

# State of Nebraska - INVITATION TO BID CONTRACT

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

<b>Date</b>	2/7/14	<b>Page</b>	1 of 4
<b>Solicitation Number</b>	4633 OF		
<b>Opening Date and Time</b>	03/10/14	2:00 pm	
<b>Buyer</b>	TERESA FLEMING (AS)		

**DESTINATION OF GOODS**  
**CORRECTIONS - CORNHUSKER STATE INDSTR**  
**800 PIONEERS BLVD**  
**LINCOLN NE 68502**

\_\_\_\_\_ 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 Value Added Furniture to the State of Nebraska as per the attached specifications for a two (2) year period from date of award. The contract may be renewed for three (3) additional two (2) 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](http://das.nebraska.gov/lb403/attestation_form.pdf)>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

**BIDDER MUST COMPLETE THE FOLLOWING**

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

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

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

Enter Contact Information Below

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

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

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**LINCOLN NE 68502**

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)

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LINCOLN NE 68502

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) 02/06/14)

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

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

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

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

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

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to [matpurch.dasmat@nebraska.gov](mailto: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
1	VALUE ADDED FURNITURE

**SEE ATTACHED BID SHEET**

## 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.

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1	Release Invitation to Bid	February 07, 2014
2	Last Day to Submit Written Questions	February 20, 2014
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	February 25, 2014
4	Bid Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	March 10, 2014 2:00 p.m. Central Time

**WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 4633 OF; Value Added Furniture". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Teresa Fleming, showing the total number of pages transmitted, and clearly marked "ITB Number 4633 OF; Value Added Furniture".

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

**STATE OF NEBRASKA  
CORNHUSKER STATE INDUSTRIES**

**Terms and Conditions for  
Value Added Furniture  
4633 OF**

**SCOPE**

The State of Nebraska, Department of Correctional Services, Cornhusker State Industries (CSI), is seeking a contract(s) to provide **Value Added Furniture** for use in prison industries programs. It is anticipated that multiple contracts may be awarded from this Invitation to Bid.

The mission of Cornhusker State Industries (CSI) is to provide job-training and skills within production facilities inside Nebraska correctional facilities by producing high-commercial grade office furniture and related furniture. CSI's customer base includes state agencies, cities, and counties, educational and non-profit entities. Cornhusker State Industries must provide items of the highest caliber for this customer base, in addition to the training aspect present within their production shops. CSI must also support its published catalog items (<https://www.nebraska.gov/apps-csi/>), consider introduction of new items consistent with customer needs and maintain security concerns within production shops consistent with NE Department of Correctional Services' requirements. **CSI's needs and interests are for product lines that can be provided in kit or assembly form.**

Items bid should be in **kit form** so that prison industries can add value to product for resale. Bids must include manufacturer, model number and if bidding an alternative, the differences from the suggested item.

If additional information is needed which may include parts break-down and blueprint on each Core List item (see below for definition) proposed to be carried by CSI, bidder will provide within five (5) business days of the request.

**PERIOD OF CONTRACT**

The vendor shall supply and deliver **Value Added Furniture** as required by the State of Nebraska per the attached specifications, terms and conditions for a two (2) year period beginning from date of contract award with the option to renew for three (3) additional two (2) 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.

**CORE and NON-CORE ITEMS**

The State of Nebraska intends to enter into a contract(s) for **Value Added Furniture** for Cornhusker State Industries. The contract(s) will be for items of common use products identified in the Bid Sheet (here on out referred to as the Core Items) and additional items identified as a Non-Core Items. Non-Core Items shall be represented by a catalog or current manufacturer price list(s) which are available but not listed in the Bid Sheet.

The Core Items contains the most repetitively purchased **Value Added Furniture** items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The State will not accept substitutions on the Core items that have been awarded without prior written approval of the State Purchasing Bureau and CSI.

The Core Items identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Items based on usage.

Non-Core Items are defined as those additional items available from the vendor not listed as part of the Core Items. Prices for Non-Core Items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s). The discount percentage for the Non-Core Items shall remain firm for the duration of the contract period.

**All items not included on the Core Items shall be considered Non-Core Items.**

## **ALTERNATE/EQUIVALENT BIDS**

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

## **SECRETARY OF STATE**

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

## **NON-COMPLIANCE STATEMENT**

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to invitation to bid. Non-compliance can void your bid. It is the responsibility of the Bidders to obtain information and clarifications as provided on the Schedule of Events. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

## **AMENDMENT**

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

## **RIGHTS**

The State of Nebraska reserves the right to waive technicalities and reject any or all bids. The State of Nebraska will be the sole judge of equivalence and any decision will be final.

## **TERMINATION**

The Contract may be terminated at any time upon the mutual consent of the parties, or by either party, with or without cause, upon thirty (30) days written notice to the other party.

## **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.

## **ESTIMATED ANNUAL USAGE**

This is an open-ended contract between the vendor and the State to furnish an undetermined quantity of **Value Added Furniture** in a given period of time. The estimated annual dollar usage listed below shall not be construed to either be a minimum or a maximum. Vendor is responsible for identifying any delivery limitations that may apply. Failure of the vendor to note any special conditions or exceptions shall be deemed a waiver of any such condition or exception. The State will be the sole judge in determining the acceptability of any special condition or exception.

**Estimated annual usage is as follows:  
\$900,000.00 split between multiple vendors and contract lines**

## **DELIVERY**

Vendor will be required by the terms of the contract to deliver within thirty (30) days after receipt of order. If delays in delivery are anticipated, the vendor shall notify the ordering agency of the expected delivery date. The order may be cancelled if delivery time is unsatisfactory and the State may procure from other sources and the contractor may be held responsible for any excess cost.

All orders must be identified with the purchase order number clearly marked on each shipment. All packing slips and invoices must list the purchase order number. Unidentified shipments may be rejected.

Delivery Location:       Cornhusker State Industries  
                                  800 Pioneers Blvd.  
                                  Lincoln, NE 68502

Delivery Hours:         Deliveries are to be made between 8:00 a.m. and 2:30 p.m.  
                                  Monday through Friday exclusive of Nebraska State holidays

## **BILLING ADDRESS**

NE Department of Correctional Services  
Accounts Payable  
P.O. Box 94661  
Lincoln, NE 68509-4661  
Or via e-mail to: [dc.AccountsPayable@nebraska.gov](mailto:dc.AccountsPayable@nebraska.gov)  
Accounts Payable Contact (402) 479-5701

## **ORDERS**

Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

## **INVOICES**

An itemized invoice including the ordering agency name and individual, purchase order number, product description, unit cost, extension and total charges will be mailed to the bill to address on the purchase order. Discrepancies on invoices will be corrected to the State's satisfaction within fifteen (15) days.

## **USAGE REPORTS**

The vendor shall provide annual usage of this contract by Cornhusker State Industries. The report shall list usage by purchase order number, item quantities and dollar amount. The report shall be forwarded to Cornhusker State Industries, 800 Pioneers Blvd., Attn: Sales & Marketing, Lincoln, NE 68502, or via fax to: 402-471-1236 at the end of April each year.

Usage reports may also be requested by the State Purchasing Bureau. The reporting period may be determined (monthly, quarterly, etc.) based on need.

1. Fill rate information for core and non-core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.
2. Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold.
3. Any additional report the State Purchasing Bureau may deem necessary.

## **AWARD**

The State of Nebraska reserves the right to award item-by-item, by groups or as a total when the State may benefit by doing. Contracts may be awarded to multiple vendors.

## **AUTHORIZED DISTRIBUTOR**

To the extent required by the manufacturer, the Bidder shall be an authorized distributor. Bidder may be required to substantiate that he/she is an authorized distributor. 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.

**REFERENCES**

Bidders should list three (3) references of governmental agencies or companies to whom you provide these products and with whom you have had contracts or long-term business relationships. If references are not included with bid bidder will have five business days to provide references upon the State’s request. Failure to provide references may be grounds to reject the bid. References may be used as an award factor.

- 1. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City & State: \_\_\_\_\_  
 Contact Person & Phone Number: \_\_\_\_\_
  
- 2. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City & State: \_\_\_\_\_  
 Contact Person & Phone Number: \_\_\_\_\_
  
- 3. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City & State: \_\_\_\_\_  
 Contact Person & Phone Number: \_\_\_\_\_

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the bid, those indicated through explicitly specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects.

**CUSTOMER SERVICE**

Provide the name and phone number of the representative who will be assigned to service the State of Nebraska’s account:

Customer Service Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SALES SAMPLES**

Vendor may be required to provide sales sample(s) when introducing a new product line. The sample should be provided within ten (10) calendar days of request.

Samples are to be provided at no cost to the State and will not be returned.

**BID SAMPLES**

Samples of materials bid may be required prior to an award. Bidder will have ten (10) business days to provide the samples upon the State’s request. Samples are to be provided at no cost to the State and will not be returned. Failure to supply samples or if the samples do not meet specifications may be grounds to reject the bid.

**EVALUATION**

Samples will be evaluated to determine if they meet specification and/or are equivalent or exceed the current CSI product lines.

**PACKAGING**

Products shall be packaged to prevent damage and spoiling. Each container must be identified with the following information: purchase order number, part number and product.

Any goods that are damaged in transit shall be returned to vendor for credit and replacement at their expense.

**STATE OF NEBRASKA  
CORNHUSKER STATE INDUSTRIES**

**Specifications for Value Added Furniture  
4633 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
			<p><b>A.</b> Products must meet specifications and be of first quality, free of damage and/or defect and must be under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. A guarantee of satisfactory performance of the product, performance of the supplier, and the supplier meeting delivery dates are all considered to be integral parts of the contract resulting from this bid invitation.</p>
			<p><b>B.</b> Failure to conform to the Specifications and Terms and Conditions constitutes a breach of this contract, and the State may reject the entire order or any part thereof and may recover the expenses and/or damages of such breach. The State of Nebraska may, also at its discretion, terminate the contract immediately upon written notice to the contractor and/or pay the contractor only for such performance as has been properly completed and is of use to the State and contract for provision of the services required to complete this contract and hold the contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowable by law.</p>

**NOTES/COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRICE
			<p><b>A. CORE ITEM PURCHASES.</b> Core Items quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core Items pricing are to remain firm for one (1) year beginning from the date of the contract(s) award. Any request for increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State of Nebraska alone. 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. <b>NO</b> price increases are to be billed to any State Agencies without <b>prior</b> written approval by the State Purchasing Bureau.</p>
<p><b>NOTES/COMMENTS:</b> _____</p> <p>_____</p> <p>_____</p>			
			<p><b>B. NON-CORE ITEM PURCHASES.</b> Non-Core Items quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Percentage discount of the manufacturer's current catalog or price list shall remain fixed for the duration of the contract. During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau.</p>
			<p>1. <b>NON-CORE ITEMS PRICING.</b> Prices for Non-Core Items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period.</p>
			<p>2. Bidder must provide manufacturer's current catalog and/or price list for the Non-Core discount items being bid.</p>
			<p>3. The pricing structure, consisting of all pricing formulas and pertinent information, for all Non-Core Items must be clearly defined and documented for future auditing purposes</p>
			<p>4. The percentage discount rate for Non-Core Items will not decrease during the life of the contract.</p>

			5. A firm percentage rate for each category must be quoted. A range of percentages for any category will not be considered.
			6. Furniture is not to be made available for purchase by state agencies other than Cornhusker State Industries, Department of Correctional Services without approval from the State Purchasing Bureau and must be blocked in vendor's order system.

NOTES/COMMENTS: \_\_\_\_\_  
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YES	NO	NO & PROVIDE ALTERNATIVE	3. ADDITIONAL FEES PROHIBITED
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			A. Prices quoted for products on the Core and Non-Core Items shall be inclusive of all costs, to include but not limited to storage, processing and/or delivery throughout the State of Nebraska. Vendor cannot impose any additional service fees. Vendor shall inform the State Purchasing Bureau in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.
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NOTES/COMMENTS: \_\_\_\_\_  
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YES	NO	NO & PROVIDE ALTERNATIVE	4. MANUFACTURER PRICE REDUCTIONS
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			A. It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.
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NOTES/COMMENTS: \_\_\_\_\_  
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YES	NO	NO & PROVIDE ALTERNATIVE	5. PRICE LISTS AND CATALOGS
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			A. After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog and price list used for this Invitation to Bid for distribution to CSI and State Purchasing Bureau at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.
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NOTES/COMMENTS: \_\_\_\_\_  
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YES	NO	NO & PROVIDE ALTERNATIVE	<b>6. GENERAL</b>
			<b>A.</b> Vendor shall supply and deliver contract item(s) to CSI with no minimum quantities or dollar amounts.
			1. Special quotes may be requested on large quantities. Skid discounts will apply to orders meeting those criteria.
			2. Additional discounts may be applied on an individual order basis. Skid discounts will apply to orders meeting those criteria.
			<b>B.</b> Vendor shall provide product brochures free of charge. The type of brochures shall be determined at a later date. The vendor shall provide images of contracted items for brochures and publications. The vendor shall assist CSI in developing the layout and design of the brochures.
			<b>C.</b> Discontinued notices on product(s), color(s) and/or pattern(s) must be submitted to CSI a minimum of four (4) weeks prior to being officially discontinued.
			<b>D.</b> All components are to be shipped knocked down where applicable and delivered within 30 days after receipt of order.
			<b>E.</b> Order acknowledgements will follow all orders placed by CSI. Acknowledgements must state projected delivery date. If delivery is extended beyond the previously stated manner, then CSI must be notified of any such change to delivery date.
			<b>F.</b> Vendor shall provide on-site Sales and Marketing support and training on an ongoing basis throughout the term of this contract at no additional charge. The training shall be to the satisfaction of CSI. The training should include but not limited to upholstery, assembly production, manufacturing, sales, and seminars. Training may occur inside a prison shop.
			<b>G.</b> Vendor shall provide CSI the following added value services: CAD capabilities for designs, market support, shop drawings, and sales support.
			<b>H.</b> A copy of time studies showing anticipated learning curves for each type of product can be made available upon request.
			<b>I.</b> A Letter of Release shall be submitted for products contracted with vendor, signed by an authorized representative, stating that CSI can assemble, finish, market and sell products under CSI's name without restrictions, royalties, or licensing fees.
			<b>J.</b> Vendor shall supply warning labels for all products requiring warning labels.

**NOTES/COMMENTS:** \_\_\_\_\_

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YES	NO	NO & PROVIDE ALTERNATIVE	7. WARRANTY
			A. Warranty on kits and parts to be free from defects in material and workmanship for a minimum period of five (5) years from date of receipt. Written notice to vendor to be supplied within thirty (30) days of the appearance of such defects which vendor has the option of repairing or replacement of item as specified.
NOTES/COMMENTS: _____			
_____			

YES	NO	NO & PROVIDE ALTERNATIVE	8. CORE LIST SUBSTITUTIONS
			A. Vendor will not substitute any item that has been awarded without prior written approval of the State Purchasing Bureau and Cornhusker State Industries.
NOTES/COMMENTS: _____			
_____			

YES	NO	NO & PROVIDE ALTERNATIVE	9. SECRETARY OF STATE REGISTRATION REQUIREMENTS
			<p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p> <p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State <b>is provided</b> within bid submission documents.</p> <p>D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State <b>will be provided</b> in a timely manner upon request prior to award.</p>
NOTES/COMMENTS: _____			
_____			

YES	NO	NO & PROVIDE ALTERNATIVE	10. BID COMPLIANCE
			<p><b>A.</b> Specifications have been read and fully understood. Any exceptions have been written on the bid or attached.</p>
<p>NOTES/COMMENTS: _____</p> <p>_____</p>			

**END OF SPECIFICATION**