

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

January 3, 2019

Dear Prospective Vendor:

The State of Nebraska Purchasing Bureau is issuing the following solicitation:

Solicitation Number: 5984 OF
Commodity: Upholstery Fabric
Opening Date: February 5, 2019, 2:00 p.m. Central Time
Buyer: Rene Botts

Copies of 5984 OF and all information relevant to this solicitation to include addenda and/or amendments may be obtained from the State Purchasing Bureau web site at:

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

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

Solicitation responses must be in a sealed envelope that indicates the Solicitation Number and Opening Date. Sealed responses must be received in the State Purchasing Bureau on or before the date and time indicated in the Schedule of Events, at which time responses will be publicly opened. Solicitation responses should be sent to:

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

Any problems accessing the website regarding the above solicitation should be e-mailed to the State Purchasing Bureau at as.materielpurchasing@nebraska.gov.

Sincerely,



Rene Botts, Buyer
State Purchasing Bureau

David Zwart - Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

das.nebraska.org

State of Nebraska - INVITATION TO BID CONTRACT

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

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

Date	01/3/19	Page	1 of 9
Solicitation Number	5984 OF		
Opening Date and Time	02/05/19	2:00 pm	
Buyer	RENE BOTTS (AS)		

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

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 UPHOLSTERY FABRIC 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 one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(vc 12/3/18)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	PANEL FABRIC MOMENTUM GROUP MEANDER LINE	100.0000	YD	<u>\$12.00</u>	<u>\$1,200.00</u>

Sandshell, Overcast, Agate Taupe, Nightshadow

OR

Alternate Brand and Fabric Line offered: _____

List of item numbers/colors attached: yes no (circle one)

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 5 % 5 DAYS

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

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

Enter Contact Information Below

VENDOR# _____
VENDOR: Momentum Textiles, LLC
Address: 17811 Fitch
Irvine, CA 92614

Contact Karen Wehner
Telephone 800-366-6839 ext 8911
Facsimile 949-833-9233
Email kwehner@mantex.com

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	MOMENTUM GROUP UNIVERSE LINE Crème Brulee, Whitecap, Wheat, Seneca, Milkyway, Mica, Cosmic, Depth	100.0000	YD	<u>\$12.00</u>	<u>\$1,200.00</u>
	OR				
	Alternate Fabric Brand and Line offered: _____				
	List of item numbers/colors attached: yes no (circle one)				
	SEATING FABRIC				
3	MAYER FABRICS MOONSCAPE LINE 333-014 Cobalt, 333-000 Bark, 333-003 Cilantro, 333-009 Cinnamon, 333-016 Pewter, 333-013 Mallard, 333-001 Flame, 333-006 Ebony, 333-004 Indigo, 333-011 Ruby.	300.0000	YD	_____	_____
	OR				
	Alternate Fabric Line offered: _____				
	List of item numbers/colors attached: yes no (circle one)				
4	MAYER FABRICS FOUNDATION LINE M350-026 Graphite, M350-000 Chocolate, M350-001 Wine, M350-002 Cornsilk, M350-003 Sherwood, M350-004 Sapphire, M350-005 Concord, M350-006 Ebony, M350-007 Sandstone, M350-008 Merlot, M350-009 Cayenne, M350-010 Taupe, M350-011 Flame, M350-012 Sunflower, M350-013 Hunter, M350-014 Navy, M350-015 Deep Purple, M350-016 Mercury, M350-014 Jodhpurs, M350-018 Magenta, M350-019 Terra Cotta, M350-023 Apple Green, M350-024 Blue Mist, M350-028 Purple Haze, M350-029 Cinnabar, M350-033 Cactus, M350-034 Parade Blue, M350-043 Peacock, M350-044 Capri, M350-053 Aegean, M3519 Olive Green, M3523 Kelly, M3523 Magenta, M3502 Mango, M3504 Lilac, M3508 Seafoam	200.0000	YD	_____	_____
	OR				
	Alternate Fabric Brand and Line offered: _____				
	List of item numbers/colors attached: yes no (circle one)				
	CF STINSON BRAND				
5	CF STINSON BRYANT PARK LINE 6554 Dusk, 6555 Pumice, 6560 Gunmetal, 6551 Marigold, 6556 Curry, 6561 Crocodile, 6552 Medoc, 6557	50.0000	YD	_____	_____

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Raspberry, 6562 Violet, 6553 Nile, 6558 Saxon Blue, 6563 Night Shadow, 6559 Hemlock, 6564 Chocolate				
	OR				
	Alternate Fabric Brand and Line offered: _____				
	List of item numbers/colors attached: yes no (circle one)				
6	CF STINSON CORE LINE CRE16 Neptune, CRE55 Bucksuede, CRE74 Regal Blue, CRE65 Allspice, CRE22 Beige, CRE47 Berry, CRE71 Black, CRE62 Black Plum, CRE61 Blueberry, CRE31 Bluejay, CRE73 Burgandy, CRE13 Cadet, CRE44 Camelback, CRE52 Candy Apple, CRE69 Chocolate, CRE41 Coal, CRE45 Coffee Cream, CRE21 Colonial Blue, CRE67 Cordovan, CRE63 Deep Clay, CRE34 Emerald, CRE70 Fudge, CRE57 Grape, CRE14 Gray, CRE18 Green Tea, CRE35 Harbour, CRE20 Horizon Blue, CRE38 Hunter Green, CRE24 Jade, CRE15 Light Teal, CRE12 Lite Gray, CRE58 Manzanita, CRE26 Marina, CRE66 Midnight Blue, CRE54 Nasturtium, CRE27 Natural, CRE36 Navy, CRE68 New Burgandy, CRE56 New Purple, CRE60 Outback, CRE53 Persimmon, CRE64 Port, CRE32 Pumice, CRE51 Purple Iris, CRE30 Raintree, CRE40 Royal Blue, CRE50 Saddle Tan, CRE19 Sea Grass, CRE23 Seafoam, CRE10 Slate, CRE11 Snow White, CRE39 Spruce, CRE37 Tea Leaf, CRE48 Tomato, CRE29 Vizcaya Palm, CRE17 White, CRE46 Wood Violet, CRE72 Otter, CRE33 Everglade, CRE25 Blue Nile, CRE42 Very Berry, CRE59 Red Cent, CRE28 Leap Frog, CRE43 American Beauty, CRE49 Marigold, CRE75 Magenta, CRE76 Wheat, CRE77 Reflection, CRE78 Dream, CRE79 Aqua, CRE80 Gris, CRE81 Cerulean, CRE82 Grass	500.0000	YD		
	OR				
	Alternate Fabric Brand and Line offered: _____				
	List of item numbers/colors attached: yes no (circle one)				
7	CF STINSON CASSIDY LINE CAS05 Cactus, CAS04 Edamame, CAS08 Umber, CAS41 Evergreen, CAS40 Jungle, CAS38 Deep Sea, CAS37 Pacific, CAS36 Atlantic, CAS35 Black Raspberry, CAS33 Carmine, CAS15 Yobi, CAS14 Fire, CAS10 Mars, CAS01 Loam, CAS17 Denim, CAS13 Hickory, CAS27 Stainless, CAS25 Pelican, CAS22 Wisp, CAS24 Desert, CAS11 Penny Loafer, CAS31 Brownstone, CAS26 Ash, CAS28 Forest Floor, CAS29 Bisque, CAS06 Cattail, CAS30 Tumbleweed, CAS12 Morocco, CAS42 Ebony, CAS56 Sour Apple, CAS57 Russet, CAS55 Leek, CAS54 Mirage, CAS53 Marlin, CAS52 Peacock, CAS51 Parrot, CAS50 Quarry, CAS49 Orchid, CAS47 Butterscotch, CAS46 Dandelion, CAS45 Champagne, CAS44 Snowcap, CAS43 Seashell, CAS48 Lady Bug, CAS80 Stucco, CAS61 Cashmere, CAS62 Nomad, CAS64 Argent, CAS65 Cove, CAS66 Armor, CAS67 Greige, CAS68 Safari, CAS69 Armada, CAS70 Coyote, CAS71 Cadet, CAS77 Maize, CAS78 Pumpkin, CAS79 Teal, CAS80 Chive, CAS81 Aquarius, CAS82 Hosta, CAS83 Garnet, CAS84 Harbor, CAS85 Belfast	50.0000	YD		
	OR				
	Alternate Fabric Brand and Line offered: _____				

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800 PIONEERS BLVD
LINCOLN NE 68502

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	List of item numbers/colors attached: yes no (circle one)				
8	CF STINSON BRILLIANT LINE 64190 Sandbar, 64191 Glow, 64192 Clearwater, 64193 Iron, 64194 Parrot, 64195 Torch, 64196 Poppy, 64197 Lakeshore, 64198 Sapphire, 64199 Firecracker, 64200 Razzle, 64201 Joe, 64202 Ink, 64203 Noir	50.0000	YD	_____	_____
	OR				
	Alternate Fabric Brand and Line offered: _____				
	List of item numbers/colors attached: yes no (circle one)				
9	CF STINSON DART LINE 63644 Ruby, 63645 Bamboo, 63646 Fog, 63647 Vermillion, 63648 Herb, 63649 Sapphire, 63650 Carob, 63651 Evergreen, 63652 Abyss, 63653 Peat	50.0000	YD	_____	_____
	OR				
	Alternate Fabric Brand and Line offered: _____				
	List of item numbers/colors attached: yes no (circle one)				
10	CF STINSON FAST LANE LINE 63955 Linen, 63956 Gold, 63957 Firecracker, 63958 Mushroom, 63959 Electric Blue, 63960 Cherrywood, 63961 Anthracite, 63962 Deep Plum, 63963 Chocolate	50.0000	YD	_____	_____
	OR				
	Alternate Fabric Brand and Line offered: _____				
	List of item numbers/colors attached: yes no (circle one)				
11	CF STINSON FURROWS LINE 64055 Ignite, 64056 Burnished, 64057 Prairie, 64058 Parchment, 64059 Kelp, 64060 Marine, 64061 Granite, 64062 Grotto, 64063 Passion, 64064 Onyx	50.0000	YD	_____	_____
	OR				
	Alternate Fabric Brand and Line offered: _____				
	List of item numbers/colors attached: yes no (circle one)				

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
12	CF STINSON HI-FI LINE 64041 Wavelength, 64042 Stereo, 64043 Sound, 64044 Radio, 64045 Tone, 64046 Rhythm, 64047 Clarity, 64048 Volume, 64049 Harmony, 64050 Frequency, 64051 Pitch OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	50.0000	YD	_____	_____
13	CF STINSON HIVE LINE 63671 Slate, 63672 Hornet, 63673 Bumble, 63674 Water, 63675 Chili, 63677 Aegean, 63679 Violet, 63680 Honeycomb, 63681 Brick OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	50.0000	YD	_____	_____
14	CF STINSON INSIDE TRACK LINE 63625 Aruba, 63626 Ecrú, 63627 Chartreuse, 63628 Blaze, 63629 Roma, 63630 Argent, 63631 Kelly, 63632 Passion, 63633 Claret, 63634 Royal, 63635 Caper, 63636 Violet, 63637 Espresso, 63638 Ink, 63639 Demitasse, 63640 Anthracite, 63641 Jet OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	50.0000	YD	_____	_____
15	CF STINSON POLKA LINE 63761 Limelight, 63762 Champagne, 63763 Blue Moon, 63764 Very Berry, 63765 Fuse, 63766 Sable, 63767 Silhouette OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	50.0000	YD	_____	_____

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
16	CF STINSON RETROGRADE LINE 63770 Electric, 63771 Sunrise, 63773 Castlerock, 63774 Coastal, 63775 Lava, 63776 Mercury, 63777 Aquamarine, 63778 Riverside, 63779 Eclipse OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	50.0000	YD	_____	_____
17	CF STINSON RIDDLE LINE 64118 Siren, 64119 Malt, 64120 Iris, 64121 Frost, 64122 Citron, 64123 Peppercorn, 64124 Surf, 64125 Chalkboard, 64126 Black Coffee OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	50.0000	YD	_____	_____
18	CF STINSON SEQUENCE LINE 64177 Sky, 64178 Crimson, 64179 Orange, 64180 Navy, 64181 Cadet, 64182 Burgundy, 64183 Peat, 64184 Abyss OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	50.0000	YD	_____	_____
19	CF STINSON SPRINT LINE 64020 Mist, 64021 Ivory, 64022 Quarry, 64023 Turquoise, 64024 Gold, 64025 Twig, 64026 Graphite, 64027 Fern, 64028 Breeze, 64029 Blaze, 64030 Rust, 64031 Nocturne, 64032 Storm, 64033 Driftwood, 64034 Cherry, 64035 Cordovan, 64036 Blackberry, 64037 Peat, 64038 Abyss OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	50.0000	YD	_____	_____

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
20	MOMENTUM GROUP EXPO LINE Festive, Fog, Latte, Leaf, Lemon, Oasis, Raspberry, Sky, Spirit, Sprout, Tuxedo, Viola, Zest OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	300.0000	YD	<u>\$10.85</u>	<u>\$3,255.00</u> xx
21	MOMENTUM GROUP ORIGIN LINE Amethyst, Annatto, Arundel, Avalon, Basalt, Bayou, Bottle, Caraway, Eco, Eureka, Euro, Fez, Gala, Garnet, Indigo, Iron OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	1,000.0000	YD	<u>\$10.10</u>	<u>\$10,100.00</u> xx
22	MOMENTUM GROUP PERK LINE Auburn, Cabana, Cedar, Crimson, Dijon, Ebony, Flint, Patriot, Pewter, Regal, Sesame, Walnut OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	1,000.0000	YD	<u>\$10.40</u>	<u>\$10,400.00</u> xx
23	MOMENTUM GROUP FUSE LINE Azurean, Carmine, Cress, Ginger, Iris, Lunar, Malted, Morel, Pepper, Pimento, Pristine, Saffron, Walnut OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	500.0000	YD	<u>\$11.30</u>	<u>\$5,650.00</u> xx
24	MOMENTUM GROUP CORE LINE Burst, Dune, Electric, Eve, Firey, Hydra, Macro, Rubio, Seed, Shale, Spritz, Tide, Vital OR Alternate Fabric Brand and Line offered: _____ List of item numbers/colors attached: yes no (circle one)	500.0000	YD	<u>ON PHASE OUT WILL BE DISCONTINUED ON 1/1/20</u>	<u>Origin is a good alternate. See above.</u>

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	OR				
	Alternate Fabric Brand and Line offered: _____				
	List of item numbers/colors attached: yes no (circle one)				
	100% VINYL FABRIC				
25	DOUGLASS INDUSTRIES ALL SEASON	1,000.0000	YD	_____	_____
26	ARC.COM ALL SEASON	1,000.0000	YD	_____	_____
27	ALL OTHER PANEL FABRIC LINES AVAILABLE FROM CATALOG Sold by Cut Yard	1.0000	YD	<i>Momentum Textiles</i> <u>20% discount off of Net price.</u>	
	DISCOUNT FROM LIST PRICE				
28	ALL OTHER SEATING FABRIC LINES AVAILABLE FROM CATALOG DISCOUNT FROM LIST PRICE			<i>Momentum Textiles</i> <u>20% % off of Net price.</u>	
29	ALL OTHER HEALTHCARE FABRIC LINES AVAILABLE FROM CATALOG DISCOUNT FROM LIST PRICE			<i>Momentum Textiles</i> <u>20% % off of Net price.</u>	
30	ALL OTHER ^{Coated Fabrics} VINYL LINES AVAILABLE FROM CATALOG DISCOUNT FROM LIST PRICE			<i>Momentum Textiles</i> <u>20% % off of Net price.</u> <i>Excluding Silca family.</i>	
31	CUSTOMIZED FABRIC CARD FOR STOCK AND/OR NON-STOCK Standard fabrics, up to six (6) fabrics with various colors per one vendor, two-page card, printed with CSI logo, and design approved by CSI prior to production.	1.0000	C	<u>\$3.50 each</u> <i>Note: Minimum order for custom cards is \$1,500. Sample maker is an outside vendor.</i>	
	Pricing per 100 cards				
32	CUSTOMIZED FABRIC CARD FOR STOCK AND/OR NON-STOCK standard fabrics, up to six (6) fabrics with various colors per one vendor, one-page card, printed with CSI logo, and design approved by CSI prior to production.	1.0000	C	<u>\$1.75 each</u> <i>Note: Minimum order for custom cards is \$1,500. Sample maker is an outside vendor.</i>	
	Pricing per 100 cards				

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
33	CUSTOMIZED FABRIC CARD FOR STOCK AND/OR NON-STOCK standard fabrics, up to six (6) fabrics with various colors from multiple vendors, one-page card, printed with CSI logo, and design approved by CSI prior to production.	1.0000	C	<u>NO bid</u>	

Pricing per 100 cards

Is bidder capable of producing such a customized card with fabrics from multiple vendors?

_____ YES NO

Lines 31, 32 + 33
Note: should CSI choose to make its own sample cards, Momentum Textiles LLC can provide the sample yardage to make 100 cards at no charge.

INVITATION TO BID

Number 5984 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for commodity contract, ITB Number 5984 OF for the purpose of selecting a qualified Supplier to provide Upholstery Fabrics. Specifications can be found in the "Specifications, Terms and Conditions for Upholstery Fabrics" section of the ITB. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be two (2) years commencing upon the date of the award. The Contract includes the option to renew for three (3) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Supplier's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all bids or responses received regarding this ITB will be posted to the SPB website.

These postings will include the entire bid or response. Suppliers must request that proprietary information be excluded from the posting. The Supplier must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Supplier must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE SUPPLIER MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Supplier will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Supplier will be informed. It will be the Supplier's responsibility to defend the Supplier's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this ITB for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this ITB, specifically waives any copyright or other protection the contract, bid, or response to the ITB may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this ITB, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the ITB being found non-responsive and rejected.

Any entity awarded a contract or submitting a bid or response to the ITB agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the ITB, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the Supplier's (Supplier's) most favorable terms for price.

Bid/Proposal: The offer submitted by a Supplier in a response to written solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract Period: The duration of the contract.

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

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

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

CSI: Cornhusker State Industries

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Must: See Shall/Will/Must.

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

NDCS: Nebraska Department of Correctional Services

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposal: See Bid.

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

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

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

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

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

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

SPB: State Purchasing Bureau

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

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Sub Supplier: Individual or entity with whom the Supplier enters a contract to perform a portion of the work awarded to the Supplier.

Supplier: A Supplier who submits an offer bid in response to a written solicitation and/or any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

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

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

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-Suppliers or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

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

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

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

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

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

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The ITB is designed to solicit bids from qualified Suppliers who will be responsible for providing Upholstery Fabrics at a competitive and reasonable cost. A detailed description can be found in "Specifications, Terms & Conditions for Upholstery Fabrics" of the ITB.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Name: René A. Botts
 Agency: State Purchasing Bureau
 Address: 1526 K Street, Suite 130
 Lincoln, NE 68508
 Telephone: 402-471-6500
 E-Mail: as.materielpurchasing@nebraska.gov

C. COMMUNICATION WITH STATE STAFF

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

The following exceptions to these restrictions are permitted:

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

Violation of these conditions may be cause to reject a Supplier's bid and/or withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

D. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release ITB	January 3, 2019
2.	Last day to submit written questions	January 17, 2019
3.	State responds to written questions through ITB "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 22, 2019
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 5, 2019 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	TBA
6.	Evaluation period	TBA
7.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBA
8.	Contract finalization period	TBA

ACTIVITY		DATE/TIME
9.	Contract award	TBA
10.	Supplier start date	TBA

E. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 5984 OF; Upholstery Fabrics, Questions". SPB is not obligated to respond to questions that are received late per the Schedule of Events.

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

It is preferred that questions be sent via e-mail to as.materiel purchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Suppliers submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

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

F. RECYCLING (§ 81-15,159(d)(2))

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

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

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

H. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

I. SPECIFICATIONS

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

bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

J. SAMPLES

When requested, samples shall be furnished at the Supplier's expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the Supplier's name, the ITB 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 reserves the right to request samples even though this may not have been set forth in the ITB. Samples not destroyed in testing will be returned at Supplier's expense, if requested, or will be donated to a public institution.

K. BID PREPARATION COSTS

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

L. 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.

M. PRICES

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the RFP is cancelled.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

N. DEVIATIONS FROM THE INVITATION TO BID

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

O. ALTERNATE/EQUIVALENT BIDS

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

P. 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. Suppliers 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 Supplier declines to accept award on individual items; a "lump sum" bid is one in which the Supplier 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.

Q. BID REQUIREMENTS

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;

R. FAILURE TO COMPLY WITH INVITATION TO BID

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

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

S. SUBMISSION OF BIDS

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

Only one (1) original bid shall be submitted. Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Supplier Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Supplier's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

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

Sealed bids must be received in the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. No late bids will be accepted.

It is the responsibility of the Supplier 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 is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

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

T. EMAIL SUBMISSIONS

The SPB will not accept bids by email except for one-time purchases under \$50,000.00.

U. BID CORRECTIONS

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

V. LATE BIDS

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

W. BID OPENING

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

X. BID TABULATIONS

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

State reserves the right to refuse or not consider the offered materials. Suppliers shall not be allowed to alter or amend their bids.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make an award without any further discussion with the Suppliers regarding the bids received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Supplier and will not be compensated by the State.

Y. BEST AND FINAL OFFER

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

Z. REFERENCE AND CREDIT CHECKS

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

AA. REJECTION OF BIDS

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

BB. RESIDENT SUPPLIER

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

CC. AWARD

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

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

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

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

The protest procedure is available on the Internet at:

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

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

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

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

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

Price;
Location;
Quality;
Delivery time; and,
State contract management requirements and/or costs.

II. TERMS AND CONDITIONS

Suppliers should complete Sections II through VI as part of their bid. Supplier is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Supplier should also provide an explanation of why the Supplier rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB Supplier is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Supplier fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Supplier's commercial contracts and/or documents for this ITB.

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

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

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

A. GENERAL

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

The contract resulting from this ITB shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Supplier's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

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

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

B. GOVERNING LAW

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the

person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

C. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

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

D. BREACH

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

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

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

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

E. NON-WAIVER OF BREACH

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

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

F. SEVERABILITY

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

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

G. INDEMNIFICATION

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

1. GENERAL

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

2. SELF-INSURANCE (Statutory)

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

H. ATTORNEY'S FEES

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

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

I. ASSIGNMENT, SALE, OR MERGER

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

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

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

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

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

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

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

K. FORCE MAJEURE

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

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

L. CONFIDENTIALITY

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

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

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

M. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Supplier, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Supplier. Such termination shall not relieve the Supplier of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Supplier shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Supplier has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Supplier or of any substantial part of the Supplier's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Supplier, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Supplier under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Supplier has consented, either expressly or by

- f. operation of law, to the entry of an order for relief; or (iii) the Supplier has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Supplier under any of the chapters of Title 11 of the United States Code;
- g. Supplier intentionally discloses confidential information;
- h. Supplier has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

N. CONTRACT CLOSEOUT

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

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

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

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

III. SUPPLIER DUTIES

A. INDEPENDENT SUPPLIER / OBLIGATIONS

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

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

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

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

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

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

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

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

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

The State reserves the right to require the Supplier to reassign or remove from the project any Supplier or Sub supplier employee.

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Supplier is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal

program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Supplier must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the ITB response.

2. If the Supplier indicates on such attestation form that he or she is a qualified alien, the Supplier agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Supplier's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Supplier understands and agrees that lawful presence in the United States is required and the Supplier may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

D. COOPERATION WITH OTHER SUPPLIERS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. NOTICE OF POTENTIAL SUPPLIER BREACH

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

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

G. ANTITRUST

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

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

H. CONFLICT OF INTEREST

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

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

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

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

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

I. ADVERTISING

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

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

J. DRUG POLICY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

B. TAXES

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

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

C. INVOICES

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

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

Send Invoices to:

Nebraska Department of Corrections Services
 Accounts Payables
 P O Box 94661
 Lincoln, NE. 68509-4661
 Or email to: DCS.Accounting@nebraska.gov

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

State will render payment to Supplier when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Supplier as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Supplier 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 Supplier prior to the Effective Date of the contract, and the Supplier hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (Statutory)

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Supplier, the Supplier shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Supplier agrees to correct any material weaknesses or condition found as a result of the audit.

V. SCOPE OF WORK

The Supplier must provide the following information in response to this ITB.

A. SCOPE

It is the intent of this bid invitation to establish a contract to supply Upholstery Fabrics per the attached specifications from date of award for an initial period of two (2) years with the option to renew for an additional three (3) one (1) year periods when mutually agreeable to the Supplier and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the Supplier and the State.

All items bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Upholstery Fabrics whether or not they may be specifically mentioned below.

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

B. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

C. REVISIONS

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS

A. SUPPLIER INSTRUCTIONS

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

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

"NO" response means the Supplier 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 Supplier's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Supplier's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
X			2. It is the responsibility of Suppliers to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Supplier.
X			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Supplier by the State. Any ITB interpretation must be put in writing and faxed by the Supplier 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).
NOTES/COMMENTS:			

C. SERVICE REQUIREMENTS FOR UPHOLSTERY FABRICS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. Customer Service</p> <p>Provide the name and phone number of the representative who will be assigned to service the State of Nebraska's account:</p> <p>Customer Service Representative: <u>Justin Georgeen</u></p> <p>Phone Number: <u>800-366-6839 ext 954</u></p> <p>FAX Number: <u>944-833-4233</u></p>

			Email Address: <u>j.georges@monitex.com</u>
X			2. Minimum Order Quantity There shall be no minimum order quantity. While Cornhusker State Industries will purchase in full rolls whenever possible, cut yardage must be available at no additional charge and provided within the delivery times listed below.
			3. References Suppliers 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 Supplier 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. Name: _____ Address: _____ City & State: _____ Contact Person & Phone Number: _____ Name: _____ Address: _____ City & State: _____ Contact Person & Phone Number: _____ Name: _____ Address: _____ City & State: _____ Contact Person & Phone Number: _____
NOTES/COMMENTS:			

D. FABRIC CARDS FOR PANEL FABRIC AND SEATING FABRIC, AND OTHER MARKETING MATERIALS

YES	NO	NO & PROVIDE ALTERNATIVE	
		X	1. Fabric Sample Cards, Memo Chains & Fabric The successful Supplier(s) will be required to supply up to 200 free fabric sample cards per year. Covers to be customized with CSI information to our specifications unless otherwise noted.
		X	2. Panel Fabric Cards (Two types of cards): (100) cards of each type shall be supplied at no charge, upon request from CSI.

		X	<p>Card One will be a 2-page card for EcoSystem Panel Terratex.</p> <p>Card Two will be a 3-page card to display all other panel fabrics (Value Series 1.2.3).</p>
		X	<p>3. Seating Fabric Cards: Supplier shall provide 300 cards of each fabric selected from this ITB at no charge, one time for the life of the contract. These may be manufacturer's cards, no CSI customization required.</p>
		X	<p>4. Suppliers shall create and supply Seating Fabric Cards customized specifically for CSI. Card customization shall include fabrics and colors selected by CSI as stock and/or non-stock standard fabrics. All customized fabric sample cards must be approved by the CSI Sales & Marketing prior to final acceptance.</p>
		X	<p>5. Supplier shall provide artwork for the fabric sample cards in digital format for CSI to use on the CSI webpage at no additional cost.</p>
X			<p>6. Memo Chain Sets: The successful Supplier will provide three (3) memo chain sets for each pattern at no charge.</p>
X			<p>7. Showroom Display: Successful Supplier will provide one (1) yard of each standard color selected in each pattern for showroom display at no charge.</p>
X			<p>8. Digital Files: Successful Supplier shall supply digital files showcasing selected fabrics and colors for publication on the CSI website.</p>
X			<p>9. Sales & Service Representation: Awarded Supplier(s) sales representative will make semi-annual scheduled on-site visits to the CSI Sales & Marketing Manager in Lincoln, NE.</p>

NOTES/COMMENTS:

1. Minimum order for custom Sample Cards is 1,500. Sample Maker is an outside vendor to Momentum Textiles, LLC.
2. Momentum Textiles, LLC can provide 100 - 2 panel panel fabric cards product number 08499640 at no charge. The cards listed are not Momentum Cards.
3. Momentum Textiles, LLC does not have 300 fabric cards of origin, EPEX PerK and Fuse available. We can provide 300 of another standard. Momentum Textiles multi-panel card subject to availability. Momentum Textiles will extend our deepest discount for the fabrics on the card that is selected.
4. Minimum order for custom Sample Cards is 1,500. Sample Maker is an outside vendor to Momentum Textiles, LLC. Cost is \$1.75 per panel.
5. See #1 + #4 above.



MOMENTUM GROUP

17811 Fitch, Irvine, CA 92614
Tel 949.833.8886
Fax 949.833.9233

Sina Pearson
Momentum Textiles
LoomSource
Textus

Momentum Textiles
Standard Panel Color Card – 08999640
Cornhusker State Industries
ITB: 5984 OF

Enclosed are 2 copies of Momentum Textiles standard panel fabric 2 panel card. Meander and Universe are sampled on this card. Additional patterns, Glint, Kinect, Pact, Proverb and Script are also sampled. If Cornhusker State Industries agrees to accept 100 of this standard card, Momentum Textiles will extend our deepest discount on all fabrics sampled on this card. Please see below for prices:

Pattern	Price Per Yard
<u>Glint</u>	\$12.45
Kinect	\$12.45
Meander	\$12.00
Pact	\$12.15
Proverb	\$12.45
Script	\$12.45
Universe	\$12.00

E. FABRIC REQUIREMENTS AND FABRIC SELECTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1 All materials must be stain resistant, first quality, mill inspected goods. Cornhusker State Industries shall select fabric lines and colors from this ITB. The selected fabric lines and colors will be listed as Cornhusker State Industries stock and non-stock standard colors. Special colors shall be available. Fabrics will meet current Supplier specifications. For further specifications Supplier(s) may go to the following current manufacturers web sites:</p> <p>CF Stinson Fabrics: www.cfstinson.com Mayer Fabrics: www.mayerfabrics.com Arc.Com Fabrics: www.arc-com.com Momentum Fabrics: www.themomegroup.com Douglass Industries: www.douqind.com</p> <p>The use of references or brand names is not intended to be restrictive, but rather for the purpose of describing the design/pattern and establishing general quality levels.</p>
X			<p>2 Proposed Alternate(s): Any alternate fabrics proposed to the mill items listed must be indicated on the ITB. The supplier must specifically state the requested change or deviation and be accompanied by adequate supporting information, including two (2) fabric samples, inclusive of all colors available within the grouping, to evaluate the request.</p> <p>Proposed alternates will be evaluated on their specifications in comparison to the fabric for which equivalency is requested, to include such components as double-rub rating based on Wyzenbek testing, fabric warranty, fiber composition, and equivalency of colors available.</p>
<p>NOTES/COMMENTS:</p>			

F. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Supplier shall not impose minimum order requirements.
X			2. Quantities stated are estimated only and shall not be construed to be either a minimum or a maximum. Supplier is responsible for identifying any order minimums or delivery limitations that may apply. Failure of the Supplier 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. Orders are to be placed on an "as needed" basis with no minimums
X			3. Estimated yardage usage from 2016 – 2017 was 6,000 yards per year. The bulk of this yardage was from fabrics Cornhusker State Industries designated as stock or standard.
NOTES/COMMENTS:			

G. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Delivery shall be within 4-6 working days A.R.O. for standard stock colors and 7-10 working days A.R.O. for all other colors. If delays in delivery are anticipated, the Supplier shall notify Cornhusker State Industries of the expected delivery date. If delivery time is unsatisfactory, the order may be canceled, the State may procure from other sources and the Supplier may be held responsible for any excess cost.
NOTES/COMMENTS:			

H. DELIVER LOCATIONS/INSTRUCTIONS (SUPPLIER IS CERTIFYING THAT THEY CAN MEET THE DELIVER LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. 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 except of State Holidays

NOTES/COMMENTS:

I. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Packages are to be clearly marked with size, weight, color, quantity, and the purchase order number. Packages/Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
X			2. Orders for full roll quantities will be shipped in either full rolls or half rolls. No other size will be accepted without prior approval from Cornhusker State Industries.
X			3. Cut yardage to be shipped in the size ordered.
X			4. All rolls must be wrapped in paper or plastic to prevent damage and must be marked with corresponding purchase order number. A packing slip must accompany each shipment.
X			5. If there is more than one purchase order number per shipment, a separate packing slip will be required for each purchase order.
NOTES/COMMENTS:			

J. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

K. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Product quality must meet specifications and be consistent for the term of the contract.
X			2. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation.
X			3. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.

			4. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

L. PRICES – SPECIFICALLY LISTED FABRICS ON THE ITB and CATALOG FABRICS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. The State intends to enter into a Contract(s) for Upholstery Fabric for CSI. The contract(s) will:</p> <p>Have a list of common use fabrics identified specifically and additional items identified by catalogs. Catalog fabrics shall be represented by a catalog or current manufacturer price list(s) containing fabrics not specifically identified on the contract.</p> <p>The specifically listed fabrics on the contract represent the most repetitively purchased Upholstery Fabric items and are the fabrics the State is establishing as standard fabrics based upon their value to the State in terms of quality and price. The fabrics specifically listed shall be subject to a greater discount than the fabric catalogs...</p> <p>The fabrics listed specifically are the most commonly purchased items but are 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 fabrics specifically listed from the contract based on usage.</p>
X			<p>2. Catalog fabrics are defined as those additional fabrics available from the Supplier not listed specifically on the contract.</p> <p>Prices for Catalog fabrics 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 Catalog fabrics shall remain firm for the duration of the contract period.</p> <p>All fabrics not listed specifically on the contract shall be considered Catalog Fabrics.</p>
X			3. PRICE - SPECIFICALLY LISTED FABRICS and CATALOG FABRICS Prices for specifically listed fabrics quoted shall be net, including transportation and delivery charges fully prepaid by the Supplier,
X			4. Shipping will be FOB Destination to the ordering state facility/agency.
X			5. Specifically listed fabrics pricing is to remain firm for the initial two (2) years of the contract.
X			6. Any requests for price increase(s) must be submitted in writing to the SPB 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 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.

X			<p>7. Catalog fabric purchases shall be net, including transportation and delivery charges fully prepaid by the Supplier, FOB Destination to the ordering state facility/agency.</p>
X			<p>8. Discount bid off of manufacturer's suggested list price 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 Supplier to supply the SPB 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 SPB.</p> <p>Discounts for Catalog fabrics shall be applied to fabrics as presented in Suppliers Alternative fabric offerings. Supplier shall include each manufacturer's list price schedule to coincide with manufacturers listed in the Pricing for fabrics discount schedule.</p> <p>Prices quoted for fabrics on the specifically listed fabrics and catalog fabrics shall be inclusive of all costs, to include but not limited to storage, processing and/or delivery throughout the State. Supplier cannot impose any additional service fees. Supplier shall inform the SPB in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.</p> <p>NO price increases are to be billed to the State facilities without prior written approval by the SPB.</p> <p>The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.</p> <p>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 fabrics, the State 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.</p>
X			<p>9. SPECIFICALLY LISTED FABRICS - and CATALOG FABRICS QUANTITIES</p> <p>Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions. A manufacturer's model/number has been provided for each item. All bid units should match exactly. NOTE: If Supplier fails to provide a price on any items, those items for that Supplier will be adjusted to the highest quoted price for those items. In those cases where items may have more than one brand name, the Supplier may bid on either brand. Please indicate which brand was bid. Supplier must complete the Pricing for Items on the ITB, please pay special attention to the unit of measure.</p>
X			<p>10. CATALOG FABRICS</p> <p>Prices for Catalog fabrics shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list.</p> <p>The percentage discount for the fabrics shall remain firm for the duration of the contract period. Supplier must clearly state the date of the catalog or price list used and provide a copy of the catalog to the SPB upon request.</p> <p>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>

X			<p>The percentage discount rate for Catalog fabrics or categories will not decrease during the life of the contract.</p> <p>A single percentage rate must be quoted--a range of percentages will not be considered.</p>
X			<p>11. PRICE LISTS AND CATALOGS - After award of the contract(s), the Supplier(s) shall supply additional copies of the current catalog or price list used for this ITB for distribution to any requesting state agency 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.</p>
X			<p>12. USAGE REPORTS - Usage reports may be requested by the SPB. The reporting period may be determined (monthly, quarterly, etc.) based on need and may include the following:</p> <ul style="list-style-type: none"> a. Fill rate information for specifically listed fabrics and catalog fabrics, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders. b. Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold. c. Any additional report the SPB may deem necessary.
X			<p>13. SUBSTITUTION - SPECIFICALLY LISTED FABRICS Supplier will not substitute any Specifically Listed Fabrics that has been awarded without prior approval of SPB.</p>
X			<p>14. ADDITIONS/ADDITIONAL PRODUCT LINES New colors or products similar to those specified which become available during this contract may be purchased in addition to or in lieu of the products specified herein and will become a part of this contract upon mutual agreement.</p> <p>Additional fabric lines shall be offered to Cornhusker State Industries (CSI) at a percentage discount from Supplier's standard pricing. Advise applicable discount schedule.</p>
NOTES/COMMENTS:			

M. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. To the extent required by the manufacturer, the Supplier shall be an authorized dealer. Supplier may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.</p>

NOTES/COMMENTS:

N. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Supplier must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the Supplier. Defective parts or those damaged in shipment must be replaced by the Supplier at no charge to the State. The manufacturer's standard warranty shall apply and be in effect for at least one (1) year from the date the equipment was placed in service.

NOTES/COMMENTS:

O. SAMPLES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Samples of Upholstery Fabrics bid may be required prior to an award, or at any time during the term of the contract. Samples are to be provided within ten days (10) business days of a written request. Failure to provide samples or samples not meeting the specifications may void the bid or constitute a breach of the contract resulting from this bid invitation.
X			2. Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to: Attn: Cornhusker State Industries 800 Pioneers Blvd Lincoln, NE. 68509-4661 Receiving hours are between 8:00 A.M. and 2:30 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).

NOTES/COMMENTS:

P. PERFORMANCE TESTING

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. Samples of Upholstery Fabric, in accordance with the specifications utilizing materials and features as bid, may be required prior to award. Samples of Upholstery Fabric shall be provided at no cost to the State and will not be returned to the Supplier upon completion of testing conducted by the (using/testing agency). Supplier shall have ten (10) business days to provide sample(s) upon the State's written request. Sample (insert description) 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:</p> <p style="padding-left: 40px;">Attn: Cornhusker State Industries 800 Pioneers Blvd Lincoln, NE. 68509-4661</p> <p>Receiving hours are between 8:00 A.M. and 2:30 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).</p>
			<p>2. Samples will be evaluated on their specifications in comparison to the fabric for which equivalency is requested, to include such components as double-rub rating based on Wyzenbek testing, fabric warranty, fiber composition, and equivalency of colors available.</p>
<p>NOTES/COMMENTS:</p>			

Q. SUBSTITUTIONS

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

R. SECRETARY OF STATE REGISTRATION REQUIREMENTS

CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES

YES	NO	*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
	X	<p>1. Supplier is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Supplier is an Individual or Sole Proprietorship, the following applies:</p> <p style="padding-left: 40px;">a. The Supplier 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> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p style="padding-left: 40px;">b. If the Supplier indicates on such attestation form that he or she is a qualified alien, the Supplier agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Supplier's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p style="padding-left: 40px;">c. The Supplier understands and agrees that lawful presence in the United States is required and the Supplier may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
	X	2. Supplier is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).
	X	3. Supplier is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
X		4. Supplier 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.

Form A
Supplier Contact Sheet
Invitation To Bid Number 5984 OF

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

Preparation of ITB Contact Information	
Supplier Name:	Momentum Textiles, LLC
Supplier Address:	17811 Fitch Irvine, CA 92614
Contact Person & Title:	Karen Wehner, Director, Western Sales
E-mail Address:	Kwehner@momtex.com
Telephone Number (Office):	800-366-6839 ext 891
Telephone Number (Cellular):	530-314-9163
Fax Number:	949-833-9233

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

Communication with the State Contact Information	
Supplier Name:	Momentum Textiles, LLC
Supplier Address:	17811 Fitch Irvine, CA 92614
Contact Person & Title:	Karen Wehner, Director, Western Sales
E-mail Address:	Kwehner@momtex.com
Telephone Number (Office):	800-366-6839 ext 891
Telephone Number (Cellular):	530-314-9163
Fax Number:	949-833-9233

PANEL





Kinect Vapor



Glint Pearl



Pact Calla



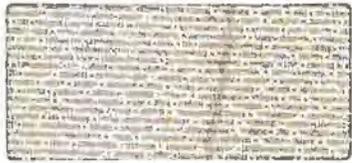
Kinect Ivory



Glint Sisal



Universe Creme Brulee



Meander Sandshell



Script Almond



Proverb Buff



Kinect Dove



Glint Rune



Kinect Chiffon



Script Sand



Pact Toasty



Proverb Rye



Kinect Nimbus



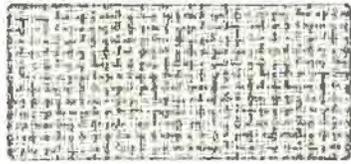
Kinect Mushroom



Universe Wheat



Glint Turret



Proverb Linen



Script Patina



Pact Putty



Script Pebble



Kinect Ashen



Proverb Oyster



Universe Whitecap



Script Taupe



Universe Milkyway



Pact Lily



Meander Agate Taupe



Script Feldspar



Universe Seneca



Proverb Anchor



Glint Relic



Pact Taupe



Glint Barley



Kinect Mercury



Glint Pumice



Pact Roast



Pact Eureka



Glint Gobi



Pact Nectar



Kinect Passion



Script Nectar



Pact Roma



Glint Opal



Proverb Fog



Script Shadow



Kinect Veil



Proverb Mist



Glint Gypsum



Meander Overcast



Glint Serene



Script Sterling



Kinect Tin



Proverb Armor



Pact Dove



Kinect Smoke



Proverb Storm



Glint Column



Kinect Nickel



Universe Mica



Script Zinc



Pact Sketch



Universe Cosmic



Kinect Alloy



Script Slate



Script Flint



Proverb Steel



Script Charcoal



Proverb Basalt



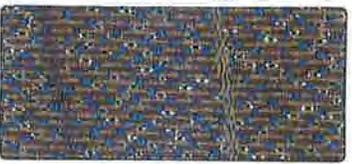
Universe Depth



Proverb Cinder



Pact Patina



Meander Nightshadow



Pact Harbour



Glint Shale



Pact Midnight



Pact Lime



Glint Note



Pact Fern



Pact Aloe



Glint Vera



Kinect Dew



Proverb Crystal



Kinect Cove



Pact Coastal



Pact Azure



Pact Delft



Glint Caspian

Pattern - Width	Fiber Content & Backing	Lightfastness	Approx. Repeats	Cleaning Code
Glint - 66"    	100% Post Consumer Recycled Polyester	Class 4.5 40 Hrs.		WS
Kinect - 66"    	100% Post Consumer Recycled Polyester	Class 4.5 40 Hrs.		WS
Meander - 66"    	50% Post Consumer Recycled Polyester; 50% Polyester	Class 4 40 Hrs.	16-1/8" L, 16-7/8" W; Direc- tional Pattern	WS
Pact - 66"    	65% Post Industrial Recycled Polyester; 35% Post Consumer Recycled Polyester	Class 4 60 Hrs.	1/8" L, 1/8" W	WS
Proverb - 66"    	89% Post Consumer Recycled Polyester; 11% Polyester	Class 4.5 40 Hrs.		WS
Script - 66"    	89% Post Consumer Recycled Polyester; 11% Polyester	Class 4.5 40 Hrs.		WS
Universe - 66"    	50% Post Consumer Recycled Polyester; 50% Polyester	Class 4 40 Hrs.	3-1/2" L, 3-1/4" W	WS

* ACT® Registered Certification Marks

These fabrics when used with proper components are compatible with California Technical Bulletin 133.

All Momentum fabrics are made with recycled or natural fibers.
All products are PVC free and Greenguard certified.



GREENGUARD Gold Certified. CA Section 01350 compliant.
Eligible for CHPS Low-Emitting Material Credits.

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