

State of Nebraska - INVITATION TO BID CONTRACT

Date	8/10/23	Page	1 of 14
Solicitation Number	6799 OF		
Opening Date and Time	06/27/24	2:00 pm	
Buyer	CLINTON PAUL (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 AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

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

Contract to supply and deliver Sign Sheeting to the State of Nebraska as per the attached specifications for a Five (5) year period from date of award. The contract may be renewed for Two (2) additional Two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

(BT 06/27/23)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	FILM, TRANSPARENT, RED 48"X50YD 600SF RL 1172C 48 or equivalent Brand: Avery Dennison Item Number <u>OL-2000</u>	10.0000	RL	<u>468.00</u>	<u>4,680.00</u>

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % _____ 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 and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 30 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here



(Authorized Signature Mandatory – Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR#

VENDOR:

Address:

Avery Dennison

7542 N Natchez Ave

Niles, IL

Contact

Telephone

Email

Jared Jachino

224-275-1402

reflective.bids@averydennison.com

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 800 PIONEERS BLVD
 LINCOLN NE 68502

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
8	SHEETING, WHITE DG3 2"X50YD 4090-2 or equivalent	4.0000	RL	<u>44.25</u>	<u>177.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-11000</u>				
9	SHEETING, WHITE DG3 48"X50YD 4090-48 or equivalent	10.0000	RL	<u>1,062.00</u>	<u>10,620.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-11000</u>				
10	SHEETING, YELLOW GREEN DG3 36" 4083 36 or equivalent	10.0000	RL	<u>810.00</u>	<u>8,100.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-11000</u>				
11	SHEETING, REFLECTIVE GREEN DG3 12.75" 4097 12.75 or equivalent	20.0000	RL	<u>282.09</u>	<u>5,641.88</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-11000</u>				
12	SHEETING, REFLECTIVE GREEN DG3 48" 4097 48 or equivalent	10.0000	RL	<u>1,062.00</u>	<u>10,620.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-11000</u>				
13	SHEETING, VINYL, BLACK	50.0000	RL	_____	_____

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LINCOLN NE 68502

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	1" 7725 12 1 or equivalent Brand: _____ Item Number _____				
14	SHEETING, VINYL, BLACK 2" 7725 12 2 or equivalent Brand: _____ Item Number _____	10.0000	RL	_____	_____
15	SHEETING, VINYL, BLACK 18" 7725 12 18 or equivalent Brand: _____ Item Number _____	50.0000	RL	_____	_____
16	SHEETING, VINYL, BLACK 24" 7725 12 24 or equivalent Brand: _____ Item Number _____	20.0000	RL	_____	_____
17	SHEETING, VINYL, BLACK 30" 7725 12 30 or equivalent Brand: _____ Item Number _____	50.0000	RL	_____	_____
18	SHEETING, VINYL, BLACK 36" 7725 12 36 or equivalent Brand: _____	75.0000	RL	_____	_____

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Item Number _____				
19	SHEETING, VINYL, BLACK 48" 7725 12 48 or equivalent Brand: _____	100.0000	RL	_____	_____
	Item Number _____				
20	SHEETING, TACK PAPER 24" TPM5 24 or equivalent Brand: _____	300.0000	RL	_____	_____
	Item Number _____				
21	SHEETING, FLUORESCENT, ORANGE 12.75"X100YD 3942S 12.75 or equivalent Brand: <u>Avery Dennison</u>	10.0000	RL	<u>478.13</u>	<u>4,781.25</u>
	Item Number <u>W-7500</u>				
22	SHEETING, FLUORESCENT, ORANGE 18"X 50YD 3942S 18 or equivalent Brand: <u>Avery Dennison</u>	20.0000	RL	<u>337.50</u>	<u>6,750.00</u>
	Item Number <u>W-7500</u>				
23	SHEETING, FLUORESCENT ORANGE 24" X 50YD 3942S 24 or equivalent Brand: <u>Avery Dennison</u>	40.0000	RL	<u>450.00</u>	<u>18,000.00</u>
	Item Number <u>W-7500</u>				
24	SHEETING, FLUORESCENT ORANGE 30" X 50YD 3942S 30 or equivalent	10.0000	RL	<u>562.50</u>	<u>5,625.00</u>

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Brand: <u>Avery Dennison</u>				
	Item Number <u>W-7500</u>				
25	SHEETING, FLUORESCENT ORANGE 36" X 50YD 3942S 36 or equivalent	50.0000	RL	<u>675.00</u>	<u>33,750.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>W-7500</u>				
26	SHEETING, FLUORESCENT ORANGE 48" X 50YD 3942S 48 or equivalent	150.0000	RL	<u>900.00</u>	<u>135,000.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>W-7500</u>				
27	SHEETING, FLUORSCENT, WHITE DG3 48" 4090 48 or equivalent	10.0000	RL	<u>1,062.00</u>	<u>10,620.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-11000</u>				
28	SHEETING, FLUORSCENT, YELLOW DG3 12.75" 4081 12.75 or equivalent	40.0000	RL	<u>286.88</u>	<u>11,475.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-11000</u>				
29	SHEETING, FLUORSCENT, YELLOW DG3 18" 4081 18 or equivalent	100.0000	RL	<u>405.00</u>	<u>40,500.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-11000</u>				
30	SHEETING, FLUORSCENT, YELLOW	100.0000	RL	<u>540.00</u>	<u>54,000.00</u>

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	DG3 24" 4081 24 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-11000</u>				
31	SHEETING, FLUORSCENT, YELLOW DG3 30" 4081 30 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-11000</u>	40.0000	RL	<u>675.00</u>	<u>27,000.00</u>
32	SHEETING, FLUORSCENT, YELLOW DG3 36" 4081 36 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-11000</u>	75.0000	RL	<u>810.00</u>	<u>60,750.00</u>
33	SHEETING, FLUORSCENT, YELLOW DG3 48" 4081 48 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-11000</u>	100.0000	RL	<u>1,080.00</u>	<u>108,000.00</u>
34	SHEETING, HIGH INTENSITY, WHITE 1" X 50YD 3930 1 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-6000</u>	250.0000	RL	<u>13.13</u>	<u>3,281.25</u>
35	SHEETING, HIGH INTENSITY, WHITE 12.75" X 50YD 3930 12.75 or equivalent Brand: <u>Avery Dennison</u>	10.0000	RL	<u>167.34</u>	<u>1,673.44</u>

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
42	SHEETING, HIGH INTENSITY BLUE 12.75" X 100YD 3935 12.75 or equivalent	10.0000	RL	<u>334.69</u>	<u>33,468.75</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
43	SHEETING, HIGH INTENSITT, BLUE 36" X 50YD 3935 36 or equivalent	10.0000	RL	<u>472.50</u>	<u>4,725.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
44	SHEETING, HIGH INTENSITY, BLUE 48" X 50YD 3935 48 or equivalent	10.0000	RL	<u>630.00</u>	<u>6,300.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
45	SHEETING, HIGH INTENSITY, GREEN 12.75" X 100 YD 3937 12.75 or equivalent	100.0000	RL	<u>334.69</u>	<u>33,468.75</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
46	SHEETING, HIGH INTENSITY, GREEN 16" X 50YD 3937 16 or equivalent	10.0000	RL	<u>210.00</u>	<u>2,100.00</u>
	Brand: _____				
	Item Number <u>T-6000</u>				
47	SHEETING, HIGH INTENSITY, GREEN	50.0000	RL	<u>236.25</u>	<u>11,812.50</u>

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	18" X 50YD 3937 18 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-6000</u>				
48	SHEETING, HIGH INTENSITY, GREEN 24" X 50YD 3937 24 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-6000</u>	40.0000	RL	<u>315.00</u>	<u>12,600.00</u>
	30" X 50YD 3937 30 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-6000</u>				
49	SHEETING, HIGH INTENSITY, GREEN 30" X 50YD 3937 30 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-6000</u>	40.0000	RL	<u>393.75</u>	<u>15,750.00</u>
	36" X 50YD 3937 36 or equivalent Brand: _____ Item Number <u>T-6000</u>				
50	SHEETING, HIGH INTENSITY, GREEN 36" X 50YD 3937 36 or equivalent Brand: _____ Item Number <u>T-6000</u>	40.0000	RL	<u>472.50</u>	<u>18,900.00</u>
	48" X 50YD 3937 48 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-6000</u>				
51	SHEETING, HIGH INTENSITY, GREEN 48" X 50YD 3937 48 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-6000</u>	40.0000	RL	<u>630.00</u>	<u>25,200.00</u>
	12.75" X 50YD 3939 12.75 or equivalent Brand: <u>T-6000</u>				
52	SHEETING, HIGH INTENSITY, BROWN 12.75" X 50YD 3939 12.75 or equivalent Brand: <u>T-6000</u>	10.0000	RL	<u>167.34</u>	<u>1,673.44</u>

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Item Number <u>T-6000</u>				
53	SHEETING, HIGH INTENSITY,BROWN 24" X 50YD 3939 24 or equivalent Brand: <u>Avery Dennison</u>	10.0000	RL	<u>315.00</u>	<u>3,150.00</u>
	Item Number <u>T-6000</u>				
54	SHEETING, HIGH INTENSITY,BROWN 30" X 50YD 3939 30 or equivalent Brand: <u>Avery Dennison</u>	10.0000	RL	<u>393.75</u>	<u>3,937.50</u>
	Item Number <u>T-6000</u>				
55	SHEETING, HIGH INTENSITY,BROWN 36" X 50YD 3939 36 or equivalent Brand: <u>Avery Dennison</u>	10.0000	RL	<u>472.50</u>	<u>4,725.00</u>
	Item Number <u>T-6000</u>				
56	SHEETING, HIGH INTENSITY,BROWN 40" X 50YD 3939 40 or equivalent Brand: <u>Avery Dennison</u>	10.0000	RL	<u>525.00</u>	<u>5,250.00</u>
	Item Number <u>T-6000</u>				
57	SHEETING, HIGH INTENSITY,BROWN 48" X 50YD 3939 48 or equivalent Brand: <u>Avery Dennison</u>	50.0000	RL	<u>630.00</u>	<u>31,500.00</u>
	Item Number <u>T-6000</u>				
58	SHEETING,HIGH INTENSITY,YELLOW 1" X 50YD 3931 1 or equivalent	250.0000	RL	<u>13.13</u>	<u>3,281.25</u>

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
59	SHEETING,HIGH INTENSITY,YELLOW 12.75"X50YD 3931 12.75 or equivalent	10.0000	RL	<u>167.34</u>	<u>1,673.44</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
60	SHEETING,HIGH INTENSITY,YELLOW 21"X 50YD 3931 21 or equivalent	10.0000	RL	<u>275.63</u>	<u>2,756.25</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
61	SHEETING,HIGH INTENSITY,YELLOW 24"X50YD 3931 24 or equivalent	150.0000	RL	<u>315.00</u>	<u>47,250.00</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
62	SHEETING,HIGH INTENSITY,YELLOW 3"X 50YD 3931 3 or equivalent	10.0000	RL	<u>39.38</u>	<u>393.75</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
63	SHEETING,HIGH INTENSITY,YELLOW 30" X 50YD 3931 30 or equivalent	150.0000	RL	<u>393.75</u>	<u>59,062.50</u>
	Brand: <u>Avery Dennison</u>				
	Item Number <u>T-6000</u>				
64	SHEETING,HIGH INTENSITY,YELLOW	50.0000	RL	<u>472.50</u>	<u>23,625.00</u>

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65	SHEETING,HIGH INTENSITY,YELLOW 48" X 50YD 3931 48 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-6000</u>	75.0000	RL	<u>630.00</u>	<u>47,250.00</u>
66	SHEETING, HIGH INTENSITY,WHITE 2" X 50YD 3930-2 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-6000</u>	10.0000	RL	<u>26.25</u>	<u>262.50</u>
67	SHEETING, HIGH INTENSITY,WHITE 18" X 50YD 3930-18 or equivalent Brand: <u>Avery Dennison</u> Item Number <u>T-6000</u>	20.0000	RL	<u>236.25</u>	<u>4,725.00</u>
68	SHEETING, HIGH INTENSITY,RED 48" X 50YD 3932-48 or equivalent Avery Dennison Brand: _____ Item Number <u>T-6000</u>	8.0000	RL	<u>630.00</u>	<u>5,040.00</u>
69	TAPE PRE SPACING 48" SCPS 2 SPECIFY SLITTING or equivalent Brand: _____	10.0000	RL	_____	_____

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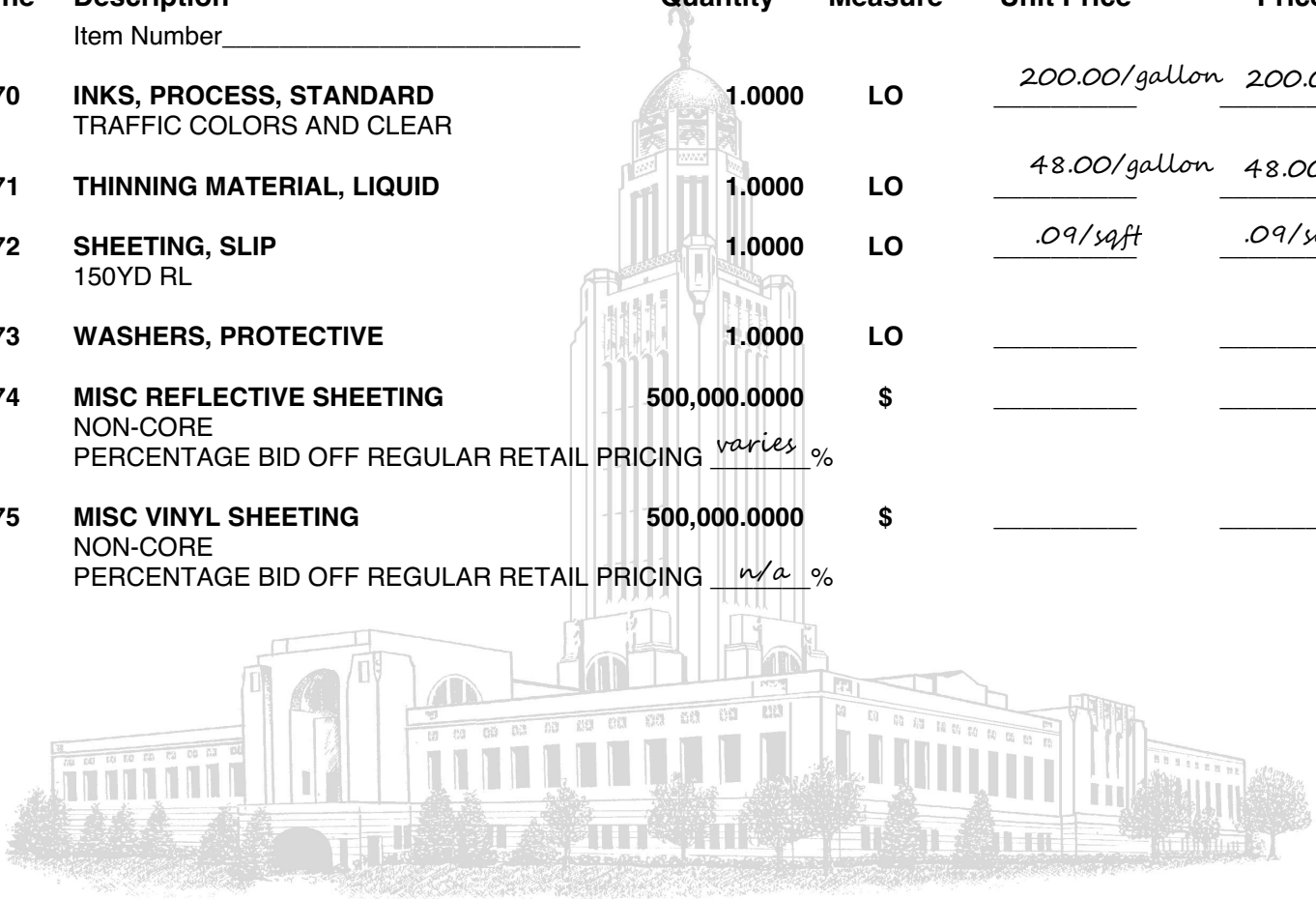
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70	INKS, PROCESS, STANDARD TRAFFIC COLORS AND CLEAR	1.0000	LO	<u>200.00/gallon</u>	<u>200.00</u>
71	THINNING MATERIAL, LIQUID	1.0000	LO	<u>48.00/gallon</u>	<u>48.00</u>
72	SHEETING, SLIP 150YD RL	1.0000	LO	<u>.09/saft</u>	<u>.09/saft</u>
73	WASHERS, PROTECTIVE	1.0000	LO	_____	_____
74	MISC REFLECTIVE SHEETING NON-CORE PERCENTAGE BID OFF REGULAR RETAIL PRICING <u>varies</u> %	500,000.0000	\$	_____	_____
75	MISC VINYL SHEETING NON-CORE PERCENTAGE BID OFF REGULAR RETAIL PRICING <u>n/a</u> %	500,000.0000	\$	_____	_____



**SIGN SHEETING
STATE OF NEBRASKA/CORNHUSKER STATE INDUSTRIES
INVITATION TO BID
6799 OF**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a commodity contract, ITB Number 6799 OF for the purpose of selecting a qualified Bidder to provide **Sign Sheeting**. It is the intent of this bid to establish a contract to supply **Sign Sheeting** per the attached specifications from date of award for a period of Five (5) years with the option to renew for an additional Two (2), Two (2) year periods when mutually agreeable to the Bidder and the State

A more detailed description can be found in Section II through VI. 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.

INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:

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

PUBLIC POSTING NOTICE:

Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.01 to 84-602.04) and in furtherance of public records statutes (Neb. Rev. Stat. § 84-712 et seq.), State contracts, must be posted to a public website. The resulting Contract, the ITB, and the successful Bidder's entire bid and response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov>

If the Bidder wishes to withhold proprietary or other commercial information from disclosure, the Bidder must do the following:

- a. Identify the Proprietary Information;
- b. Mark the Proprietary Information; and
- c. Submit the Proprietary Information under separate cover marked clearly using an indelible method with the words **"PROPRIETARY INFORMATION"**.
- d. 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 BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.**
- e. The State may require a Bidder to submit more information, including, but not limited to, a detailed explanation as to how and why the designated information is Proprietary.

The State will determine, in its sole discretion, if the disclosure of the designated Proprietary Information would:

- a. Give advantage to Business competitors; and,
- b. Serve no public purpose.

Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

In the event that disclosure of Proprietary Information is ordered or requested, it will be the Bidder's responsibility to assert and defend the non-disclosure.

To facilitate public postings, with the exception of Proprietary Information, the State reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, ITB/bid for any purpose, and to authorize others to use the documents. Any individual or entity Awarded a contract, or who submits a bid in 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 are 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 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

Agency: Using agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

Automated Clearing House: Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the solicitation

Best and Final Offer: In a competitive bid, the final offer submitted which contains bidder's most favorable terms for price

Bidder: A contractor who submits an offer bid in response to a written solicitation

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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 bid, purchase order or contract without expectation of conducting or performing at a later time

Catalog/Non-Core: A printed or electronic list of products a contractor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on "Catalog/Non-Core Items"

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 (2) 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 (2) 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 (2) 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 Bidder

Contract Period: The duration of the contract

Contractor: An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written 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

Core List: Items specifically listed on the solicitation upon which a bid is evaluated for award **Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Bidder

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 bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award

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 Destination: The delivery charges are included in the quoted price and prepaid by the bidder. Bidder 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.

Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a bidder who has timely submitted a bid in connection with the award in question, to DAS or another designated agency with the intention of achieving a remedial result

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein

Invalid Bid: A bid that does not meet the requirements of the solicitation or cannot be evaluated against the other bids.

Invitation to Bid: A written solicitation utilized for obtaining competitive offers for Services or Goods

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

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Must: See "Mandatory"

National Institute for Governmental Purchasing: Source used for assignment of universal commodity codes to goods and services

Non-core: See "Catalog".

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

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: Electronic procurement system of record

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

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

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: An offer, bid, or quote submitted by a contractor/bidder/vendor in a response to a written solicitation

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: See "Grievance"

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

Quote: See "Bid"

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

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

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

Shall: See "Mandatory"

Should: Expected; suggested, but not necessarily mandatory

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

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor 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-contractors 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 bidder 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

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor.

Will: See "Mandatory"

ACRONYM LIST

ACH: Automated Clearing House

ARO: After Receipt of Order

BAFO: Best and Final Offer

CSI: Cornhusker State Industries

DAS: Department of Administrative Services

FOB: Free on Board

FYG: Fluorescent Yellow Green

FY: Fluorescent Yellow

FO: Fluorescent Orange

ITB: Invitation to Bid

MUTCD: Manual on Uniform Traffic Control Devices

NDCS: Nebraska Department of Correctional Services

NDOT: Nebraska Department of Transportation

NIGP: National Institute for Governmental Purchasing

PA: Participating Addendum

PCO: Procurement Contracts Officer

PFC: Payroll & Financial Center

POC: Point of Contact

RFI: Request for Information

SPB: State Purchasing Bureau

SQ: Square

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit bids from qualified Bidders who will be responsible for providing **Sign Sheeting** at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Bid instructions, and Bid Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with SPB. The POC for the procurement is as follows:

ITB#: 6799 OF
Name: Brenda Sensibaugh, PCO
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materieipurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing. Only the SPB or awarding Agency can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any Staff involved in this solicitation.

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 POC; and,
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's bid, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. 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	August 19, 2023
2.	Last day to submit written questions. Upload written questions for 6799 OF electronically via ShareFile to: https://nebraska.sharefile.com/r-rfaa0c95c017248afb52939022ce67e32	August 28, 2023
3.	State responds to written questions through an Addendum to be posted to the Internet at: https://das.nebraska.gov/materiel/bidopps.html#	August 31, 2023
4.	Electronic Bid Opening via Zoom Upload electronic Bid submissions for 6799 OF via ShareFile to: https://nebraska.sharefile.com/r-r468b626c7df14e77a71dda37c2912e4c Zoom Meeting Information: https://us02web.zoom.us/j/2629176739?pwd=NkhobXNpOU94UmFmTG1wYmJgTXhpUT09 Meeting ID: 262 917 6739 Passcode: 5VwBuR	September 14, 2023 2:00 PM Central Time

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "ITB Number 6799 OF; **Sign Sheeting** Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Questions should be uploaded to ShareFile at <https://nebraska.sharefile.com/r-rfaa0c95c017248afb52939022ce67e32>

but may also be emailed to as.materielpurchasing@nebraska.gov

The Bidder Should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions. The Contract will not incorporate any known or unknown assumptions.

It is recommended that questions be submitted using the following format:

Solicitation Section Reference	Solicitation Page Number	Question

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

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

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder 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.

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

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

G. DEVIATIONS FROM THE ITB

The requirements contained in the solicitation in Sections II through VI become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the Bidder 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 solicitation, solicitation requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF BIDS

The State is accepting electronically submitted bids for this ITB.

IT IS THE BIDDERS' RESPONSIBILITY TO ENSURE ALL BIDS SHALL BE SUBMITTED AS INSTRUCTED BELOW, BE MANUALLY SIGNED IN AN INDELIBLE MANNER OR BY DOCUSIGN AND RECEIVED BY THE DATE AND TIME INDICATED IN THE SCHEDULE OF EVENTS FOR EACH BID SUBMITTED TO BE EVALUATED.

*****DO NOT SUBMIT DOCUMENTS THAT HAVE BEEN SAVED WITH A PASSWORD*****

SUBMITTING DOCUMENTS THAT HAVE BEEN SAVED WITH A PASWORD MAY MAKE IT IMPOSSIBLE FOR SPB TO DOWNLOAD YOUR BID/BID DOCUMENTS, THUS YOUR BID WILL BE NON-RESPONSIVE.

1. ELECTRONICALLY SUBMITTING ELECTRONIC BID(S)

- a. Bidders should upload bid(s) via ShareFile to:
<https://nebraska.sharefile.com/r-r468b626c7df14e77a71dda37c2912e4c>
- b. **Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible, but Microsoft Edge is not.**
- c. **After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address so that the bidder will receive a confirmation email confirming the successful upload directly from ShareFile.**
- d. The Bidder is solely responsible for any variance between the copies submitted.
- e. If multiple bids are submitted, the State will retain only the most recently submitted response.

2. OTHER BID DOCUMENTS TO UPLOAD TO SHAREFILE

- a. Any **Proprietary information** (if applicable) should be uploaded as separate and distinct files.
- b. If it is the bidder's intent to submit multiple bids, the bidder must clearly identify each submission separately (see "Electronic ITB File Names" below).
- c. It is the Bidder's responsibility to submit the Electronic Bid(s) and be received by the date and time of the Bid Opening indicated in the Schedule of Events.
- d. **Hardware, software, internet, user, or electronic issues will not excuse a late bid.**

3. ELECTRONIC ITB FILE NAMES

- a. The Bidder should clearly identify the uploaded Bid files.
- b. **Do not submit bid file(s) more than 30 days prior to the Bid Opening. Once file(s) are uploaded they are only available for 30 days.**
- c. **DO NOT ADD ANY LANGUAGE TO THE NAMING CONVENTIONS BELOW. Long titles can make the files difficult to work with AND CAN MAKE YOUR BID/BID DOCUMENTS UNABLE TO DOWNLOAD MAKING YOUR BID NON-RESPONSIVE.**
- d. If the bidder submits the bid/bid documents as **one (1) complete packet (preferred method)**, please use the following naming convention:

- **6799 OF Sign Sheeting <<NAME OF BIDDER>>** Bid.
- e. If the bidder submits the bid/bid documents as separate files, please use the following naming convention(s):
 - **6799 OF Sign Sheeting <<NAME OF BIDDER>>** Bid, File 1, File 2, File 3, etc.....
- f. If multiple bids are submitted for the same ITB number, follow the same naming convention as letter “e”, for example:
 - **6799 OF Sign Sheeting <<NAME OF BIDDER>>** Bid 2, File 1, File 2, File 3, etc....

Emphasis Should be concentrated on conformance to the ITB. Bids Should be clear and complete. If the bid is not presented clearly or is difficult to discern, in the sole opinion of the State, the State reserves the right to reject the bid

It is the responsibility of the Bidder to check the website often for all information relevant to this ITB to include Addenda and/or Amendments issued prior to the Opening Date and Time. The website address is: <https://das.nebraska.gov/materiel/bidopps.html>.

By signing the ITB, the Bidder guarantees compliance with the provisions stated in this ITB.

I. BID PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH ITB

Violation of the terms and conditions contained in this solicitation 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 Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; or,
7. Suspension of the Bidder 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.

K. BID CORRECTIONS

A bidder 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. Changing a bid after opening may be permitted 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.

L. LATE BIDS

All bids must be received by SPB by the date and time of the Bid Opening per the Schedule of Events. It is the Bidder's responsibility to ensure timely submission and receipt and the State is not responsible for bids that are late or lost, regardless of cause or fault. No Late Bids will be evaluated. Late Bids may be returned to the bidder if requested by the Bidder within sixty (60) Calendar days after this late bid was submitted and will at the Bidder's expense.

M. 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 for goods, 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 bidder, in accordance with the solicitation 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 bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

N. ITB 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 or DocuSign;
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI; and,
4. Completed ITB or State's Bid Sheet.

O. EVALUATION OF BIDS

All bids that are responsive to the solicitation will be evaluated based on the following:

Neb. Rev. Stat. § 81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the ITB cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the bidder within ten (10) business days of request:

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

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

P. BEST AND FINAL OFFER

If BAFO's are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria) and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. The award will then be granted to the lowest responsible bidder. However, a bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a BAFO.

Q. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a bid in response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a bid, withdraw an intent to award, or rescind the award of a contract.

R. AWARD

The State reserves the right to evaluate bids and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the bids, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new bid opening time;
3. Waive deviations or errors in the State's solicitation process and in bidder bids that are not material, do not compromise the solicitation process or a bidder's bid, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a bid;
5. Accept or reject all bids;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one (1) or more bidders; or,
9. Award one (1) or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one (1) or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Bidder qualifications and capabilities; and,
6. State contract management requirements and/or costs.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at <http://das.nebraska.gov/materiel/purchasing.html>

S. 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 Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation 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.

T. SAMPLES

When requested, samples should be furnished at the Bidder's expense prior to the opening of the bid, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the ITB number, item number, and the brand and model number, if applicable. Samples submitted must be 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 solicitation. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request. The sample will not be returned until thirty (30) calendar days after any bid protest or, the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample to the Bidder following any of the above dates. If no request from the Bidder is received within the above dates, the State reserves the right to use, donate, or surplus the samples in accordance with the State's policies.

U. "CORE" AND "CATALOG/NON-CORE" ITEMS

1. The State of Nebraska intends to enter into a Contract(s) for state agencies and/or facilities. The contract(s) will be for items of common use items identified as "Core Items" and additional items identified as "Catalog/Non-Core Items". "Catalog/Non-Core Items" shall be represented by a catalog or current manufacturer price list(s) containing items not called out as "Core Items", as shown in the ITB.
2. The "Core Items" shall consist of the most repetitively purchased items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The "Core Items" shall be subject to a greater discount than the "Catalog/Non-Core Items". The "Core Items" are identified as the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove "Core Items" based on usage.
3. "Catalog/Non-Core Items" are defined as those additional items available from the bidder not listed as part of the "Core Items". Prices for "Catalog/Non-Core Items" shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer contractor's price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period.
4. All items not included as "Core Items" shall be considered "Catalog/Non-Core Items".
5. At the request of the SPB, the bidder shall block availability on certain "Catalog/Non-Core Items" as identified by SPB (i.e., printing, weapons, furniture, vehicles, micrographic equipment/copiers, mail equipment, and office supplies).
6. A manufacturer's model/number shall be provided for each item, if requested.
7. In those cases where items may have been more than one (1) brand name, the bidder may submit a bid on either brand. Please indicate which brand is being bid. The bidder must complete the ITB. **Pay special attention to the unit of measure.**
8. Prices for "Catalog/Non-Core Items" shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. **The percentage discount for all "Catalog/Non-Core Items" shall**

remain firm for the duration of the contract period. The Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State upon request.

9. The pricing structure, consisting of all pricing formulas and pertinent information, for all "Catalog/Non-Core Items" must be clearly defined and documented for future auditing purposes.
10. A firm percentage rate must be quoted for "Catalog/Non-Core Items" or categories, but a percentage range will not be considered by "Catalog/Non-Core Items" or categories.
11. **"Catalog/Non-Core Item" categories have been identified as follows:**
 - a. **Miscellaneous Reflective Sheeting (excluding "Core Items")**
 - b. **Miscellaneous Vinyl Sheeting (excluding "Core Items")**
12. After award of the contract(s), the bidder shall supply additional copies of the current catalog or price list used for this solicitation for distribution to any requesting state agency at no charge, within ten (10) business days of request.
13. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request and without charge.
14. Any additional report(s) the State deems necessary may be requested by the State at any time.
15. The bidder will not substitute any "Core Items" that have been awarded without prior written approval of State Purchasing Bureau.

V. ALTERNATE/EQUIVALENT BIDS

Bidder may offer bids which are at variance from the express specifications of the solicitation. 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. Bidder must indicate on the solicitation 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 Bidder shall be held liable, therefore.

W. "LUMP SUM" OR "ALL OR NONE" BIDS

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

"LUMP SUM" OR "ALL OR NONE" BIDS SHOULD BE CONSPICUOUSLY MARKED ON THE FIRST PAGE OF THE ITB AND BID SHEET (IF APPLICABLE)

X. EMAIL SUBMISSIONS

SPB will not accept bids by email, electronic, voice, or telephone bids **except** for one-time purchases under \$50,000.00.

Y. BID TABULATIONS

Bid tabulations are available on the website at: <https://das.nebraska.gov/materiel/bidopps.html>.

Z. 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.

AA. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. 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.

II. TERMS AND CONDITIONS

Bidders should complete Section II through VI as part of their bid. Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder 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 solicitation, Bidder 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 Bidder 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 solicitation. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this solicitation.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder 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 Bidder'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; and,
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 Response (Initial)	NOTES/COMMENTS:
JJ			

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

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's bid;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. 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 solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Bidder'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. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

Communication regarding the executed contract shall be given in writing and deemed to have been delivered via email to the specified Contract Contact information provided on the submitted ITB form with the submitted bid(s). The Vendor should send written notice to the SPB. The State will send notices to the authorized contact provided on the ITB form. Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. PCO REPRESENTATIVE

The State reserves the right to appoint a PCO's Representative to manage [or assist the PCO in managing] the contract on behalf of the State. The PCO's Representative will be appointed in writing, and the appointment document will specify the extent of the PCO's Representative authority and responsibilities. If a PCO's Representative is appointed, the Bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the PCO's Representative. The PCO's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

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 contract 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.

E. AMENDMENT

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

F. SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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

If the Vendor requests to substitute any contracted item and the substitute meets or exceeds the original specifications, the State may accept or reject the substitution.

If the Vendor requests to substitute any contracted item, which meets or exceeds the original specifications, and the cost of the substitute is higher, the State may accept or reject the substitution and price change.

If the State and the Vendor do not agree to the requested substitution and price change, the Contract may be terminated immediately by the State. In the event any product is discontinued or replaced upon mutual consent and prior to delivery during the Contract Period the State reserves the right to amend the contract or purchase order to include the alternate product.

*****Bidder will not substitute any item that has been awarded without prior written approval of SPB*****

G. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. SPB may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

H. NOTICE OF POTENTIAL BIDDER BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

If Bidder breaches the contract or anticipates breaching the contract, the Bidder shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a 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.

I. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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 should be delivered by Email or 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 Bidder, 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 bidder. The State may recover from the Bidder 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 Bidder's breach OR in case of default of the Bidder, the State may contract the service from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

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

J. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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.

K. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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.

L. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

1. GENERAL

The Bidder 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 Bidder, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Bidder 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 contract, Bidder 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 contract to the extent provided by law.

M. ATTORNEY’S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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 ordered by the court, including attorney's fees and costs, if the other party prevails.

N. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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

The Bidder retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Bidder’s business. Bidder 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 Bidder 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.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

The Bidder 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 Bidder 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.

P. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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 man-made 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.

Q. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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 \$5,000.00.

R. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

The contract may be terminated as follows:

1. The State and the Bidder, 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 Bidder. Such termination shall not relieve the Bidder of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Bidder 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. Bidder 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 Bidder or of any substantial part of the Bidder'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 Bidder, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Bidder 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 Bidder has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Bidder has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Bidder under any of the chapters of Title 11 of the United States Code;
 - g. Bidder intentionally discloses confidential information;
 - h. Bidder has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

III. BIDDER DUTIES

A. INDEPENDENT BIDDER / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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

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

The Bidder shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Bidder 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 Bidder'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 Bidder warrants that all persons assigned to the project shall be employees of the Bidder or a Subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Bidder or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Bidder or the subcontractor respectively.

With respect to its employees, the Bidder 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 Bidder's employees, including all insurance required by state law;
3. Damages incurred by Bidder'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 Bidder'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 Bidder, its officers, agents, or subcontractors or subcontractor's employees).

If the Bidder intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Bidder's bid. The Bidder shall agree that it will not utilize any Subcontractors 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 Bidder to reassign or remove from the project any Bidder or Subcontractor employee.

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Bidder 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 Bidder is an individual or sole proprietorship, the following applies:

1. The Bidder 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 solicitation.

2. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Bidder agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Bidder's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Bidder understands and agrees that lawful presence in the United States is required, and the Bidder 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 Bidder 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 Bidders of the State, and their Subcontractors, 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 Bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Bidder shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER BIDDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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

E. 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.

F. PRICES

Prices quoted shall be net, **including transportation and delivery charges fully prepaid by the Vendor**, and FOB Destination as named in the ITB. **No additional charges will be allowed for packing, packages, or partial delivery costs.** When an arithmetic error has been made in the extended total the unit price will govern.

All prices, costs, and terms and conditions submitted in the bid shall remain fixed and valid commencing on the opening date of the bid and shall remain firm for the first year of the contract award.

Requests for an increase must be submitted in writing to SPB. SPB has a minimum of thirty (30) days to review and award any Price increase or decrease (after documentation is approved). Documentation will be required by the State to support the price increase. The State reserves the right to deny any requested price increase.

No price increases are to be billed to the State prior to an Amendment to the Contract, which has been signed and completed by both the State and the awarded bidder, the Amendment is posted to the State Purchasing Bureau website and written notice has been given to both the State and the awarded bidder.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any bid where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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 Bidder shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Bidder must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. NOTICE OF POTENTIAL BIDDER BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

If Bidder breaches the contract or anticipates breaching the contract the Bidder 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.

J. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

The Bidder 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.

K. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

By submitting a bid, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this ITB.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its bid a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

The Bidder 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 and services 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.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

Bidder shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Bidder's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

The Bidder shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

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

P. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

Despite any clause to the contrary, the Bidder represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Bidder shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Bidder is unable to perform the services as warranted, Bidder shall reimburse Customer the fees paid to Bidder for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. § 81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Bidder 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 Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Invoices for payments must be submitted by the Bidder to the Agency requesting the services with sufficient detail to support payment at the following address:

NE Department of Correctional Services
Attn: Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661

Email: dcs.accounts payable@nebraska.gov

The Terms and Conditions included in the Bidder'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 estopping 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.

D. PAYMENT (Statutory)

Payment will be made by the responsible Agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Bidder to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Bidder prior to the Effective Date of the contract, and the Bidder hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Bidder 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).

F. 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 Bidder 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 Bidder 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 Bidder be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Bidder's performance of this contract upon a thirty (30) day written notice. Bidder 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 Bidder 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 Bidder shall make the Information available to the State at Bidder's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Bidder so elects, the Bidder 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 bidder be required to create or maintain documents not kept in the ordinary course of bidder's business operations, nor will bidder be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to bidder. 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 one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Bidder, the Bidder 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 Bidder agrees to correct any material weaknesses or condition found as a result of the audit.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
JJ			

V. SCOPE OF WORK

A. SCOPE

It is the intent of this bid to establish a contract to supply **Sign Sheeting** per the attached specifications from date of award for a period of Five (5) years with the option to renew for an additional Two (2), Two (2) year periods when mutually agreeable to the Bidder and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the Bidder and the State.

All items bid shall be of the latest manufacture in production as of the date of the solicitation 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 **Sign Sheeting** 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 Bidder 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.

VI. TECHNICAL SPECIFICATIONS

A. BIDDER INSTRUCTIONS

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

“YES” response means the Bidder guarantees they can meet this condition.

“NO” response means the Bidder cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the “NOTES/COMMENTS” section explaining in detail any deviation from the Bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder’s alternative is an acceptable alternative.

*****ALL ITEMS IN THE FOLLOWING SPECIFICATIONS ARE REQUIREMENTS*****

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
x			1. Read these specifications carefully.
x			2. Any and all exceptions to these specifications must be written on or attached to solicitation response.
x			3. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
x			4. It is the responsibility of Bidders to obtain information and clarifications as provided below.
x			5. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Bidder.
NOTES/COMMENTS:			

C. GENERAL

YES	NO	NO & PROVIDE ALTERNATIVE	
x			1. NDCS, CSI is seeking a contract to provide Sign Sheeting that will be utilized in a Correctional setting to produce highway marking signs, in accordance with the attached specifications and contract conditions.
x			2. The Sign Sheeting shall meet the requirements of ASTM D 4956 latest revision and supplements, as amended to, or added to by this specification.
x			3. The Sign Sheeting shall be of Type IV:
x			a. A micro-prismatic retroreflective element sheeting (high intensity prismatic) type;
x			b. Reflective florescent micro-prismatic sheeting; and
x			c. Type Full Cube.
x			4. The Type IV Reflective Sign Sheeting shall include, but not limited to, the following colors:
x			a. White.
x			b. Yellow.
x			c. Green.
x			d. Red.

x			e. Blue.
x			f. Orange.
x			g. Pre-striped Orange/White (left and right).
x			5. Pre-striped sheeting shall meet the width of stripe requirements of the MUTCD latest revision.
x			6. Reflective fluorescent micro prismatic sheeting shall be, but not limited to, the following colors:
x			a. Fluorescent Orange.
x			b. Yellow-Green.
x			c. Yellow.
x			7. Full Cube sheeting shall be, but not limited to, the following colors:
x			a. White.
x			b. Yellow.
x			c. Green.
x			d. Red.
x			e. Blue.
x			f. Orange.
x			g. Fluorescent Orange.
x			h. Fluorescent Yellow-Green.
x			i. Fluorescent Yellow.
x			8. Adhesive Backing shall be class I and be protected by an easily removeable liner.
NOTES/COMMENTS:			

D. MINIMUM PERFORMANCE OF RETROREFLECTIVE SHEETING-TABLE ONE (1)

YES	NO	NO & PROVIDE ALTERNATIVE			
		<i>reference pdb</i>	1. Type IV sheeting shall be as required in ASTM D4956. ASTM standards can be found at: https://www.astm.org/Standard/standards-and-publications.html .		
		<i>reference pdb</i>	2. Fluorescent Orange sheeting shall meet or exceed the minimum coefficient of retroreflective values as shown in Table One (1) .		
			3. Table One (1): Minimum Coefficient of Retroreflection, Fluorescent Orange (Candelas per foot candle per sq. foot) (see below):		
			Observation Angle	Entrance Angle	Fluorescent Orange
		<i>reference pdb</i>	0.2	-4	200
		<i>reference pdb</i>	0.2	30	92
		<i>reference pdb</i>	0.5	-4	80
		<i>reference pdb</i>	0.5	30	50

NOTES/COMMENTS:

E. MINIMUM PERFORMANCE OF RETROREFLECTIVE SHEETING-TABLE TWO (2)

YES	NO	NO & PROVIDE ALTERNATIVE				
		<i>reference pdb</i>	1. Fluorescent Yellow Green and Fluorescent Yellow sheeting shall meet or exceed the minimum coefficient of retroreflective values as shown in Table Two (2) .			
			2. Table Two (2): Minimum Coefficient of Retroreflection, Fluorescent Yellow Green and Fluorescent Yellow (Candelas per foot candle per sq. foot) (see below):			
			Observation Angle	Entrance Angle	Fluorescent Yellow Green	Fluorescent Yellow
		<i>reference pdb</i>	0.2	-4	325	240
		<i>reference pdb</i>	0.2	30	200	150
		<i>reference pdb</i>	0.5	-4	235	165
		<i>reference pdb</i>	0.5	30	105	75

NOTES/COMMENTS:

F. MINIMUM PERFORMANCE OF RETROREFLECTIVE SHEETING-TABLE THREE (3)

YES	NO	NO & PROVIDE ALTERNATIVE										
<i>x</i>			1. Full Cube sheeting shall meet or exceed the minimum coefficient of retroreflective values as shown in Table Three (3) .									
			2. Table Three (3): Minimum Coefficient of Retroreflection, Full Cube (Candelas per foot candle per sq. foot):									
			Observation Angle	Entrance Angle	White	Yellow	Red	Green	Blue	Fluorescent Yellow Green	Fluorescent Yellow	Fluorescent Orange
			0.2	-4	570	425	114	57	26	455	340	170
			0.2	30	215	160	43	21	10	170	130	64
			0.5	-4	400	300	80	40	18	320	240	120
			0.5	30	150	112	30	15	6.8	120	90	45
			1.0	-4	120	90	24	12	5.4	96	72	36
			1.0	30	45	34	9	4.5	2.0	36	27	14

NOTES/COMMENTS:

G. MINIMUM PERFORMANCE OF RETROREFLECTIVE SHEETING-TABLE FOUR (4)

YES	NO	NO & PROVIDE ALTERNATIVE			
		<i>reference pdb</i>	1. Minimum Coefficient of Retroreflection, Type Full Cube Sheeting (Candelas per foot-candle per sq. foot (0.2° observation angle and -4.0° entrance angle)) as shown in Table Four (4) (see below):		
			2. Table Four (4):		
			COLORS	SEVEN (7) YEARS FROM THE DATE OF SIGN FABRICATION*	TEN (10) YEARS FROM THE DATE OF SIGN FABRICATION*
		<i>reference pdb</i>	White	456	399
		<i>reference pdb</i>	Yellow	340	298
		<i>reference pdb</i>	Fluorescent Yellow	272	238

		<i>reference pdb</i>	Fluorescent Yellow Green	364	319
		<i>reference pdb</i>	Fluorescent Orange	136	119
		<i>reference pdb</i>	Green	46	40
		<i>reference pdb</i>	Red	91	80
		<i>reference pdb</i>	Blue	21	18

NOTES/COMMENTS:

H. MINIMUM PERFORMANCE OF RETROREFLECTIVE SHEETING-TABLE FIVE (5)

YES	NO	NO & PROVIDE ALTERNATIVE			
		<i>reference pdb</i>	1. Minimum Coefficient of Retroreflection, Type IV Sheeting Candelas per foot-candle per sq. foot (0.2° observation angle and -4.0° entrance angle) as shown in Table Five (5) (see below):		
			2. Table Five (5):		
			COLORS	SEVEN (7) YEARS FROM THE DATE OF SIGN FABRICATION*	TEN (10) YEARS FROM THE DATE OF SIGN FABRICATION*
		<i>reference pdb</i>	White	288	250
		<i>reference pdb</i>	Yellow	216	170
		<i>reference pdb</i>	Fluorescent Yellow	192	168
		<i>reference pdb</i>	Fluorescent Yellow Green	260	227
		<i>reference pdb</i>	Green	40	35
		<i>reference pdb</i>	Red	52	45
		<i>reference pdb</i>	Blue	24	20
		<i>reference pd</i>	Brown	14	12

NOTES/COMMENTS:

Sheeting meets ASTM standard

I. OPTICAL DESIGN OF DAYTIME RETROREFLECTIVE SHEETING-TABLE SIX (6)

YES	NO	NO & PROVIDE ALTERNATIVE									
		<i>reference pdb</i>	1. The optical design of the sheeting shall be such that when measured at an entrance angle of -4° the fractional retro-reflectance within a 2° observation angle cone, as defined in ASTM E808 as R_T with $\alpha_{max} = 2^\circ$, is at least 55%.								
		<i>reference pdb</i>	2. Daytime Color for Type IV shall be as per ASTM D4956.								
		<i>reference pdb</i>	3. Daytime Color of Fluorescent Orange, Yellow-Green and Yellow shall conform to the requirements of Table Six (6) for chromaticity coordinates (see below):								
			4. Table Six (6): Daytime Color Specification Limits:								
			COLORS	1		2		3		4	
				x	y	x	y	x	y	x	y
		<i>reference pdb</i>	Fluorescent Orange	.583	.416	.535	.400	.595	.351	.645	.355
		<i>reference pdb</i>	Fluorescent Yellow Green	.387	.610	.369	.546	.428	.496	.460	.540
		<i>reference pdb</i>	Fluorescent Yellow	.479	.520	.446	.483	.512	.421	.557	.442
		<i>reference pdb</i>	5. Note: the four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 standard colorimetric system measured with illuminant D65.								
		<i>reference pdb</i>	6. Daytime Luminance/Maximum Spectral Radiance Factor for Fluorescent Orange, Fluorescent Yellow Green and Fluorescent Yellow shall be in accordance with manufacturer's requirements to ensure the appearance of the fluorescent colors.								

NOTES/COMMENTS: *Sheeting meets ASTM standards*

J. OPTICAL DESIGN OF NIGHTTIME RETROREFLECTIVE SHEETING—TABLE SEVEN (7)

YES	NO	NO & PROVIDE ALTERNATIVE										
		<i>reference pdb</i>	1. Nighttime Color for Type IV shall be as per ASTM D4956.									
		<i>reference pdb</i>	2. Nighttime Color of Fluorescent Orange, Fluorescent Yellow-Green and Fluorescent Yellow shall conform to the requirements of Table Seven (7) for chromaticity coordinates (see below):									
		<i>reference pdb</i>	3. Table Seven (7): Nighttime Color Specification Limits:									
			COLORS		1		2		3		4	
				x	y	x	y	x	y	x	y	
			Fluorescent Orange	.6 25	.375	.589	.376	.636	.330	.669	.331	
			Fluorescent Yellow-Green	.4 80	.520	.473	.490	.523	.440	.550	.449	
			Fluorescent Yellow	.5 54	.445	.526	.437	.569	.394	.610	.390	
		<i>reference pdb</i>	4. Note: the four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 standard colorimetric system measured with illuminant D65.									
		<i>reference pdb</i>	5. Nighttime color for Fluorescent Yellow-Green and Fluorescent Yellow shall reflect a vibrant yellow color.									
		<i>reference pdb</i>	6. Artificial Weathering Retro reflectivity measurements for reflective Fluorescent Orange shall be made at angles of 0.2° observation, -4° entrance and have a coefficient of retroreflection of no less than fifty percent (50%) of Table Seven (7) above.									

NOTES/COMMENTS: *Sheeting meets ASTM standard*

K. SPECULAR GLOSS

YES	NO	NO & PROVIDE ALTERNATIVE								
		<i>reference PDB</i>	1. The Retroreflective Sheeting shall have an 85° specular gloss of no less than fifty (50) for Type IV and Reflective Fluorescent Orange sheeting.							
		<i>reference PDB</i>	2. The Retroreflective Sheeting for Fluorescent Yellow-Green and Fluorescent Yellow shall have no less than forty (40) when tested in accordance with ASTM D 523.							

NOTES/COMMENTS: *Sheeting meets ASTM standard*

L. GENERAL CHARACTERISTICS AND ROLL SIZES REQUIRED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. Widths for High Intensity Green should be 12.75", 14", 16", 18", 24", 30", 36", 42" and 48".</p> <p>Specify if widths available are different from above:</p> <p>_____</p>
X			<p>2. Widths for High Intensity Yellow, Red, Blue & Brown should be 12.75", 18", 24", 30", 36" and 48".</p> <p>Specify if widths available are different from above:</p> <p>_____</p>
X			<p>3. Widths for High Intensity White should be 1", 2", 3", 12.75", 18", 21", 24", 30", 36", and 48".</p> <p>Specify if widths available are different from above:</p> <p>_____</p>
X			<p>4. Widths for Fluorescent Orange should be 12.75", 18", 24", 30", 36", and 48".</p> <p>Specify if widths available are different from above:</p> <p>_____</p>
X			<p>5. Widths for Barricade Orange/White should be 12".</p> <p>Specify if widths available are different from above:</p> <p>_____</p>
		n/a	<p>6. Widths for Opaque Vinyl should be 1", 2", 3", 18", 24", 30", 36", and 48".</p> <p>Specify if widths available are different from above:</p> <p>_____</p>
X			<p>7. Widths for Fluorescent Yellow should be 12.75", 18", 24", 30", 36" and 48".</p> <p>Specify if widths available are different from above:</p> <p>_____</p>
X			<p>8. Widths for Fluorescent Yellow Green should be 21", 24", 30", and 36".</p> <p>Specify if widths available are different from above:</p> <p>_____</p>
X			<p>9. Widths for Full Cube should be 1", 2", 3", 12.75", 16", 18", 21", 24", 30", 36", and 48".</p> <p>Specify if widths available are different from above:</p> <p>_____</p>
X			<p>10. Roll sizes should be available in either fifty (50) or one hundred (100) yard rolls.</p>
X			<p>11. Sign Sheeting to be furnished in continuous rolls.</p>

			12. There should be no more than one (1) splice per roll and shall be suitable for continuous application.
X			13. Reflective sheeting shall be free from ragged edges, cracks, and extraneous materials.
		<i>bidding rolls, sheets shall be available in both rolls and sheets.</i>	14. Shall be available in both rolls and sheets.
X			15. Nominal widths of sign sheeting shall be used for all bidding, procurement, and expense calculations.
X			16. Nominal roll sheeting sizes shall have the following actual widths (see below):
			Nominal Width
			Actual Width
			Tolerance
X			1" Width + 1/32" +/- 1/32"
X			2" to 6" Width + 1/16" +/- 1/16"
X			12" to 18" * Width + 1/8" +/- 1/16"
X			24" to 30" Width + 1/4" +/- 1/16"
X			36" Width + 3/8" +/- 1/16"
X			48" Width + 1/2" +/- 1/16"
X			*12.75 sheeting width shall be the actual size of 12.75" ± 1/32".
NOTES/COMMENTS:			

M. OPAQUE VINYL FILM AND ADDITIONAL REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
		<i>n/a</i>	1. Bidder shall provide pressure sensitive Opaque vinyl film for an over laminate film in the manufacturing of signs and be fully compatible with electronic computer sign cutting.
		<i>n/a</i>	2. Material specification shall mirror Manufacturers' requirements and Manufacturers' published product bulletin sheets.
		<i>n/a</i>	3. The Opaque black vinyl warranty shall be compatible with the warranty of reflective sheeting of the materials the vinyl is applied to.
		<i>n/a</i>	4. For black vinyl not used with reflective sheeting the warranty will be the same as the published product bulletin.
		<i>n/a</i>	5. The current approved Vendors and Vendor materials:
			a. 3M Scotchcal ElectroCut Graphic Film Series 7725.
			b. Avery Dennison A8 Opaque Overlay Film.
		<i>we do not supply perforated sheeting</i>	6. Type IV, fluorescent, and full cube perforated reflective sheeting should have both edges perforated so that they are completely compatible for use in an electronic cutting apparatus.
			7. The perforated reflective sheeting should meet all specifications included in this ITB, such as brightness, color, adhesive characteristics, photometry, packaging, etc.
		<i>priced in bid</i>	8. The manufacturer of the sheeting being offered shall furnish at no additional charge the process inks in standard traffic colors, clears and thinners recommended for the sheeting to meet performance requirements of the specification. Bidder shall further be responsible for technical assistance in the use of these inks.
		<i>priced in bid</i>	9. Slip sheet paper, for use in packaging, storing, or shipping finished signs, shall be furnished in rolls by the manufacturer at no additional charge , in at least equal sq. footage and in the same widths as the sheeting supplied.
		<i>priced in bid</i>	10. A washer to protect the sign surface from damage by bolts or other fasteners shall be furnished by the manufacturer at no additional charge .

NOTES/COMMENTS:

We do not supply perforated sheeting, we could work with the State on equipment for request

N. ACCEPTABLE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE																															
✓			1. Retroreflective background sheeting for all signs shall meet the requirements of ASTM D4956.																														
✓			2. "Approved Brands" previously tested by NDOT that meet specification requirements:																														
			<table border="1"> <thead> <tr> <th>PRODUCT</th> <th>ASTM D4956 TYPE</th> <th>MANUFACTURER</th> </tr> </thead> <tbody> <tr> <td>Series 3930- High Intensity Prismatic</td> <td>IV</td> <td>3M</td> </tr> <tr> <td>Series 3924S Diamond Grade Fluorescent Orange</td> <td>VII, VIII, IX</td> <td>3M</td> </tr> <tr> <td>Series 4000-Diamond Grade DG3</td> <td>XI</td> <td>3M</td> </tr> <tr> <td>Series T-6500 High Intensity Prismatic</td> <td>IV</td> <td>Avery Dennison</td> </tr> <tr> <td>Series T-7500 MVP</td> <td>VIII</td> <td>Avery Dennison</td> </tr> <tr> <td>Series T-9500 Omni-View</td> <td>IX</td> <td>Avery Dennison</td> </tr> <tr> <td>Series T-11500 OmniCube</td> <td>XI</td> <td>Avery Dennison</td> </tr> <tr> <td>Oralite 5900</td> <td>IV</td> <td>Orafol Americas, Inc.</td> </tr> <tr> <td>Oralite 7900</td> <td>IX</td> <td>Orafol Americas, Inc.</td> </tr> </tbody> </table>	PRODUCT	ASTM D4956 TYPE	MANUFACTURER	Series 3930- High Intensity Prismatic	IV	3M	Series 3924S Diamond Grade Fluorescent Orange	VII, VIII, IX	3M	Series 4000-Diamond Grade DG3	XI	3M	Series T-6500 High Intensity Prismatic	IV	Avery Dennison	Series T-7500 MVP	VIII	Avery Dennison	Series T-9500 Omni-View	IX	Avery Dennison	Series T-11500 OmniCube	XI	Avery Dennison	Oralite 5900	IV	Orafol Americas, Inc.	Oralite 7900	IX	Orafol Americas, Inc.
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✓			3. Products bid must be as specified on each line included in the specifications of this ITB".																														
✓			4. Equipment bid shall be the latest current model(s) in production as of the date of the ITB, be of proven performance, under standard design, complete as regularly advertised and marketed, and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below.																														
✓			5. Used, demonstrator, prototype, or discontinued equipment are not acceptable.																														
✓			6. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL equipment proposed.																														
✓			7. Literature should be complete and the latest published.																														
✓			8. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document.																														
<p>NOTES/COMMENTS: <i>Please request any additional information needed</i></p>																																	

O. PROCEDURE FOR PRE-APPROVAL/QUALIFICATION

YES	NO	NO & PROVIDE ALTERNATIVE	
x			1. In order to submit a bid for this solicitation, the bidder's proposed product for Sign Sheeting materials must be an "Approved Brand" by NDOT.
x			2. Products that are not on the "Approved Brand" list will not be considered for this ITB.
x			3. If a Bidder has a product, they would like Pre-approved and made eligible for use by the State, prospective Sign Sheeting suppliers must complete the following steps: (please note, if a bidder submits a product for pre-approval it is not guaranteed to be approved by the time the Bid opens per the Schedule of Events):
x			a. Go to NDOT's website at https://dot.nebraska.gov/ .
x			b. Once there look to the tool bar on the upper right-hand side and look for the "Business Center" dropdown. Click on this and click on "Materials".
x			c. This screen will be titled "MATERIALS" and there will be a list of five (5) choices directly below the title.
x			d. Click on "Approved Products List".
x			e. This screen will be titled "APPROVED PRODUCTS LIST". Approximately halfway down the page you will see a title that states "Approved Products Forms – Materials and Research Policies & Info". Directly under this title click on the "New Product Evaluation Form".
x			f. Please complete this form and follow the instructions at the bottom of the page to submit the Form and any product(s).
		<i>if requested</i>	g. Submit samples to be tested according to NDR D 4956 "Testing of Retroreflective Sign Sheeting (3-year testing process)" can be viewed at the NDOT web site. https://dot.nebraska.gov/ .
x			h. Have all MUTCD standard sign colors, including florescent colors.
x			i. Utilize a one (1)-part ink process.
NOTES/COMMENTS:			

P. CURRENTLY APPROVED MANUFACTURER'S REFLECTIVE SIGN SHEETING

YES	NO	NO & PROVIDE ALTERNATIVE	
x			1. To view the most current acceptable brands list for Reflective Sign Sheeting can be found using the following steps:
x			a. Go to NDOT's website at https://dot.nebraska.gov/
x			b. Once there look to the tool bar on the upper right-hand side and look for the "Business Center" dropdown. Click on this and click on "Materials".
x			c. Click on "Approved Products List".
x			d. This screen will be titled "APPROVED PRODUCTS LIST". Approximately halfway down the page you will see a title that states "Approved Products Forms – Materials and Research Policies & Info".

x			e. Scroll down until you see the title "Select your category from the list". Under this title there will be a box that says, "Select Category Here" and has a dropdown arrow. Use this dropdown arrow and scroll to "Traffic Control Devices".
x			f. Another box will pop up that says, "Select Material". Use the dropdown arrow and scroll to "Contractor Furnished Sign Sheeting".
x			g. Here you will find the most current acceptable brands.
NOTES/COMMENTS:			

Q. CERTIFIED TEST REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
		<i>when requested</i>	1. A "Certified Test Report" is a document that contains a list of the dimensional, chemical, and physical results obtained by an independent, approved testing organization from an actual test of the types of materials involved and shall certify that the materials meet the requirements of these specifications.
x			2. The report will be reviewed by NDOT and CSI.
		<i>when requested</i>	3. Prior to contract award, the awarded bidder shall furnish a notarized "Certified Test Report" that has been signed by an authorized and responsible agent for the organization supplying the material showing conformance to these specifications and the requirements stated below:
		<i>when requested</i>	a. Description of material.
x			b. State of Nebraska Bid Number / Order Number.
x			c. Date of Manufacture.
x			d. Date of testing.
x			e. Name of organization to which the materials is consigned.
x			f. Quantity of material represented.
x			g. Means of identifying the consignment such as label, marking, lot number, etc.
x			h. Date and method of shipment.
x			i. Name of organization performing tests.
NOTES/COMMENTS:			

R. 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.
x			2. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract.
x			3. Bidder shall not impose minimum order requirements unless the bidder has specified any delivery limitations that may be effected by the size of the order and these order size requirements have been agreed upon by NDOT and the awarded bidder.

✓			4. Estimated Annual Usage of prior contract is as follows:
			a. FILM TRANSPARENT RED 48 50YD 600SF RL 3M 1172C 48 – zero (0) rolls.
			b. FILM TRANSPARENT BLUE 48 50YD 600SF RL 3M 1175C 48 - ## (#) rolls
			c. FILM TRANSPARENT GREEN 48 50YD 600SF RL 3M 1177C 48 - ## (#) rolls
			d. SHEETING BARRICADE 12 50YD 150SF RL 3M 334L 12 - ## (#) rolls
			e. SHEETING BARRICADE 12 50YD 150SF RL 3M 334R 12 - ## (#) rolls
			f. SHEETING PRISMATIC WHITE 24 50YD 300SF RL 3M 3430 24 - ## (#) rolls
			g. SHEETING FLUORES. ORANG 12.75 100YD 318.75SF RL 3924S 12.75 - ## (#) rolls
			h. SHEETING FLUORES. ORANG. 18 50YD 225SF RL 3M 3924S 18 - ## (#) rolls
			i. SHEETING FLUORES. ORANG. 24 50YD 300SF RL 3M 3924S 24 - ## (#) rolls
			j. SHEETING FLUORES. ORANG. 30 50YD 375SF RL 3M 3924S 30 - ## (#) rolls
NOTES/COMMENTS:			

S. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The bidder shall, upon request at any time by the State as determined by the State, provide a usage report of this contract by state agencies and political subdivisions and dollar amount.
✓			2. Information will include, but is not limited to:
			a. Agency/political subdivision name.
			b. Item name.
			c. Item number.
			d. Dollar amount.
			e. Fill rate information for Core List and Catalog/Non-Core items.
			f. Number of orders received
			g. Orders processed
			h. Back orders
			i. Partially filled orders
			j. Any additional report the SPB may deem necessary.

NOTES/COMMENTS:

T. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Delivery desired within thirty (30) days after receipt of order(s).
X			2. Quoted deliveries beyond thirty (30) days are an award consideration.
X			3. Deliveries must be clearly marked with the Purchase Order number.
X			4. If delays in delivery are anticipated, the awarded bidder(s) will immediately notify CSI of the expected delivery date.
X			5. The order may be cancelled if the delivery time is unsatisfactory, and CSI may procure item(s) from other sources.
X			a. If CSI does order from other sources the awarded bidder(s) will be held responsible for any excess costs.
X			6. At the time of delivery, a designated CSI employee will sign the "Invoice/Packing Slip".
X			a. This signature will only indicate that the order has been received and that the items delivered agree with the delivery invoice.
X			b. This signature does not indicate all items were delivered in good condition and/or there is no possible hidden damage.

NOTES/COMMENTS:

U. DELIVERY LOCATIONS / INSTRUCTIONS (BIDDER AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Delivery Location: Cornhusker State Industries 800 Pioneers Blvd. Lincoln, NE 68502
X			2. Deliveries are to be made between 8:00 am and 2:30 pm Monday through Friday except for State and Federally observed Holidays.
X			3. Bidder is responsible for identifying any delivery limitations, special conditions, or exceptions. Failure of bidder to note any special conditions or exceptions shall be deemed a waiver of any such condition or exception.
X			4. Any delivery limitations, special conditions, or exceptions specified may be an award consideration.
X			5. The State will be the sole judge in determining the acceptability of any delivery limitations, special conditions, or exceptions.
X			6. Bidder must specify any delivery limitations that may apply in the "NOTES/COMMENTS" section below.

NOTES/COMMENTS:

V. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
x			1. Rolls of Sign Sheeting shall be packaged in such a manner that damage to Sign Sheeting does not occur.
		<i>will try to accommodate</i>	2. Roll width of twenty-four (24)" or wider will be packaged one roll per container
		<i>will try to accommodate</i>	3. Rolls that are a minimum of six (6) inches wide and a minimum of ten (10) yards in length shall be supported and suspended by the roll core within the cartons by means of plastic plugs or plugs with built-up and reinforced corrugated pads.
		<i>will try to accommodate</i>	4. Cut sheets shall be packaged flat between pressed composition boards or corrugated pads of the same dimensions as the sheets and shall be packed in accordance with commercially accepted standards and in accordance with recommendations of the sheeting manufacturer.
x			5. All packages with damage to Sign Sheeting will be rejected and returned to awarded bidder for a full refund and at no cost to the State.
x			6. The Sign Sheeting as supplied, stored under normal conditions, shall be suitable for use for a minimum of one (1) year from date of purchase.
NOTES/COMMENTS:			

W. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
x			1. Orders will be placed by phone, e-mail, or internet (if available and not to the exclusion of the other methods).
x			2. Sign Sheeting shall be ordered on an "as needed" basis.
x			3. There will be no minimum order requirements, unless the bidder has specified any delivery limitations that may be effected by the size of the order and these order size requirements have been agreed upon by NDOT and the awarded bidder.
x			4. All orders must reference a purchase order number
x			5. The purchase order number must be referenced on the packing slip and invoice.
NOTES/COMMENTS:			

X. GRAY MARKET PRODUCTS PROHIBITION

YES	NO	NO & PROVIDE ALTERNATIVE	
x			1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.
NOTES/COMMENTS:			

Y. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
x			1. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that they are an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.
x			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

Z. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
x			1. Type IV, Fluorescent and Full Cube Reflective Sheeting will retain its effectiveness as a component of traffic control and guidance signs and meet the minimum retroreflective values for the periods specified in Subsection "F" OPTICAL DESIGN OF DAYTIME RETROREFLECTIVE SHEETING-TABLE SIX (6) .
x			2. If within seven (7) to ten (10) years of Type IV Reflective Sheeting sign fabrication, the sheeting deteriorates due to natural causes the vendor shall furnish a replacement amount of like Reflective Sheeting to enable the sign surface to be restored to its warranted effectiveness at no cost to the State to include: <ul style="list-style-type: none"> a. Deterioration to the extent that the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night conditions. b. If within seven (7) years the Sign Sheeting fails to retain its minimum coefficient of retroreflective values for the periods specified in Subsection "G" OPTICAL DESIGN OF NIGHTTIME RETROREFLECTIVE SHEETING-TABLE SEVEN (7).
x			3. If within three (3) years of orange sheeting sign fabrication fails to meet fifty percent (50%) of coefficient of retroreflection (0.2° observation angle, -4.0 entrance angle) of new sheeting the sheeting manufacturer shall furnish replacement amount of like sheeting at no cost to the State.
NOTES/COMMENTS: <i>Our standard warranty as detailed on our product data bulletins will apply</i>			

AA. SAMPLES

YES	NO	NO & PROVIDE ALTERNATIVE	
x			1. Samples of materials proposed may be required prior to an award, or at any time during the term of the contract.
		<i>10 business days</i>	Samples are to be provided within five (5) business days of a written request.
x			3. Failure to provide samples or samples not meeting the specifications may void the bid or constitute a breach of the contract resulting from this ITB.
x			4. Upon a written request from the State, sample(s) shall be shipped to: Cornhusker State Industries 800 Pioneers Blvd. Lincoln, NE 68502

x			5. Receiving hours are between 8:00 A.M. and 2:30 P.M., Monday through Friday excluding State and Federally observed holidays or as otherwise directed.
NOTES/COMMENTS:			

BB. PERFORMANCE TESTING

YES	NO	NO & PROVIDE ALTERNATIVE	
x			1. Performance testing samples of Sign Sheeting , ink and coating in accordance with the specifications utilizing materials and features as bid, may be required prior to award.
x			2. Performance testing samples of Sign Sheeting , ink and coating shall be provided at no cost to the State and will not be returned to the Bidder upon completion of testing conducted by CSI.
x			3. Bidder shall have ten (10) business days to provide twenty (20) sheets each of white and twenty (20) sheets of one (1) color, enough ink and coating upon the State's written request.
x			4. Performance testing sample of retroreflective sheeting, ink, and coating is to be of material and features as bid.
x			5. Failure to supply performance testing samples and/or performance testing 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.
x			6. Bids may be rejected based on the quality of performance testing samples provided.
x			7. Sign Sheeting will be tested on a Prism high speed ED cutter.
x			8. Sign Sheeting and ink will be evaluated on:
			a. Run ability
			b. How the ink lays when running solids as well as drying
			c. Durability.
			d. Compatibility to State of Nebraska equipment.
		n/a	9. After performance testing, completed validation stickers will be reviewed for approval by both CSI and the NDOT.

NOTES/COMMENTS:			
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