

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	8/12/15	Page	1 of 4
Solicitation Number	5092 OF		
Opening Date and Time	09/02/15	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 AFFADAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. " Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

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

Contract to supply and deliver License Plate Aluminum 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 two (2) 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:

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

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____% _____ DAYS

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

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

Enter Contact Information Below

VENDOR# _____
VENDOR: _____
Address: _____

Contact _____
Telephone _____
Facsimile _____
Email _____

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	8/12/15	Page	2 of 4
Solicitation Number	5092 OF		
Opening Date and Time	09/02/15	2:00 pm	
Buyer	ANNETTE WALTON (AS)		

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

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.

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,

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	8/12/15	Page	3 of 4
Solicitation Number	5092 OF		
Opening Date and Time	09/02/15	2:00 pm	
Buyer	ANNETTE WALTON (AS)		

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

the following will need to be submitted by the vendor within 10 business days of request:

- Documentation from the United States Armed Forces confirming service,
- Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- 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
- 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.

(bl 08/06/15)

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	ALUMINUM, .022"X12"W, H18-3105 COIL	5,000,000.0000	LB	_____	_____
2	ALUMINUM, .022" X7"W, H18-3105 COIL	50,000.0000	LB	_____	_____
3	FIXED FABRICATION PRICE	5,050,000.0000	LB	_____	_____

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	August 12, 2015
2	Last Day to Submit Written Questions	August 19, 2015
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/materiel/purchasing.html	August 21, 2015
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	September 2, 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 5092 OF; License Plate Aluminum". It is preferred that questions be sent via e-mail to <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 Annette Walton, showing the total number of pages transmitted, and clearly marked "ITB Number 5092 OF; License Plate Aluminum".

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

License Plate Aluminum Terms and Conditions 5092 OF

SCOPE

It is the intent of this bid invitation to establish a contract to supply **License Plate Aluminum** per the attached specifications from date of award for a period of **two (2) years** with the option to renew for two additional **(2) two-year** periods, for a total of six (6) years, when mutually agreeable to the vendor and the State of Nebraska. Any contract awarded will commence on or about December 1, 2015. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the **License Plate Aluminum** whether or not they may be specifically mentioned below.

Complete 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 bid on the IDENTICAL items 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 and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

NON-COMPLIANCE STATEMENT

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

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.

AMENDMENT

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

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.

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.

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.

TERMINATION

The 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.

PRICE

Contract pricing will consist of the following elements:

1. **Aluminum Price Per Month** will be defined as the **Fluctuating Index** = utilizing the American Metal Market (AMM) or the Platts Metals Monthly Report monthly averages for Steel and Nonferrous Prices; these monthly averages are published for the previous month. **Bidding vendor will state which index to which they subscribe and the awarded contract will be defined by only one of the listed indexes.**
2. After award of contract, Contractor will provide copy of the index pricing for the Aluminum ordered previous month by the 20th of the following month. Two copies of the index pricing will be sent. One each to:
 - a. Cornhusker State Industries (CSI), 800 Pioneers Blvd. Lincoln, NE 68502 Attn: Purchasing.
 - b. Nebraska State Purchasing Bureau (SPB) 1526 K ST. Lincoln, NE 68508 Attn: Purchasing.
3. **Fixed Contract Fabrication Price** will be defined as the amount per pound to fabricate finished aluminum coil as per specifications below and shall include all costs-to manufacture and deliver the products **less the Aluminum**. Bidder is to provide a fixed price for aluminum processing per pound for both the 7" wide aluminum and the 12" wide aluminum, to include all cleaning, chromate treatments, packaging and delivery to Cornhusker State Industries.

Fixed Contract Fabrication Price is 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.

Fixed Contract Fabrication Prices are to remain firm for the first year of the contract term.

Any request for adjustments to the Fixed Contract Fabrication Price after the initial year 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).

Price Adjustment requests shall not exceed 12 month Producer Price Index (PPI) average for the preceding 12 months , and must be documented using either the PPI for Series ID WPU591102 Metal Treatment Services: Metal Coating and Allied Services, or invoices related to coating process; whichever is lower, and shall be documented as below:

Price adjustment requests must be documented with associated changes to coating processes, which may include the provision of invoices associated with materials excluding aluminum, packaging and shipping. The State must be able to verify documentation showing that any associated price adjustment is substantiated by such invoices consistent with the percentage of change requested. 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.

No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau.

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.

4. Purchase Order Formula

Purchase orders will be created by taking the Fluctuating Index from the month prior to shipment plus (+) the Fixed Contract Fabrication Cost to equal (=) Purchase Order Price.

Example: For an order placed in March, the Fluctuating Index price from the February report is used in the Purchase Order Formula.

QUALITY

A guarantee of satisfactory performance of the **License Plate Aluminum**, performance of the supplier, and the supplier meeting delivery dates are all considered to be an integral part of the purchase contract resulting from this bid invitation. Aluminum must be of first quality, free of damage and/or defect, and be consistent through term of the contract. The successful bidder shall guarantee that the **License Plate Aluminum** furnished meets the design specifications and quality requirements of this proposal.

Bidder awarded this contract, shall for the duration of the contract, maintain a product quality equal to the sample provided by the bidder and approved by the NE Department of Correctional Services, Cornhusker State Industries prior to award. Random samples of aluminum ordered and delivered may be tested at any time during the duration of the contract. The limits shown in the specification portion include all testing tolerances provided by industry standard test methods. Samples will be evaluated through testing conducted by an independent lab to determine if samples provided meet design specifications and quality in accordance with specifications. In case of dispute, Nebraska test results shall prevail. Samples that do not meet specifications may constitute a breach of the contract. The State of Nebraska reserves the right to accept only **License Plate Aluminum** it deems to meet the specifications. Any deliveries over the duration of the contract may be rejected if the aluminum fails to meet the design specifications and quality in accordance with the specifications. The vendor will not be compensated for rejected Aluminum nor will the count toward the required quantity. Rejected aluminum shall be replaced by the supplier within thirty (30) calendar days after notification of the rejection.

SUBSTITUTIONS

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

ANNUAL USAGE

Quantities stated are estimated only and shall not be construed to be either a minimum or a maximum. Vendor is responsible for identifying any order minimums or 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 minimum, special condition or exception. **Nebraska has a six (6) year plate cycle with the bulk of the materials needed the first three (3) years of the contract.**

7" Aluminum Coil:

7" aluminum total usage from 12/1/2009 to 4/1/2015 = 12,000 pounds.

12" Aluminum Coil:

12" 80,000 to 120,000 pounds per quarter X 4 = 320,000 to 480,000 pounds annual estimated usage over the first two years of the contract.

12" aluminum total usage from 1/27/2010 to 5/19/2014 = 664,354 pounds. (see table below)

Quantity Ordered	TR. UOM	Description	Description Line 2	Entered Date
40000	LB	ALUMINUM, .022"X12"W, H18-3105	COIL	5/19/2014
40000	LB	ALUMINUM, .022"X12"W, H18-3105	COIL	5/19/2014
40000	LB	ALUMINUM, .022"X12"W, H18-3105	COIL	1/14/2014
40000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	6/4/2013
40000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	3/4/2013
120000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	10/4/2011
40683	LB	ALUMINUM, .022"X12"W, H18-3105	COIL	10/4/2011
120000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	4/14/2011
120000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	11/29/2010
120000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	7/30/2010
80000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	7/30/2010
80000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	6/3/2010
80000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	6/1/2010
8025	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	6/1/2010
40000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	4/15/2010
80000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	4/2/2010
40000	LB	ALUMINUM, COIL, H18-3105, 12"W	COIL	1/27/2010

Orders for the 12" aluminum coil will be placed in full truckload amounts; approximate increments of 40,000 pounds.

DELIVERY

Vendor will be required by the terms of the contract to deliver the initial order placed after contract is established within 60 days or less after receipt of order. All subsequent orders, after the initial order, under this contract shall be delivered 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.

The Manufacturers certified test results for each lot of material must be furnished with each shipment of product.

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 State Holidays

Billing Address

NE Department of Correctional Services
Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661
Or via e-mail to: dcs.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). Order confirmations are required upon receipt of order. 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.

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.

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.

PERFORMANCE TESTING / SAMPLES

Samples of **License Plate Aluminum**, in accordance with the specifications utilizing materials and features as bid, may be required prior to award. Samples of **License Plate Aluminum** shall be provided at no cost to the State and will not be returned to the bidder upon completion of testing conducted by the Cornhusker State Industries. Bidder shall have fifteen (15) business days to provide sample(s) upon the State's written request. Sample **License Plate Aluminum** is to be of material and construction as bid. Failure to supply samples and/or sample(s) that do not meet specifications and/or fail any of the protocols/tests as outlined below, may be grounds to reject the bid. Bids may be rejected based on the quality of samples provided. Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to:

Attn: Cornhusker State Industries
Attn: Sample for 5092 OF
800 Pioneers Blvd.
Lincoln, NE 68502

Receiving hours are between 8:00AM and 2:30 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed.

Samples will be one (1) continuous roll/strip of aluminum matching specifications bid. Sample to weigh a minimum of one hundred (100) pounds of the twelve (12") inch and fifty (50) pounds of the seven (7") inch. Samples are to be provided at no cost to the State and will not be returned. Samples shall be properly labeled with the name/address of manufacturer, lot number, alloy, gauge, strength and any other characteristics that benefit testing and analysis. All samples must be delivered according to full specifications.

REFERENCES

The State of Nebraska reserves the right to check any reference(s) regardless of 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 contracts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects.

List the name, addresses, and the telephone numbers of three companies/businesses that we may contact who are currently using the same equipment being bid for the same application.

1. _____

2. _____

3. _____

CUSTOMER SERVICE

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

Customer Service Representative: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

License Plate Aluminum Specifications and Bidder Instructions 5092 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. UNPAINTED LICENSE PLATE ALUMINUM, 12”
			1. Conversion coated aluminum substrate material suitable in the manufacture of reflectorized multi-year (6 year) motor vehicle license plates.
			2. Chrome-free.
			3. Spool dimensions size: sixteen (16”) inches Inside Diameter (ID), with a forty-five (45”) inch Outside Diameter (OD) minimum and a sixty (60”) inch OD maximum.
			4. Alloy: 3105 H18
			5. Width: 12” aluminum, -0 + 1/16”
			6. Thickness: .022 ± .0015”
			7. Tensile Strength: 30,000 to 35,000 PSI
			8. Yield Strength: minimum 25,000 PSI
			9. Coating: both sides to be treated with a light, tightly adherent, chrome-free conversion coating that has been approved by the state’s current Reflective Sheeting supplier. (3M) Henkel chrome-free Bonderite 1455 SF. The coating to be applied in conformance with specifications outlined in ASTM Designation B-449-93, class 2 or as revised http://www.astm.org/Standards/B449.htm . The surface should be free of any powdery residue, oil or other foreign material, which may affect the adhesion of the reflective sheeting.
			10. Coating Weight: 10 to 35 mg/ft ² with a median of 25 mg/ft ² as the optimum.

			11. Quality: Must withstand blanking by steel die.
			12. Product must be approved for usage with 3M 9250T sheeting / or latest revision http://multimedia.3m.com/mws/media/3713460/pb-9250e-9250t-3mtm-digital-license-plate-sheeting.pdf?fn=25458-TSS_DLP_Refl_Lic_Plt_Sheet
			13. Roll Weight: minimum of 2000 lbs. to a maximum of 2,300 lbs.
Description (as applicable)			
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. UNPAINTED LICENSE PLATE ALUMINUM, 7"
			1. Conversion coated aluminum substrate material suitable in the manufacture of reflectorized multi-year (6 year) motor vehicle license plates.
			2. Chrome-free.
			3. Spool dimensions size: sixteen (16") ID, with a forty-five (45") inch OD minimum and a sixty (60") inch OD maximum.
			4. Alloy: 3105 H18
			5. Width: 7" aluminum, -0 + 1/16"
			6. Thickness: .022 ± .0015"
			7. Tensile Strength: 30,000 to 35,000 PSI
			8. Yield Strength: minimum 25,000 PSI
			9. Coating: both sides to be treated with a light, tightly adherent, chrome-free conversion coating that has been approved by the state's current Reflective Sheeting supplier. (3M) Henkel chrome-free Bonderite 1455 SF. http://www.henkelna.com/faceted-search-17046.htm?countryCode=us&language=en&BU=industrial&redDotUID=0000000INS . The coating to be applied in conformance with specifications outlined in ASTM Designation B-449-93, class 2 or as revised. http://www.astm.org/Standards/B449.htm . The surface should be free of any powdery residue, oil or other foreign material, which may affect the adhesion of the reflective sheeting.

			10. Coating Weight: 10 to 35 mg/ft ² with a median of 25 mg/ft ² as the optimum.
			11. Quality: Must withstand blanking by steel die.
			12. Product must be approved for usage with 3M 9250T sheeting / or latest revision. http://multimedia.3m.com/mws/media/371346O/pb-9250e-9250t-3mtm-digital-license-plate-sheeting.pdf?fn=25458-TSS_DLP_Refl_Lic_Plt_Sheet
			13. Roll Weight: minimum of 1,200 lbs. to a maximum of 1,400 lbs.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. PACKAGING AND SHIPPING
			1. Coils will be wound to within minimum/maximum ID & OD parameters. Anything outside the specifications must have prior approval to deliver. See 1.3 and 2.3 above.
			2. Pallet/skids shall be packaged and wrapped to insure proper protection against environmental circumstances and damage.
			3. Pallet/skids should allow four (4") inches clearance for pallet truck off-loadings from truck-trailer to accommodate rear off-loading.
			4. Each coil shall be securely banded both around the circumference and through the eye of the coil to prevent telescoping with plastic banding sufficient to assure coil integrity.
			5. Coils shall be free of all rough, wavy or damaged edges. Coils shall be coiled straight and tight.
			6. The Manufacturers Certified Test results for each lot of material must be furnished with each shipment of product.
			7. Each pallet/skid must be identified with the following information; packing slip – legible without removing, coil identification number, alloy, gage, and width, lot number, size, gross and net weights, and purchase order number
			8. Allowable shipping weight tolerance of \pm 10%.

			9. Orders will be placed in full truckload amounts of approximately 40,000 pounds.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. PRICING, FLUCTUATING AND FIXED
			1. Bidder to state which index is used for the purposes of this bid and resulting contract. Selected Index to remain consistent for the duration of the contract period.
			a. Pricing will be determined by utilizing the American Metal Market (AMM) monthly average for steel and nonferrous prices http://www.amm.com/ . Monthly averages are published on the first Friday of the month for the previous month. This price will go into effect the first Monday after the first Friday of the month,
			OR
			b. Pricing will be determined by utilizing the Platts Metals Monthly Report average for steel and nonferrous prices http://www.platts.com/ . Monthly averages are published on the first day of the month for the previous month. This price will go into effect the first business day after the first of the month.
			2. The Fluctuating Index prices will be valid for deliveries during the entire month directly after the report is released.
			3. Prices may only be carried out to the fourth decimal place.
			4. Fixed Contract Fabrication Cost to remain in place for the first (1) year of the contract.
			5. Two copies of the Fluctuating Index used for pricing will be provided each month to CSI and SPB, and will be included with each shipment to verify current aluminum price being billed.

NOTES/COMMENTS:

YES		NO & PROVIDE ALTERNATIVE	SECRETARY OF STATE REGISTRATION REQUIREMENTS *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>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <ol style="list-style-type: none"> 1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <ol style="list-style-type: none"> 2. If the Bidder 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 Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

			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	6. BID COMPLIANCE
			a. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached.
NOTES/COMMENTS:			