

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 6, 2015 AGENDA

Subject:	Type:	Submitted By:
PURCHASE PICKUP TRUCK - SPORTS COMPLEX	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2015 Chevrolet Silverado 4X4 One Ton Crew Cab Pickup Truck from Sid Dillon Chevrolet Buick, Wahoo, Nebraska, for an amount not to exceed \$55,738.00.

FISCAL IMPACT

The FY 15 Sports Complex Operating Budget provides \$64,000 for the proposed purchase. In addition, a new two-way radio will be purchased separately for approximately \$2,500 from the State Bid through D&D Communication. The truck dealer is unable to purchase off the state contract.

RECOMMENDATION

Approval

BACKGROUND

The truck is being purchased off the State Bid – Contract Number: 14109 OC. The truck will have a Compressed Natural Gas (CNG) system installed on it. The \$10,000 upgrade for the CNG system is refundable through a grant the City received from the Nebraska Environmental Trust (NET). The truck will also be equipped with a snow plow for winter operations. Delivery time is approximately 60-120 days.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2015 CHEVROLET SILVERADO 4X4 ONE TON CREW CAB PICKUP TRUCK FROM SID DILLON CHEVROLET BUICK, WAHOO, NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$55,738.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a pickup truck for the Soccer Complex Division is necessary, and

WHEREAS, the FY 15 Soccer Complex Operating budget provides funding for the proposed purchase, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) 2015 Chevrolet Silverado 4x4 one ton crew cab pickup truck from Sid Dillon Chevrolet Buick, Wahoo, Nebraska for an amount not to exceed \$55,738.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

402-540-7578.....direct

JOE COPY

rfullerton@siddillon.com



Whether you think you can or you can't, either way you are right

From: Brian Lukasiewicz [mailto:BLukasiewicz@cityoflavista.org]
Sent: Wednesday, December 17, 2014 2:55 PM
To: 'Ron Fullerton'
Subject: 2015 3500HD Chevrolet ext. cab 4x4 p/u with plow

Ron, we spoke today on the phone in regards to our p/u truck for our parks dept. Here are our desires for the vehicle:

- State contract #14109 ? ✓
- White extended cab with short box or long box depending on CNG underside tank availability. (we prefer the short box if the CNG tank can be mounted under the truck and not in the bed) ✓
- Gas engine with CNG conversion.....41900.00.....2 tanks where spare tire goes
- 4x4✓
- Split bench seat with fold down armrest with storage✓
- Power windows and door locks✓
- Cruise control✓
- Fog lights.....140.00
- Telescopic mirrors.....240.00
- Single rear wheels.....{850.00}
- Spray in bed liner.....475.00
- Cargo light..... 95.00
- Protective vinyl side moldings (if not standard).....350.00....dealer installed
- Floor mats✓
- Spare tire✓
- Alloy wheels.....880.00
- Snow plow prep package w/ HD alternator, battery and suspension.....450.00
- Western power angle v plow commercial grade with plow lighting and ultra mount.....5440.00
- Stainless steel nerf bars..... 275.00
- Light bar behind the cab with yellow beacon and arrow bar w/ controls and switches in the cab.....2303.00.....includes small light bar and 4 corners stobes
- Aluminum diamond plate single lid tool box with lock.....
- 2 (L) shaped bulk tanks mounted under the tool box in the pickup bed with two (dc) powered bulk fuel pumps with hoses.....2870.00 w/toolbox
- Integrated trailer brake controller✓
- Class III or IV receiver hitch with combination 2" ball and pintle slide in receiver.....150.00
- Tow package with limited slip rear differential✓
- 3500 HD Chevrolet✓

- 3.73:1 front and rear differential gears if available instead of the 4.10:1 (if possible).....100.00
- Service manuals.....395.00
- Parts manuals.....395.00 paper
- Push button 4x4 controls ✓rotary dial
- Mud flaps front and rear.....130.00 molded
- Automatic transmission with tow mode and overdrive ✓
- Full gauge package with tachometer ✓
- Power steering and brakes ✓
- Winter type (non highway, smooth) tread tires ✓
- We will need to budget \$2500.00 for our "La Vista" radio.....2500.00
- AM/FM/CD radio ✓
- Tilt steering wheel ✓
- Ron, please quote these options with individual prices as we may have to pick and choose options if we are going over our budgeted amount.

Please call or email with any questions!

58238.00 total, including the parts manual in paper form & La Vista Radio

~~- 2500.00 two-way radio~~

~~55780.00~~
Thank you,

Brian Lukasiewicz
Park Superintendent
City of La Vista
Office 402-331-8927
Cell 402-657-2789
E mail blukasiewicz@cityoflavista.org

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2015.0.5577 / Virus Database: 4235/8711 - Release Date: 12/10/14

Internal Virus Database is out of date.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2015.0.5577 / Virus Database: 4235/8711 - Release Date: 12/10/14

Internal Virus Database is out of date.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2015.0.5577 / Virus Database: 4235/8711 - Release Date: 12/10/14

Internal Virus Database is out of date.

STATE OF NEBRASKA CONTRACT AWARD

PAGE 1 of 6	ORDER DATE 10/15/14
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 3758834	

VENDOR ADDRESS:
SID DILLON WAHOO INC
DBA SID DILLON CHEVROLET BUICK
257 W A ST
WAHOO NEBRASKA 68066-2070

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
14109 OC

Secondary Award

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

2015 Production Year

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

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

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

Original/Bid Document 4778 OF
2015 or Current Production Year, ONE TON DIESEL EXTENDED CAB 4X4 4 DOOR DUAL REAR WHEELS PICKUP TRUCK as per the attached specifications, terms and conditions for the 2015 Production Year.

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

Make/Model: CHEVROLET SILVERADO 3500 HD

Delivery: 45-120 Days ARO.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

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/accountingform/statement.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.

Dianna Gilliland 10-16-14
BUYER
10-16-14
10-23-14
MATERIEL ADMINISTRATOR

R43500NIS0001 100423

STATE OF NEBRASKA CONTRACT AWARD

PAGE 2 of 8	ORDER DATE 10/15/14
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 3758634	

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
14109 OC

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.

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: Ron Fullerton

Phone: 402-540-7578

E-Mail: ron.fullerton@siddillon.com

(djo 10/15/14)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ONE TON DIESEL EXTENDED CAB CHEVROLET SILVERADO 2015 or Current Production Year One Ton Diesel Extended Cab 4x4 4 Door Dual Rear Wheels Pickup Truck	20.0000	EA	38,883.0000

GVWR: 13,025

Series, Code, Trim Level: 3500HD, CK35953, LT

Engine: 6.6L Duramax


BUYER INITIALS

RA1500PH15C001 100-123

STATE OF NEBRASKA CONTRACT AWARD

PAGE 3 of 6	ORDER DATE 10/15/14
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER:	3758834

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
14109 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Transmission No. /Gear Ratio No.: Allison 1000			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
	OPTIONS:			
2	FOG LIGHTS	20.0000	EA	1,130.0000
3	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER POWER CONTROLLED SEAT IF AVAILABLE FROM MANUFACTURER	20.0000	EA	450.0000
4	CLOTH WITH VINYL TRIM BUCKET TYPE SEATS	20.0000	EA	1,190.0000
5	RIGHT AND LEFT TELESCOPIC MIRRORS MINIMUM 6" X 8"	20.0000	EA	240.0000
6	HEAVY DUTY ALTERNATOR OPTIONAL MINIMUM 105 AMP ALTERNATOR	20.0000	EA	350.0000
	AMPS: DIESEL-DUAL 150 AMP/ GAS-220 AMP			
7	HEAVY DUTY BATTERY OPTIONAL GAS ONLY - 730 CCA	20.0000	EA	165.0000
8	NO LID ON UTILITY BODY (DEDUCT)	20.0000	EA	-600.0000
9	CARPETED FLOOR	20.0000	EA	250.0000
10	SINGLE REAR WHEELS (DEDUCT)	20.0000	EA	-850.0000
	GVWR (NOTE: FIVE WHEELS AND TIRES WILL BE REQUIRED MEETING SAME REQUIREMENTS AS DEFINED IN THE SPECIFICATIONS)			
	GVWR: 11,600			
11	SINGLE WHEEL CHASSIS WITH EIGHT FOOT UTILITY BODY (COLOR OF UTILITY BODY TO MATCH MANUFACTURER COLOR CHARTS) WHITE OR BLACK	20.0000	EA	7,650.0000
	MAKE AND MODEL: KNAPEHIDE OR PALFLEET			
12	DUAL WHEEL CHASSIS WITH	20.0000	EA	7,990.0000

DPY
BUYER INITIALS

R43500N1506091 100423

STATE OF NEBRASKA CONTRACT AWARD

PAGE 4 of 6	ORDER DATE 10/15/14
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)

VENDOR NUMBER: 3758834

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
14109 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	EIGHT FOOT UTILITY BODY (COLOR OF UTILITY BODY TO MATCH MANUFACTURER COLOR CHARTS) WHITE OR BLACK			
	MAKE AND MODEL: KNAPEHIDE OR PALFLEET			
13	COLOR YELLOW FOR SINGLE OR DUAL WHEEL CHASSIS WITH EIGHT FOOT UTILITY BODY	20.0000	EA	395.0000
14	SINGLE WHEEL CHASSIS CAB WITH NO UTILITY BOX	20.0000	EA	38,300.0000
15	DUAL WHEEL CHASSIS CAB WITH NO UTILITY BOX	20.0000	EA	39,900.0000
16	HD RUBBERIZED SPRAY IN BED LINER (LINEX, RHINO OR EQUIVALENT)	20.0000	EA	475.0000
	MANUFACTURER: LINEX OR SIMILAR			
17	CARGO LIGHT	20.0000	EA	95.0000
18	STANDARD PAINT	20.0000	EA	0.0000
19	FOR DEPARTMENT OF ROADS USE YELLOW COLOR OF CHEVROLET/GMC #WA-253A CODE (9W3)	20.0000	EA	455.0000
20	EXTRA COST PAINT	20.0000	EA	455.0000
21	ADDITIONAL REMOTE FOB FROM MANUFACTURER	20.0000	EA	120.0000
22	REARVIEW CAMERA DEALER OR FACTORY INSTALLED	20.0000	EA	1,130.0000
	LT FLEET CONVENIENCE PACK			
23	DUAL ALTERNATORS DEALER OR FACTORY INSTALLED DIESEL ONLY	20.0000	EA	350.0000
24	PROTECTIVE VINYL SIDE MOLDINGS DEALER INSTALLED IF NOT	20.0000	EA	350.0000


BUYER INITIALS

R43509HHS15C0091 106423

STATE OF NEBRASKA CONTRACT AWARD

PAGE 5 of 6	ORDER DATE 10/15/14
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 3758834	

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
14109 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	STANDARD EQUIPMENT			
25	SERVICE REPAIR MANUAL EQUIPMENT AND ENGINE	20.0000	EA	395.0000
26	PARTS MANUAL EQUIPMENT AND ENGINE	20.0000	EA	450.0000
27	CD ROM PARTS MANUAL EQUIPMENT AND ENGINE	20.0000	EA	295.0000
28	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA	20.0000	EA	400.0000

ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.


BUYER INITIALS

R41009P5CA691 100423

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 initiated 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. New 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 legibility 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.nltc.state.ne.us/standards/accessibility/>

Revised: 02/2004

State of Nebraska - INVITATION TO BID CONTRACT

Date	8/15/14	Page	1 of 6
Solicitation Number	4778 OF		
Opening Date and Time	09/05/14	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

Return to:
State Purchasing Bureau
1628 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-6500
Fax: 402-471-2089

DESTINATION OF GOODS

MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

2015 or Current Production Year ONE TON DIESEL EXTENDED CAB 4X4 4 DOOR DUAL REAR WHEELS PICKUP TRUCK
as per the attached specifications for the 2015 Production Year.

Unit bid must meet the attached specifications.

Disregard the Qty and Unit of Measure on the Invitation to Bid sheet. See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

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.

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/b403/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

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 15 - 17 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign

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

VENDOR#

375 8834

VENDOR:

Siel Dillon Chevrolet

Address:

257 West A St
Wahoo NE 68066

Enter Contact Information Below

Contact Ron Fullerton
Telephone 402-540-7578
Facsimile
Email ron.fullerton@sold Dillon.com