TOOLS AND SPECIAL FEATURES. All necessary parts for satisfactory operation of the equipment shall be incorporated into the **Motor Grader & Attachments** whether or not they may be specifically mentioned below.

Complete detailed specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the Invitation to Bid on the IDENTICAL equipment proposed. Literature should be complete and the latest published. ANY INFORMATION NECESSARY TO SHOW COMPLIANCE WITH THESE SPECIFICATIONS NOT GIVEN ON THE MANUFACTURER'S DESCRIPTIVE LITERATURE A/D OR ADVERTISING DATA SHEETS, SHOULD BE SUPPLIED IN WRITING ON OR ATTACHED TO THE BID DOCUMENT. The Motor Grader & Attachments must meet or exceed the following requirements.

LIFE-CYCLE COST

Life-cycle cost information will be captured in a formula to allow a comparison between the price based on acquisition costs and the price based on life cycle costs.

Vendors must provide a price based on acquisition costs according to specifications. Vendors will not be required to submit a price based on life-cycle costs. In order for a vendor submission to be considered on the basis of life cycle costs, the Bidder must supply the information requested on the Life-Cycle Cost Analysis for Heavy Equipment / Vendor Submission form provided by the State Purchasing Bureau. Life-cycle cost information considered for purposes of a bid will include only the life-cycle cost information as submitted with the bid by the Vendor. The State Purchasing Bureau will not add any additional information or stipulate to the creditability of any information provided and /or not provided in the form. If a Vendor fails to complete any of the information requested for a bid price based on life-cycle costs, the bid will be disqualified from further consideration for a contract based on life-cycle costs. The Vendor's bid based on acquisition costs will be considered if the requirements of that bid are met independently of the bid based on life-cycle costs.

Life-cycle cost comparisons will be based upon the Life-Cycle Cost per Hour, which will be calculated using information provided by the Bidders and the State as indicated in the Life Cycle Cost Analysis Form.

Life-Cycle Information Certification

The Bidder or authorized representative will be required to sign the Life-Cycle Cost Analysis – Heavy Equipment Vendor Submission form and certify that the information is true and accurate. Additionally, the Bidder is informed on the form that a Vendor Performance Report may be submitted by the purchasing agency and possible suspension may occur if the data provided proves to be inaccurate throughout the life of the equipment bid.

Contract Awards

State Purchasing Bureau may award multiple contracts meeting specification: one based on low acquisition cost and one based on life-cycle cost. If no life-cycle cost bid is submitted, the award will only be based on acquisition cost.

Contract Selection by Procuring Agency

The procuring agency may select either contract: low acquisition cost contract or the life-cycle cost contract. The procuring agency will generate a purchase order from one of the contracts and include an attachment with a statement of explanation indicating the basis for the selection signed by the Agency Director.

NON-COMPLIANCE STATEMENT

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

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).

RIGHTS

The State reserves the right to waive technicalities; reject any or all bids, wholly or in part; and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

POLITICAL SUB-DIVISIONS

Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

SECRETARY OF STATE

Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required and complete the Individual or Sole Proprietor United States Attestation Form. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

AWARD

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

ASSIGNMENT OF CONTRACT

The vendor will not assign, transfer or sub-contract any portion of this contract without the prior written consent of the State of Nebraska.

SUBSTITUTIONS

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

ESTIMATED USAGE

Quantities shown are estimated only and are not to be construed as either a minimum or maximum purchase quantity. The State of Nebraska reserves the right to increase or decrease any quantities shown. The **Motor Grader & Attachments** will be ordered on an as-needed basis with no minimum order requirements.

REVISIONS

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

AMENDMENT

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

TERMINATION

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

TAXES

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

PRICES

Price quoted shall be unit price and shall be firm for one hundred-eighty (180) days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

QUALITY

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

AUTHORIZED DEALER AND WARRANTY

To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State Purchasing Bureau within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.

WARRANTY

Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the contractor. Defective parts or those damaged in shipment must be replaced by the contractor at no charge to the State of Nebraska. The manufacturer's standard warranty shall apply and be in effect for at least one year from the date the equipment was placed in service.

ORDERS/INVOICES

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

PAYMENT

Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within 45 days of receipt of service or invoice, whichever is received later. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

BREACH OF CONTRACT

If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. The State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

USAGE REPORT

The vendor shall, upon request by the State of Nebraska, provide an annual usage report of this contract by state agencies. Information will include agency name, item, and dollar amount. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.

DELIVERY

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

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

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

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

CUSTOMER SERVICE

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

Customer Service Rep: _____

Phone Number: _____

Email Address: _____

Specifications for MOTOR GRADER & ATTACHMENTS 4883 OF

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

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

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRICE
			Price quoted shall be unit price and shall be firm for one hundred eighty (180) days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	3. ENGINE
			A. Diesel engine of variable horsepower design with minimum of 9.0 liter displacement.
			B. Minimum of 170 net HP in first gear and a minimum of 230 net HP in 8 th gear at a governed speed; not to exceed 2500 RPM. Engine performance requirement to be in accordance with SAE J1349 standard conditions.
			1. Engine to be Tier IV final.
			2. Peak engine torque to be minimum 800 lbs.
			C. Engine shall be equipped with a dual element air cleaner.
			D. Turbo II or Centri brand pre-cleaner, or an equivalent O.E.M. supplied rotary ejection style pre-cleaner is required. Brand bidding _____
			E. Full flow oil filter(s)
			F. Vertical exhaust stack with counter-balanced rain cap or elbowed exhaust.
			G. Engine cowling side panels will be required.
			H. Muffler required.
			I. A subzero starting device.
			1. Glow Plugs or other type of pre-heater for cold weather starting. Type bidding: _____
			2. KBI Dieselmatic with cartridge or equivalent with warm engine cutoff will be required if glow plugs or pre-heater are not furnished. Type bidding: _____
			3. For liquid cooled engines: A 120 volt AC coolant heater for block with sturdily-mounted male receptacle with cover that is located outside engine compartment is required
			J. Heavy duty radiator is required and shall be protected by an ethylene glycol base antifreeze to a temperature of no less than 34 degrees below zero Fahrenheit.
			K. Hydraulically driven variable speed fan with standard reversing if available from manufacturer. Clean-out access if non-reversing is not available.
			L. Environmental remote drain hoses for engine, transmission, hydraulics, differential and cooling system. Drains shall be placed in such location that drain pans can be placed directly beneath liquid stream.

NOTES/COMMENTS: _____

YES	NO	NO & PROVIDE ALTERNATIVE	4. GAUGES
			A. Engine temperature.
			B. Engine oil pressure.
			C. Ammeter or voltmeter; or alternate monitoring system with visual and audible warning. Alternate Monitoring System bidding: _____
			D. Fuel gauge required.
			E. Transmission oil temperature gauge or indicator.
			F. Hourmeter indicating the hours the engine operated; located with other gauges.
			G. Articulation indicator required. (if available from manufacturer.)
			H. Tachometer.
			I. All of the above shall be located in cab.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	5. TRANSMISSION
			A. Direct drive.
			B. Power shift transmission with a minimum of 8 speeds forward and minimum of 6 speeds in reverse.
			C. Minimum road speed will be 20 MPH.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	6. FRAME
			A. The motor grader shall be an articulated frame.
			B. Rear engine mounted type.
			C. Rear hitch or drawbar attached to frame system required.
			D. Full bottom and side guards for rear vehicle protection.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	7. WEIGHT
			A. Data sheet base operating weight of unit with 14 foot moldboard and 14.00-R24 Michelin Sno-Plus tires are to be a minimum of 36,100 pounds. Base weight is to be without scarifier, ripper or other attached options. Please state weight in comment lines below.

NOTES/COMMENTS: _____

YES	NO	NO & PROVIDE ALTERNATIVE	8. CAB
			A. To be of sound-suppressed steel construction.
			B. Shall be manufacturer's standard low profile cab.
			C. Built-in ROPS and Three inch seat belt.
			D. Weather tight and have floor mats.
			E. All windshields, door and other glass to be safety type and tinted.
			F. Windows must permit a full view of the moldboard and the road in front, rear and each side of the machine.
			G. Cab shall be equipped with:
			1. Front electric windshield wiper and washer Wiper to be intermittent with switch if available from manufacturer.
			2. Rear window wiper and washer. Wiper to be intermittent with switch if available from manufacturer.
			3. Lower front window wiper and washer. Wiper to be intermittent with switch if available from manufacturer.
			4. Door locks.
			5. Minimum 30,000 BTU heater-defroster.
			6. Air Conditioning with R 134 Refrigerant.
			7. AM/FM Radio.
			8. Seats: Deluxe,
			a. adjustable
			b. cloth
			c. air suspension
			d. highback with head restraint
			e. seat with cushion
			9. Accelerator/decelerator pedal and hand throttle required.
			10. Foot steps and handholds to the cab will be required.
			11. Rearview mirrors shall be provided and mounted both inside and outside of the cab.
			12. Adjustable control console required.
			13. Hydraulic control valves will be located outside of cab.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	9. BRAKES
			A. Power-assisted, hydraulic type brakes on all 4 tandem wheels, and one of the following required.
			1. Discs on all four tandem wheels or
			2. A foot brake control or
			3. A parking brake that is hand or foot operated on transmission or in drive line is required.

NOTES/COMMENTS: _____

YES	NO	NO & PROVIDE ALTERNATIVE	10. TIRES AND WHEELS
			A. Steel belted radial.
			B. Tires to be mounted on 10 inch rims.
			C. Tires will not have tubes if available by manufacturer; bidder must state in bid what is proposed. Please state whether tubed or tubeless:
			D. Tires to be Michelin Sno-Plus 14.00-R24 Radial Tire. Any other tire bid, requires pre-approval by Fleet management prior to bid opening.
			E. Shall be left and right leaning wheel type controlled from the cab.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	11. ELECTRICAL
			A. Grader to have a 24 volt system with a converter that must be furnished for existing Department of Roads' 12 volt mobile radios.
			1. Converter shall be a 25 amp converter with a relay for ignition switch. Please furnish information on type of converter being furnished. _____
			2. Converter must be installed per converter manufacturer's recommendations.
			B. Motor Grader to be equipped with head lights mounted near top of cab.
			C. Back-up lights, blade lights and stop/tail lights.
			D. Minimum 130 amp 24 volt alternator.
			E. Manufacturer's recommended starter.
			F. Manufacturer's recommended batteries, minimum of 2 batteries with 1,000 CCA rating each.
			G. An electronic, back-up alarm meeting OSHA requirements required.
			H. A horn is required.
			I. A 12 volt power port in the cab shall be furnished if available from manufacturer.
			J. Three switches are required for NDOR installation of strobe lights.
			1. Switches to be battery powered with either 12 or 24 volts.

			Please state supply voltage from switches. _____
			2. Factory installed switches in control panel preferred. Switches may be dealer installed in a convenient and visible location near the control panel. Strobe switches shall be located next to one another when installed.
			3. Switches shall have back drop illumination or indicator when turned on.
			K. All electrical components and wiring harnesses (i.e. blade float solenoid valves, work lights, front lift group solenoid valves, etc.) that are not enclosed within the operator's station or engine compartment shall have sealed wires and weather proof connectors. Shrink tubing placed over push on spade connectors will not be accepted.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	12. FUEL TANK
			A. A minimum 100 gallon capacity fuel tank in required. State capacity _____
			B. DEF tank to be a minimum 5 gallons.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	13. MOLDBOARD
			A. The moldboard shall be the manufacturer's 14 foot length that is ¾ inch or more in thickness with replaceable end bits.
			B. The moldboard is to be punched for AASHTO standard hole spacing, for cutting edges, and of a contour to permit the use of the 8 inch curved cutting edges.
			C. The moldboard must be power shift.
			D. Power tilt that swings out from under the frame at 90 degrees; cutting angle to the left and right.
			E. The circle and moldboard shall be provided with slack adjustment to compensate for wear.
			1. The circle to be equipped with a power side shift to permit blade to reach out left a minimum of 55 inches outside line of wheels and 72 inches right to permit picking up material from a windrow outside the line of the wheels.
			2. Moldboard tipping (pitch) will be hydraulically operated from the cab.
			3. Hydraulic valve for moldboard shall have a float position.
			4. The circle shall have a slip clutch or a hydraulic relief valve to minimize damage to circle in case of impact.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE	14. DIFFERENTIAL
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		ALTERNATIVE	
			A. Operator controlled manual or automatic lock-unlock type to be furnished.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	15. QUICK HITCH-FRONT MOUNT
			A. Grader will be equipped with hydraulically activated locking pin type quick hitch.
			B. Quick Hitch shall be Rylind Motor Grader Parallel Lift Quick Hitch, Balderson BLHQ-12 or Balderson equivalent, Henke Parallel Lift Group or equivalent requires pre-approval in writing by Fleet Management prior to bid opening. Quick hitch shall be painted to match grader manufacturer's standard color of yellow. Bidding equivalent: _____
			C. All front mounted attachments shall fit this quick hitch style.
			D. Quick hitch will have all extra valve controls mounted in cab along with the regular valve bank within easy reach of the operator. Shall have all hydraulic valves and/or control solenoids mounted under cab with main stack valve; only hydraulic lines and/or hose at front of machine. These components shall have sealed wiring with weather proof connectors.
			E. Quick Hitch lifting circuit shall be provided with operator controlled float capability and automatic hydraulic lock.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	16. NOISE LEVEL
			A. Bidder shall supply with proposal the following decibel level per SAE Standards:
			1. Under full load in operator's position with doors and windows open. _____
			2. Under full load in bystander's position at 7.5 meters from rear of unit. _____
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	17. SMV EMBLEM
			A. A slow moving vehicle emblem shall be mounted on the rear of the motor grader and displayed as required by Nebraska Statutes.
			B. Emblem mounting shall furthermore not restrict air flow for cooling purposes.

NOTES/COMMENTS: _____

YES	NO	NO & PROVIDE ALTERNATIVE	18. COLOR
			A. Motor grader standard manufacturer's yellow.
			B. V-plows and wing assemblies will be painted black. Gray or a yellow which closely matches grader manufacturer's standard yellow would also be acceptable.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	19. MANUALS
			A. Operator's manual must accompany each unit delivered.
			B. Equipment shop repair manual required for each unit delivered.
			C. Engine shop repair manual required for each unit delivered.
			D. Equipment parts manual required for each unit delivered.
			E. Engine parts manual required for each unit delivered.
			F. All manual(s) must be furnished prior to payment and be delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	20. MISCELLANEOUS
			A. The bidders will submit with their proposal a list of any special tools they will furnish with each machine.
			B. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
			C. Dealer pre-delivery service required.
			D. Prior to the awarding of, or entering into any agreement or contract, it shall be the responsibility of the manufacturer and/or the successful bidder to warrant to the State of Nebraska, in writing, that it has factory authorized dealers in the State of Nebraska who will provide warranty/service and repair work without undue delay.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	21. RADIO FREQUENCY SHIELDING – Caution!!
			A. The grader and/or installed components and equipment shall be compatible with use of NDOR mobile and/or two-way communication devices. Main communication radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply

			including low band, high band, UHF and VHF.
			B. The grader and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
			C. NDOR will conduct testing of radio/two-way when installed in chassis. NDOR will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from grader or installed components and equipment. Vendor shall be required to work with NDOR personnel to reduce interference level to a point acceptable to NDOR normal radio operating parameters. Vendors shall have 30 days to resolve RFI issue.
			D. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If NDOR and vendor cannot resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards compliance. Testing shall be done to SAE and/or ISO Standards which were current at date of bid. Should the grader and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.
			E. If after testing by NDOR and/or accredited lab, the vendor is unable or unwilling to incur the cost and correct the RFI issue to the satisfaction of NDOR, ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELED.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	22. WARRANTY
			A. Manufacturer's usual warranty shall apply, and shall be in effect for at least one year from the date the equipment was placed in service.
			B. Vendor shall be responsible for all repairs to include parts and labor during the 12 month usual warranty period.
			C. All transportation cost to and from the nearest authorized repair facility and travel time and mileage will be the responsibility of the vendor and/or manufacturer.
			D. The power train and engine shall be warranted for an additional five years. The vendor shall provide the following guarantees on this registered Motor Grader after 12 months from the date the unit was placed in service until the first of: (1) 5,000 operating hours or (2) 60 months.
			1. These guarantees are in addition to the standard 12 month warranty and do not have any effect upon the standard warranty.
			2. If the engine is not produced by the Motor Grader manufacturer, the vendor will guarantee that the engine will be repaired by a certified and registered engine warranty dealer or distributorship.
			E. The following power train components are warranted to be free from defects in workmanship and material during the extended warranty period:
			1. Engine (excluding radiator, alternator, starter, compressor and other attachments)

			2. Torque converter (if applicable), Transmission
			3. Drive shafts and Universal joints
			4. Differential
			5. Transfer gear group
			6. Drive axles
			7. Drive pumps
			8. Drive motors
			9. Pinion and bevel gear
			10. Final drive gear train (including sprockets)
			11. Computerized and electronic equipment.
			F. This warranty is limited to repair or replacement (including both parts and labor) of inspected parts determined to have been defective in material or workmanship. All extended power train warranty repairs will be performed by manufacturer's authorized service personnel. All machine transportation cost to and from the nearest authorized vendor repair facility and travel time and mileage during the extended warranty period will be the responsibility of the vendor and/or manufacturer. This warranty does not apply to normal maintenance service (such as engine tune-up) or normal replacement, service or wear items.
			G. Any oil sampling or other necessary testing needed to implement this warranty must be included in writing with this proposal. The Nebraska Department of Roads will do oil sampling if required by the manufacturer, but all materials must be furnished at no charge to the Department. A written report will be returned to Nebraska Department of Roads if sampling is required.
			H. This extended coverage is subject to the following conditions and limitations: (1) replacement parts provided are warranted for the remainder of the extended warranty period applicable to the product in which installed. (2) The machine may not be altered or modified in any manner which affects the mechanical operation as designed without written permission from the Nebraska Department of Roads.
			I. The following limitations shall be applicable to all guarantees.
			1. Parts ordered and machine repair request will occur during dealer's normal working hours.
			2. The parts and machine repair guarantees will not apply to machines which have been substantially damaged by collision, accident, flood, fire, vandalism or similar occurrence.
			3. The parts and machine repair guarantees will not apply to machines when delay results from strikes (dealer, supplier, or carrier), acts of God or other occurrences beyond vendor's reasonable control.
			J. If machine cannot be repaired within 30 days, a comparable loaner machine will be furnished to the State of Nebraska at no cost.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	23. SPECIFICATION FORM(S)
			A. Specification form(s) will be supplied by Department of Roads to the awarded contractor after a purchase order has been issued. The awarded contractor will be required to complete specification form to the fullest extent possible for each unit and must accompany each unit when delivered.
			B. If vendor does not properly complete form for each unit, a sum of \$250.00 per unit will be deducted from purchase order total.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	24. TRAINING
			A. Minimum of four hours per grader at various locations throughout Nebraska by a factory-trained representative in the operation and maintenance of grader. Training shall be done for each unit at its assigned location within the State of Nebraska. Fleet Management will contact successful bidder on schedule and places for this training.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	24. SECRETARY OF STATE REGISTRATION
			*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.
			A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	25. Bid Compliance
			A. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached.

NOTES/COMMENTS: _____

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Attachment: Right Hand Wing

SCOPE

Optional quotation is requested for equipping above motor grader with right hand wing to comply with the following: Motor graders to be delivered with right wing mounted by successful bidder on the motor grader quoted in this specification, Brand of wing proposed must be wing that is normally supplied by grader manufacturer; **BIDDER MUST STATE BRAND WITH PROPOSAL.**

YES	NO	NO & PROVIDE ALTERNATIVE	1. WING
			A. Wing to have a minimum 10 foot long cutting edge.
			B. 32 inch height at rear, minimum 8 gauge steel, and of that is properly reinforced.
			C. 24 inch height at front, minimum 8 gauge steel, and of that is properly reinforced.
			D. Cutting edge of ½ inch by 6 inches. AASHTO punched.
			E. Minimum horizontal benching height of 48 inches required.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	2. MOUNTING REQUIREMENTS
			A. Wing mast and toe of wing to be mounted approximately even with front of cab.
			B. Wing must be attached so that it can be lined up with and used in conjunction with the grader moldboard for snow removal in one pass.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	3. HYDRAULIC FUNCTIONS
			A. Wing to be fully hydraulically-operated, including front and rear adjustment; cable attached to hydraulic mechanism is acceptable.
			B. Extra valve controls mounted in motor grader cab along with the regular valve bank and within easy reach of the operator required.

			C. All lift cylinders, necessary hoses, piping and quick couplers to be supplied and properly mounted. Quick couplers are to be Bruning or Parker brand of adequate size, flush face-type for detachment of wing mast purposes at front and rear positions.
			D. Wing must have float capability.
NOTES/COMMENTS: _____			

YES	NO	NO & PROVIDE ALTERNATIVE	4. SPOTLIGHT
			A. Halogen spotlight that is fixed for wing operation is required.
			B. Light shall have a minimum 5 inch diameter lens. Rectangular shaped lens of approximately 4x6 would also be acceptable. Multiple lights of a smaller size also acceptable. State what is to be provided. _____
			C. Spotlight's light beam shall be adjustable to various areas of the moldboard from "fixed" mounting location. Wire to spotlight shall have weather proof connector.
NOTES/COMMENTS: _____			

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Attachment: V-Plow

SCOPE

Optional quotation is requested for equipping above motor grader(s) with V-plow(s) to comply with the following: V-plow will be mounted on motor grader as quoted in this specification. Brand of V-plow proposed must be V-plow that is normally supplied by grader distributor; **BIDDER MUST STATE BRAND WITH PROPOSAL.**

YES	NO	NO & PROVIDE ALTERNATIVE	1. V-PLOW
			A. V-plow to have at least 9 foot 6 inch cutting width.
			B. V-plow to be at least 6 foot (72 inches) high at tips and 4 foot (48 inches) high nose.
			C. Moldboard material to be minimum 3/16 inch thick.
			D. To be compatible with quick hitch as described in main body of specification.
NOTES/COMMENTS: _____ _____			

YES	NO	NO & PROVIDE ALTERNATIVE	2. SKID SHOES
			A. Bottom of skid shoes shall have maximum feasible amount of tungsten carbide inserts of minimum 3/16 inch thickness.
NOTES/COMMENTS: _____ _____			

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Attachment: 9 foot Straight Dozer Blade

SCOPE

Optional quotation is requested for equipping above motor grader(s) with straight dozer blade to comply with the following: Dozer blade will be mounted on motor grader as quoted in this specification. Brand of Dozer blade proposed must be Dozer blade that is normally supplied by grader distributor; **BIDDER MUST STATE BRAND WITH PROPOSAL.**

YES	NO	NO & PROVIDE ALTERNATIVE	1. DOZER BLADE
			A. To be minimum 9 foot long.
			B. Moldboard height to be approximately 36 inches.
			C. Moldboard thickness to be minimum ¼ inch.
			D. Full Box Section Construction.
			E. Cutting edges to be ¾ inch x 8 inch and bolt-on reversible with end bits.
			F. To fit quick hitch as bid in body of this specification.
NOTES/COMMENTS: _____			

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Attachment: 9 foot Angle Dozer Blade

SCOPE

Optional quotation is requested for equipping above motor grader(s) with angle dozer blade to comply with the following: Dozer blade will be mounted on motor grader as quoted in this specification. Brand of Dozer blade proposed must be Dozer blade that is normally supplied by grader distributor; **BIDDER MUST STATE BRAND WITH PROPOSAL.**

YES	NO	NO & PROVIDE ALTERNATIVE	1. DOZER BLADE
			A. To be minimum 9 foot long.
			B. Moldboard height to be approximately 33 inches.
			C. Moldboard thickness to be minimum 3/16 inch.
			D. Center hinge pin diameter to be minimum 2 inch and to be greaseable.
			E. Reversible edges with end bits.
			F. Angle: cutting edge to ground plane to be approximately 37 degrees.
			G. Moldboard angle to be controlled with hydraulic cylinders. Hydraulic cylinders shall be sized according to manufacturer's recommendations.
			H. To fit quick hitch as bid in body of this specification.
NOTES/COMMENTS: _____			

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Attachment: Scarifier

SCOPE

Optional quotation is requested for equipping above motor grader(s) with scarifier to comply with the following: Scarifier will be mounted on motor grader as quoted in this specification. Brand of Scarifier proposed must be Scarifier that is normally supplied by grader distributor; **BIDDER MUST STATE BRAND WITH PROPOSAL.**

YES	NO	NO & PROVIDE ALTERNATIVE	1. SCARIFIER
			A. Scarifier to be the "V" type with the capability of holding at least 9 shanks and shall be mounted on the front of the machine.
			B. Minimum nine shanks to be furnished with scarifier.
			C. To be compatible with quick hitch as described in main body of specification.
NOTES/COMMENTS: _____ _____			

END OF SPECIFICATIONS

Pete Ricketts, Governor

January 8, 2015

Dear Prospective Bidder:

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

ITB Number:	4883 OF
Commodity:	Motor Grader and Accessories
Opening Date:	February 6, 2015; 2:00 p.m. Central Time
Buyer:	Annette Walton

Copies of 4883 OF and all information relevant to this ITB to include addenda and/or amendments may be obtained from the State Purchasing Bureau web site at:

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

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

ITB responses must be in a sealed envelope that indicates the ITB Number and Opening Date. Sealed responses must be received in the State Purchasing Bureau on or before February 6, 2015; 2:00 p.m. Central Time, at which time responses will be publicly opened. ITB response must be sent to:

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

OR

State Purchasing Bureau
PO Box 94847
Lincoln, NE 68509-4847

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

Sincerely,



Annette Walton, Buyer
State Purchasing Bureau

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	1/8/15	Page	1 of 5
Solicitation Number	4883 OF		
Opening Date and Time	02/06/15	2:00 pm	
Buyer	ANNETTE WALTON (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 Motor Grader and Accessories to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____% _____ DAYS

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

Sign _____

Enter Contact Information Below

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

VENDOR# _____
VENDOR: _____
Address: _____

Contact _____
Telephone _____
Facsimile _____
Email _____

State of Nebraska - INVITATION TO BID CONTRACT

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

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Buyer	ANNETTE WALTON (AS)		

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

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

These documents constitute the entirety of the contract.

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

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

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

It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response. State Statute §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

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

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

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

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

(b) 01/07/15)

State of Nebraska - INVITATION TO BID CONTRACT

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Lincoln, Nebraska 68508
OR
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Fax: 402-471-2089

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Solicitation Number	4883 OF		
Opening Date and Time	02/06/15	2:00 pm	
Buyer	ANNETTE WALTON (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
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A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

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

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

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

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

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

No facsimile or email solicitation responses will be accepted.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	REAR WHEEL DRIVE MOTOR GRADER MAKE: _____ MODEL: _____	3.0000	EA	_____	_____
2	DEDUCT FOR NO EQUIPMENT SHOP REPAIR MANUAL PER UNIT	3.0000	EA	_____	_____
3	DEDUCT FOR NO ENGINE SHOP REPAIR MANUAL PER UNIT	3.0000	EA	_____	_____
4	DEDUCT FOR NO EQUIPMENT PARTS MANUAL PER UNIT	3.0000	EA	_____	_____
5	DEDUCT FOR NO ENGINE PARTS MANUAL PER UNIT	3.0000	EA	_____	_____
6	DEDUCT FOR GRADER TYPE TIRES STEEL BELTED RADIALS OF 14.00R	3.0000	EA	_____	_____
7	DEDUCT SECTION 22, PARAGRAPH C ALL TRANSPORTATION COST TO	3.0000	EA	_____	_____
8	RIGHT WING ATTACHMENT	3.0000	EA	_____	_____

State of Nebraska - INVITATION TO BID CONTRACT

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Date	1/8/15	Page	4 of 5
Solicitation Number	4883 OF		
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DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
9	V-PLOW ATTACHMENT	3.0000	EA	_____	_____
10	STRAIGHT DOZER BLADE ATTACHMEN	3.0000	EA	_____	_____
11	ANGLE DOZER BLADE ATTACHMENT	3.0000	EA	_____	_____
12	SCARIFIER ATTACHMENT	3.0000	EA	_____	_____
13	SPARE TIRE WITH RIM MICHELIN SNO-PLUS AS IN BASE SPEC	3.0000	EA	_____	_____
14	AUXILIARY HYDRAULIC VALVE WITH LINES TO FRONT OF MACHINE	3.0000	EA	_____	_____
15	TALL LIGHT BARS WITH LIGHTS ON FRONT FOR USE WITH SNOW PLOW	3.0000	EA	_____	_____
16	FRONT FENDERS	3.0000	EA	_____	_____
17	REAR FENDERS	3.0000	EA	_____	_____
18	MINIMUM 60 INCH HIGH BENCHING WING IN LIEU OF RIGHT HAND WIN	3.0000	EA	_____	_____
19	GRADE CONTROL PACKAGE (PLEASE STATE WHAT IS FURNISHED)	3.0000	EA	_____	_____

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

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

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

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

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

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

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

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

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

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

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

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

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

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

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

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

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

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

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

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

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

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

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

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

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

**STATE OF NEBRASKA
STATE PURCHASING BUREAU**

SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1	Release Invitation to Bid	January 8, 2015
2	Last Day to Submit Written Questions	January 23, 2015
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/materiel/purchasing.html	January 26, 2015
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	February 6, 2015 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 4883 OF; Motor Grader & Accessories". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Annette Walton, showing the total number of pages transmitted, and clearly marked "ITB Number 4883 OF; Motor Grader & Accessories".

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

Life-Cycle Cost Analysis - Invitation to Bid # 4883 OF
Item Description - Motor Grader and Accessories

State Agency Data Use for Calculations			
1	Projected Number of Months in Service:	180	Provided by State Purchasing Bureau
2	Projected Number of Hours of Operation per Month	30	Provided by State Purchasing Bureau
3	Projected Total Number of Hours	5,400	Provided by State Purchasing Bureau
4	Number of Maintenance Cycles Performed Per Year	2	Provided by State Purchasing Bureau
5	Fuel Cost-per-Gallon: (Data from U.S. Energy Information Administration the week of bid release.)	\$2.214	Provided by State Purchasing Bureau

Net Cost			
6	Bid Price (Listed on ITB Line # 1)		Bidder enters amount
7	Projected Salvage Value (Using Projected Total Hours & Projected Total Months) Salvage value will be based on documented sale price(s) of the same or comparable equipment within previous twelve (12) months. Vendor(s) should submit documentation from at least three (3) sales within the U.S. Midwest region with the Invitation To Bid. All documentation will be required prior to award.		Bidder enters amount
8	Net Cost (Line 6 - Line 7)	\$ -	Total Net Cost

Operating Costs			
9	Fuel Estimated Fuel Use Rate (Gallons Per Hour) "Rated RPM Full Load" or Highest Consumption Rate Tested and Documented Bidder should supply manufacturers documentation with the Invitation to Bid and will be required prior to award.		Bidder enters amount
10	Projected Number of Hours	5400	Provided by State Purchasing Bureau
11	Projected Total Gallons (Line 9 x Line 10)	0	
12	Fuel Cost-per-Gallon (Data from U.S. Energy Information Administration the week of bid release.)	\$2.214	Provided by State Purchasing Bureau
13	Total Estimated Fuel Cost (Line 11 x Line 12)	\$ -	
14	Estimated Maintenance Cost for Parts (Labor not included)		Bidder enters amount from Maintenance Cost Work Sheet
15	Total Maintenance Cost		
15	Total Operating Cost (Fuel + Maintenance) (Line 13 + Line 14)	\$0.00	

16	Total Life-Cycle Cost (Net Cost, Line 8 + Total Operating Cost, Line 15)	\$0.00	Total Life-Cycle Cost
17	(Total Life-Cycle Cost divided by Total Hours) (Line 16/Line 3)	\$0.00	Life-Cycle Cost Per Hour

In order to be considered for a Life-Cycle Cost Award, all Bidder fields must be completed. Additional supporting documentation may be requested.

In the event equipment performance does not meet the criteria as indicated, a Vendor Performance Report may be submitted by the purchasing agency and vendor suspension may occur.

Bidder Name: _____

I hereby certify the above to be true and accurate information.

Authorized Representative: _____ Date: _____

Signature

